

to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond to be brought into compliance with the law, under the supervision of the Federal Security Agency. Drying and sterilization operations were completed on December 16, 1949. A total of 889,310 pounds was recovered and was released for use as cattle feed.

DAIRY PRODUCTS

BUTTER

The following cases report actions involving butter that consisted in whole or in part of filthy or decomposed substances, Nos. 15671, 15672, and 15674; that was below the legal standard for milk fat content, No. 15674; and that was short of the declared weight, No. 15673.

15671. Adulteration of butter. U. S. v. Edgerton Cooperative Creamery and Jerry Notting. Pleas of guilty. Each defendant fined \$800; individual defendant placed on probation for 2 years. (F. D. C. No. 26762. Sample No. 8995-K.)

INFORMATION FILED: July 16, 1949, District of Minnesota, against Edgerton Cooperative Creamery, a corporation, Edgerton, Minn., and Jerry Notting, manager.

ALLEGED SHIPMENT: On or about October 15, 1948, from the State of Minnesota into the State of New York.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in part of a filthy substance by reason of the presence of insects, insect fragments, mites, rat or mouse hair fragments, and manure fragments; and, Section 402 (a) (4), it had been prepared and packed under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: November 3, 1949. Pleas of guilty were entered. The court fined the corporation \$800. The court sentenced the individual defendant to a year in jail, but the sentence was suspended on condition that he pay a fine of \$800; in addition, this defendant was placed on probation for 2 years.

15672. Adulteration of butter. U. S. v. Eagle Bend Cooperative Creamery Assn. and George A. Johnson. Pleas of guilty. Fine of \$250 against the association and a fine of \$100 against the individual. (F. D. C. No. 26702. Sample No. 13275-K.)

INFORMATION FILED: September 22, 1949, District of Minnesota, against the Eagle Bend Cooperative Creamery Assn., a corporation, Eagle Bend, Minn., and George A. Johnson, manager of the corporation.

ALLEGED VIOLATION: The giving of a false guaranty. On or about September 16, 1947, the defendants delivered to a firm in St. Paul, Minn., a guaranty to the effect that all food products sold or delivered to the holder of the guaranty would be neither adulterated nor misbranded under the law.

On or about October 28, 1948, the defendants delivered under the guaranty a quantity of butter which was adulterated. The holder of the guaranty was engaged in the business of shipping butter in interstate commerce.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the article consisted in part of a filthy substance by reason of the presence of insect fragments, mites, a cat hair fragment, cow hair fragments, a feather fragment, and manure;