

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;

and, Section 402 (a) (4), it had been prepared under insanitary conditions whereby it may have become contaminated with filth.

**DISPOSITION:** December 12, 1949. Pleas of guilty having been entered, the court imposed a fine of \$250 against the association and a fine of \$100 against the individual.

**15673. Misbranding of canned butter and canned dehydrated eggs. U. S. v. 5 Cartons, etc. (F. D. C. No. 27319. Sample Nos. 3890-K, 3891-K.)**

**LIBEL FILED:** June 9, 1949, District of Columbia.

**ALLEGED SHIPMENT:** On or about November 15, 1948, and May 3, 1949, by the Coburn Farm Products Corp., from New York, N. Y.

**PRODUCT:** 5 cartons, each containing 24 cans, of butter, and 5 cartons, each containing 24 cans, of dehydrated whole eggs, at Washington, D. C.

**LABEL, IN PART:** (Can) "1 Pound Net Wt. Sondra Creamery Butter" and "Sondra Brand Dehydrated Whole Eggs \* \* \* Contents 8 Oz."

**NATURE OF CHARGE:** Misbranding, Section 403 (e) (2), the articles failed to bear labels containing an accurate statement of the quantity of the contents. (The articles were short of the declared weight.)

**DISPOSITION:** March 1, 1950. The Coburn Farm Products Corp. having appeared as claimant and later withdrawn its claims, judgment of condemnation was entered and the court ordered that the dehydrated eggs be delivered to the Food and Drug Administration for the purpose of examination and that the butter be delivered to a local hospital for its use and not for sale.

**15674. Adulteration of canned imitation butter. U. S. v. 184 Cases \* \* \*. (F. D. C. No. 27755. Sample No. 36868-K.)**

**LIBEL FILED:** On or about September 21, 1949, Western District of Washington.

**ALLEGED SHIPMENT:** On or about August 30, 1948, by the Aleutco Corp., from Adak, Alaska.

**PRODUCT:** 184 cases, each containing 8 6-pound, 9-ounce cans, or 6-pound, 4-ounce cans, of imitation butter at Tacoma, Wash.

**LABEL, IN PART:** "Preserved Butter Army Spread [or "Carter's Spread"] For Export Only Not to be resold."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), (Carter's Spread) the product was unfit for food by reason of its rancidity; and, Section 402 (b) (2), (Army Spread) a product resembling a soft cheese spread and containing less than 80 percent of milk fat had been substituted in whole or in part for butter, which the product purported to be.

**DISPOSITION:** December 15, 1949. Default decree of condemnation and forfeiture. The product was destroyed.

### CHEESE

**15675. Adulteration of Formaggio cheese. U. S. v. Italian Cheese Mfg. Co. and Joseph P. Tito. Pleas of nolo contendere. Each defendant fined \$100. (F. D. C. No. 27537. Sample Nos. 11947-K, 11948-K.)**

**INFORMATION FILED:** October 14, 1949, Eastern District of Pennsylvania, against the Italian Cheese Mfg. Co., a partnership, Bath, Pa., and Joseph P. Tito, a partner.