

fined \$50. (F. D. C. No. 28192. Sample Nos. 62635-K, 62637-K, 62638-K.)

INFORMATION FILED: April 18, 1950, District of Massachusetts, against the Luso-American Macaroni Mfg. Co., a partnership, Fall River, Mass., and Antonio J. Pereira, a partner.

ALLEGED SHIPMENT: Between the approximate dates of April 20 and July 21, 1949, from the State of Massachusetts into the State of Rhode Island.

NATURE OF CHARGE: Adulteration, Section 402 (a) (4), the products had been prepared under insanitary conditions whereby they may have become contaminated with filth.

DISPOSITION: May 2, 1950. Pleas of guilty having been entered, the court fined each defendant \$50.

16159. Adulteration of Chinese noodles and soy sauce. U. S. v. Northwest Mfg. Co., Inc., and Seiichi Yoshinaka and Kazuo Tsujimoto. Pleas of guilty. Corporation fined \$400; each individual defendant fined \$100 and placed on probation for two years. (F. D. C. No. 27532. Sample Nos. 50161-K, 50410-K.)

INFORMATION FILED: November 1, 1949, Western District of Washington, against Northwest Mfg. Co., Inc., Seattle, Wash., and Seiichi Yoshinaka, president and director, and Kazuo Tsujimoto, treasurer and director.

ALLEGED SHIPMENT: On or about January 20 and May 11, 1949, from the State of Washington into the States of Idaho and Oregon.

LABEL, IN PART: "Kushi Brand Noodles" and "Mission Brand Soy Sauce."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the products consisted in part of filthy substances by reason of the presence of rodent hair fragments; and, Section 402 (a) (4), they had been prepared and packed under insanitary conditions whereby they may have become contaminated with filth.

DISPOSITION: March 15, 1950. Pleas of guilty having been entered, the court fined the corporation \$400 and each individual defendant \$100 on count 1. On count 2 involving the soy sauce, the charge was dismissed with respect to the corporation; sentence was deferred with respect to the individual defendants, and they were placed on probation for a period of 2 years.

DAIRY PRODUCTS

BUTTER

The following cases report actions involving butter that consisted in whole or in part of filthy or decomposed substances, Nos. 16160 to 16164, and that was below the legal standard for milk fat content, Nos. 16165 and 16166,

16160. Adulteration of butter. U. S. v. The Tri-State Butter Co., a corporation, and Roy R. Bauer. Pleas of guilty. Corporation fined \$2,100; individual defendant fined \$700. (F. D. C. No. 28225. Sample Nos. 13631-K to 13633-K, incl., 46728-K, 47724-K, 47725-K, 52135-K.)

INFORMATION FILED: February 7, 1950, Southern District of Ohio, against the Tri-State Butter Co., Cincinnati, Ohio, and Roy R. Bauer, vice president of the corporation.

ALLEGED SHIPMENT: On or about July 8, 11, 12, 14, and 16, 1949, from the State of Ohio into the States of Pennsylvania, West Virginia, and Kentucky.

LABEL, IN PART: "Rich Pasture Creamery Butter."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in part of a filthy substance by reason of the presence of adult insect heads, insect fragments, rodent hair fragments, ants, and fruit flies, and, in addition, the product consisted in part of a decomposed substance since it was made of decomposed cream, as evidenced by a high mold mycelia count; and, Section 402 (a) (4), the product had been prepared and packed under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: May 1, 1950. Pleas of guilty having been entered, the court fined the corporation \$2,100 and the individual defendant \$700.

16161. Adulteration of butter. U. S. v. Frank Pilley & Sons, Inc. Plea of nolo contendere. Fine of \$100, plus costs. (F. D. C. No. 28145. Sample No. 61144-K.)

INFORMATION FILED: On or about March 15, 1950, Western District of Missouri, against Frank Pilley & Sons, Inc., Springfield, Mo.

ALLEGED VIOLATION: On or about June 27, 1940, the defendant gave to a firm engaged in the business of shipping butter in interstate commerce at Springfield, Mo., 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 July 22, 1949, the defendant sold and delivered, pursuant to the guaranty at Springfield, Mo., a quantity of butter that was adulterated.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in part of a filthy substance by reason of the presence of insect fragments and manure, and by reason of the use of filth-contaminated milk in the preparation of the article.

DISPOSITION: March 29, 1950. A plea of nolo contendere having been entered, the court fined the defendant \$100, plus costs.

16162. Adulteration of butter. U. S. v. 28 cases * * * (and 1 other seizure action). (F. D. C. Nos. 29093, 29004. Sample Nos. 52661-K, 52662-K, 52981-K.)

LIBELS FILED: January 31 and February 1, 1950, Southern District of Ohio.

ALLEGED SHIPMENT: On or about January 16 and 23, 1950, by the Merchants Creamery Co., from Springfield, Mo.

PRODUCT: 27 63-pound cases and 28 64½-pound cases of butter at Cincinnati, Ohio.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), (both lots) the product consisted in part of a decomposed substance since it was made from decomposed cream, as evidenced by a high mold mycelia count, and, in addition, (28 cases) the product consisted in part of a filthy substance by reason of the presence of insect fragments, rodent hair fragments, mites, and manure.

DISPOSITION: March 20, 1950. The Merchants Creamery Co., claimant for the 27 cases, having admitted the allegations of the libel, and no claimant having appeared for the remaining 28 cases, judgments of condemnation were entered. The 27 cases were ordered released under bond for conversion into butter oil, under the supervision of the Food and Drug Administration, and the 28 cases were ordered denatured and sold for use other than for human consumption.