

**16163. Adulteration of butter. U. S. v. 3,277 Pounds \* \* \*. (F. D. C. No. 28546. Sample No. 43232-K.)**

**LIBEL FILED:** November 4, 1949, Eastern District of Michigan.

**ALLEGED SHIPMENT:** On or about October 18, 1949, by the Linwood Creamery Co., from Wichita, Kans.

**PRODUCT:** 3,277 pounds of butter at Detroit, Mich.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance. (Examination showed that this product had been made from decomposed cream.)

**DISPOSITION:** March 21, 1950. The Merchants Creamery Co., trading as the Linwood Creamery Co., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond to be converted into butter oil, under the supervision of the Food and Drug Administration.

**16164. Adulteration of butter. U. S. v. 208 Pounds, etc. (F. D. C. No. 28544. Sample Nos. 13631-K, 13632-K.)**

**LIBEL FILED:** August 9, 1949, Middle District of Pennsylvania.

**ALLEGED SHIPMENT:** On or about July 12 and 16, 1949, by the Tri-State Butter Co., Cincinnati, Ohio.

**PRODUCT:** 208 and 400 pounds of butter at Lebanon, Pa.

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

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in part of filthy and decomposed substances. (Analysis disclosed that the product contained adult insect heads, insect fragments, and rodent hair fragments, and that it had been made from decomposed cream, as evidenced by a high mold mycelia count.

**DISPOSITION:** October 14, 1949. Default decree of condemnation and destruction.

**16165. Adulteration of butter. U. S. v. Tripp Co-operative Creamery Co. Plea of guilty. Fine, \$25. (F. D. C. No. 28148. Sample No. 42178-K.)**

**INFORMATION FILED:** March 16, 1950, District of South Dakota, against the Tripp Co-operative Creamery Co., a corporation, Tripp, S. Dak.

**ALLEGED VIOLATION:** On or about February 14, 1940, the defendant gave to a firm at Chicago, Ill., engaged in the business of shipping butter in interstate commerce, 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 September 28, 1949, the defendant sold and delivered under the guaranty at Tripp, S. Dak., a quantity of butter that was adulterated.

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (1), a valuable constituent, milk fat, had been in part omitted from the product; and, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

**DISPOSITION:** March 23, 1950. A plea of guilty having been entered, the defendant was fined \$25.

**16166. Adulteration of butter. U. S. v. 22 Boxes (1,408 pounds) \* \* \*. (F. D. C. No. 29106. Sample No. 75492-K.)**

**LIBEL FILED:** March 23, 1950, District of Minnesota.

**ALLEGED SHIPMENT:** On or about March 13, 1950, by Land O'Lakes Creameries, Inc., from Valley City, N. Dak.

**PRODUCT:** 22 64-pound boxes of butter at Minneapolis, Minn.

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

**DISPOSITION:** April 24, 1950. The Edgeley Cooperative Creamery Co., Edgeley, N. Dak., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond for reworking under the supervision of the Federal Security Agency.

### CHEESE

**16167. Adulteration of Cheddar cheese. U. S. v. Hygrade Food Products Corp. and Gale A. Gisel. Pleas of nolo contendere. Corporation fined \$350, plus costs; individual defendant fined \$10. (F. D. C. 28205. Sample No. 56982-K.)**

**INFORMATION FILED:** May 16, 1950, Northern District of Iowa, against the Hygrade Food Products Corp., Manchester, Iowa, and Gale A. Gisel, manager of the Manchester plant.

**ALLEGED SHIPMENT:** On or about August 3, 1949, from the State of Iowa into the State of New Jersey.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in part of a filthy substance by reason of the presence of insects, fragments of cockroaches, flies and other insects, mites, feather fragments, manure, rust, soil, plant material, mold, metal, and wood particles; and, Section 402 (a) (4), it had been prepared under insanitary conditions whereby it may have become contaminated with filth.

**DISPOSITION:** June 7, 1950. Pleas of nolo contendere having been entered, the court fined the corporation \$350, plus costs, and the individual defendant \$10.

**16168. Adulteration of cheese. U. S. v. Charles Crivellaro, Sr., (Crivellaro & Sons). Plea of nolo contendere. Fine, \$25. (F. D. C. No. 27542. Sample No. 13479-K.)**

**INFORMATION FILED:** November 30, 1949, Eastern District of Pennsylvania, against Charles Crivellaro, Sr., trading as Crivellaro & Sons at Easton, Pa.

**ALLEGED SHIPMENT:** On or about May 21, 1949, from the State of Pennsylvania into the State of New Jersey.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (4), the product had been prepared and held under insanitary conditions whereby it may have become contaminated with filth.

**DISPOSITION:** May 3, 1950. A plea of nolo contendere having been entered, the court imposed a fine of \$25.

**16169. Adulteration of cheese. U. S. v. Millard M. Wilson (Niobe Cheese Co.). Plea of guilty. Fine, \$750. (F. D. C. No. 28188. Sample Nos. 11959-K, 11960-K, 11975-K.)**

**INFORMATION FILED:** December 15, 1949, Western District of New York, against Millard M. Wilson, trading as the Niobe Cheese Co., Niobe, N. Y.

**ALLEGED SHIPMENT:** On or about May 30 and June 7, 1949, from the State of New York into the State of New Jersey.