

a decomposed substance by reason of the use of decomposed cream in the manufacture of the food; and, Section 402 (a) (4), the product had been prepared under insanitary conditions whereby it may have become contaminated with filth.

**DISPOSITION:** April 29, 1950. A plea of nolo contendere having been entered, the court fined the defendant \$200, plus costs.

**16260. Adulteration of butter. U. S. v. 359 Cartons (23,335 pounds) \* \* \***  
(F. D. C. No. 28329. Sample Nos. 42171-K, 42175-K.)

**LIBEL FILED:** October 26, 1949, Northern District of Illinois.

**ALLEGED SHIPMENT:** On or about August 20, 1949, by the H. A. Pruitt Produce Co., from Ardmore, Okla.

**PRODUCT:** 359 65-pound cartons of butter at Chicago, Ill.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance, namely, decomposed butter; and, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter.

**DISPOSITION:** February 10, 1950. Peter Fox Sons Co., Chicago, Ill., 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 to be brought into compliance with the law, under the supervision of the Food and Drug Administration. 187 cartons of butter were converted into butter oil, and 13 cartons were returned to the legal 80 percent of milk fat.

**16261. Adulteration of butter. U. S. v. Cass-Clay Cooperative Creamery Assn. and Charles Ommodt. Pleas of guilty. Each defendant fined \$100.**  
(F. D. C. No. 26703. Sample No. 44715-K.)

**INFORMATION FILED:** On or about August 31, 1949, District of Minnesota, against the Cass-Clay Cooperative Creamery Assn., a corporation, Moorhead, Minn., and Charles Ommodt, general manager.

**ALLEGED VIOLATION:** On or about February 4, 1949, the defendants sold and delivered to a firm at Wadena, Minn., a quantity of butter that was adulterated; and, at the same time, the defendants guaranteed that the butter was neither adulterated nor misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act. The holder of the guaranty shipped the butter from the State of Minnesota into the State of California on or about February 10, 1949.

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

**DISPOSITION:** November 14, 1949. Pleas of guilty having been entered, the court fined each defendant \$100.

### CHEESE

**16262. Adulteration of Cheddar cheese and skim milk cheese. U. S. v. Central Farm Products Co. Plea of nolo contendere. Fine, \$50. (F. D. C. No. 26771. Sample Nos. 27222-K, 43826-K.)**

**INFORMATION FILED:** June 10, 1949, Western District of Missouri, against the Central Farm Products Co., a corporation, Richmond, Mo.

**ALLEGED SHIPMENT:** Between the approximate dates of September 14 and December 18, 1948, from the State of Missouri into the States of Illinois and Ohio.

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

**DISPOSITION:** April 12, 1950. A plea of nolo contendere having been entered, the court fined the defendant \$50.

## FISH AND SHELLFISH

**16263. Misbranding of frozen haddock fillets. U. S. v. Lakeside Fish & Oyster Co. Plea of guilty. Fine of \$500, plus costs. (F. D. C. No. 27526. Sample No. 44340-K.)**

**INFORMATION FILED:** April 21, 1950, Northern District of Illinois, against the Lakeside Fish & Oyster Co., Chicago, Ill.

**ALLEGED SHIPMENT:** On or about December 21, 1948, from the State of Illinois into the State of Ohio.

**LABEL, IN PART:** "Packed by General Seafoods Division of General Foods Corporation Boston, Mass."

**NATURE OF CHARGE:** Misbranding, Section 403 (b), frozen pollock fillets were offered for sale under the name of frozen haddock fillets; and, Section 403 (i) (1), the label failed to bear the common or usual name of the food, frozen pollock fillets. (The product was shipped in fulfillment of a contract entered into between the shipper and the Quartermaster Market Center System, United States Army, to furnish frozen haddock fillets.)

**DISPOSITION:** June 15, 1950. A plea of guilty having been entered, the court imposed a fine of \$500, plus costs.

**16264. Adulteration of frozen ocean perch fillets. U. S. v. 231 Cartons \* \* \*. (F. D. C. No. 28985. Sample No. 63943-K.)**

**LIBEL FILED:** April 20, 1950, Middle District of Georgia.

**ALLEGED SHIPMENT:** On or about April 7, 1950, by Trident Fisheries, Inc., Gloucester, Mass.

**PRODUCT:** 231 10-pound cartons of frozen ocean perch fillets at Macon, Ga.

**LABEL, IN PART:** "Trident Brand Freshly Frozen Ocean Perch Fillets."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance by reason of the presence of parasites.

**DISPOSITION:** May 22, 1950. Default decree of condemnation and destruction.

**16265. Adulteration of canned salmon. U. S. v. 97 Cases \* \* \* (and 1 other seizure action). (F. D. C. No. 28340. Sample No. 54350-K.)**

**LIBELS FILED:** November 11 and 15, 1949, Southern District of Alabama.

**ALLEGED SHIPMENT:** On or about September 21, 1949, by John P. Herber & Co., Inc., from Bellingham, Wash.