

ALLEGED SHIPMENT: On or about May 26, 1952, by the Farmers Union Grain Terminal Association from Flaxville, Mont.

PRODUCT: 85,230 pounds of wheat at Minneapolis, Minn.

NATURE OF CHARGE: Adulteration, Section 402 (a) (2), the article contained an added poisonous and deleterious substance, a mercurial compound, which is unsafe within the meaning of the law since it is a substance not required in the production of the article and can be avoided by good manufacturing practice.

DISPOSITION: July 18, 1952. The Farmers Union Grain Terminal Association, St. Paul, Minn., 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, conditioned that it be reprocessed by scouring under the supervision of the Federal Security Agency.

The product was reconditioned, and 2,170 pounds of scourings and broken kernels were eliminated and destroyed.

19710. Adulteration of wheat bran and rye meal. U. S. v. 12 Bags, etc. (F. D. C. No. 34124. Sample Nos. 44742-L, 44743-L.)

LABEL FILED: November 10, 1952, District of Massachusetts.

ALLEGED SHIPMENT: On or about August 29, 1952, from Winona, Minn.

PRODUCT: 12 100-pound bags of wheat bran and 40 100-pound bags of rye meal at Lawrence, Mass.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the products consisted in whole or in part of filthy substances by reason of the presence of insects. The products were adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: March 16, 1953. Default decree of condemnation and destruction.

DAIRY PRODUCTS

BUTTER

19711. Adulteration of butter and misbranding of Colby cheese. U. S. v. Fort Dodge Creamery Co. Plea of guilty. Fine of \$450, plus costs. (F. D. C. No. 33823. Sample Nos. 33723-L, 35630-L, 48317-L.)

INFORMATION FILED: January 14, 1953, Northern District of Iowa, against the Fort Dodge Creamery Co., a corporation, Fort Dodge, Iowa.

ALLEGED VIOLATION: On or about March 14, 1941, the defendant gave to a firm engaged in the business of shipping cheese, in interstate commerce, at Lotts Creek, Iowa, a guaranty to the effect that all food products shipped by the defendant to the holder of the guaranty would be neither adulterated nor misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act.

On or about February 20 and March 28, 1952, the defendant shipped a number of boxes of misbranded Colby cheese to the holder of the guaranty, at Lotts Creek, Iowa. In addition, on or about May 10, 1952, the defendant shipped from Fort Dodge, Iowa, to Chicago, Ill., a number of boxes of adulterated butter.

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

Colby cheese. Misbranding (one lot), Section 403 (a), the label statement "Made From Pasteurized Milk" borne on the product was false and misleading since the product was not made from pasteurized milk; and, Section 403 (g) (1), the product failed to conform to the definition and standard of identity for Colby cheese since the milk used in its manufacture had not been pasteurized and the cheese had not been cured at a temperature of not less than 35 degrees F. for a period of not less than 60 days. Further misbranding (remaining lot), Section 403 (g) (1), the product failed to conform to the definition and standard of identity for Colby cheese since it contained more than 40 percent of moisture.

DISPOSITION: March 30, 1953. The defendant having entered a plea of guilty, the court fined the corporation \$450, together with costs.

CHEESE *

19712. Adulteration of cheddar cheese. U. S. v. Frank Baker (Dairy Belt Cheese Co.). Plea of nolo contendere. Fine, \$300. (F. D. C. No. 33826. Sample No. 53126-L.)

INFORMATION FILED: March 6, 1953, Eastern District of Missouri, against Frank Baker, trading as the Dairy Belt Cheese Co., Moberly, Mo.

ALLEGED VIOLATION: On or about June 20, 1951, the defendant gave to a firm engaged in the business of shipping cheese, in interstate commerce, a guaranty to the effect that all cheese delivered by the defendant under the guaranty would be neither adulterated nor misbranded.

On or about June 6, 1952, the defendant caused to be shipped to the holder of the guaranty, at Springfield, Mo., a quantity of cheese 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, manure fragments, cow hairs, feather barbules, rodent hair fragments, fly setae, thrips, and aphids, and by reason of the use of filth-contaminated milk in the preparation of the product.

DISPOSITION: March 13, 1953. The defendant having entered a plea of nolo contendere, the court fined him \$300.

19713. Misbranding of cheddar cheese and washed curd cheese. U. S. v. Fisher Cheese Co. and Fred W. Fisher. Pleas of nolo contendere. Each defendant fined \$300; sentence suspended against individual defendant. (F. D. C. No. 33851. Sample Nos. 24941-L, 24942-L, 49008-L.)

INFORMATION FILED: February 24, 1953, Northern District of Ohio, against the Fisher Cheese Co., a corporation, Wapakoneta, Ohio, and Fred W. Fisher, secretary.

ALLEGED SHIPMENT: On or about June 3 and July 16, 1952, from the State of Ohio into the States of Pennsylvania and Minnesota.

LABEL, IN PART: (Boxes) "Cheddar Cheese * * * Koneta Kured Brown Rind"; (labels) "Koneta Kured Natural Cheddar Cheese Distributed By Koneta Foods Company Wapakoneta, Ohio"; (boxes) "Midget Cheese Koneta Kured Brown Rind Cheddar Cheese" and "Washed Curd Cheese State Brand Natural Cheese."

*See also No. 19711.