

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a decomposed substance by reason of its having been made from decomposed cream.

**DISPOSITION:** November 10, 1953. The Sugar Creek Creamery Co. having appeared as claimant, judgment of condemnation was entered and the court ordered that the product be released under bond for conversion into butter oil, under the supervision of the Department of Health, Education, and Welfare.

### CHEESE

**20866. Adulteration of cheddar cheese. U. S. v. Melvin Juenger (Juenger Cheese Factory). Plea of guilty. Fine of \$250, plus costs. (F. D. C. No. 35201. Sample Nos. 62436-L, 62931-L, 62939-L.)**

**INFORMATION FILED:** November 2, 1953, Eastern District of Illinois, against Melvin Juenger, trading as the Juenger Cheese Factory, Marissa, Ill.

**ALLEGED VIOLATION:** On or about June 1, 1949, the defendant gave to a firm engaged in the business of shipping cheese in interstate commerce a guaranty to the effect that all cheese shipped and delivered by the defendant to the holder of the guaranty would not be adulterated within the meaning of the Federal Food, Drug, and Cosmetic Act.

On or about July 17, 1953, the defendant shipped and delivered to the holder of the guaranty, at Shelbyville, Ill., a quantity of cheddar cheese which was adulterated.

The defendant shipped also, on or about May 8, 1953, from Marissa, Ill., to St. Louis, Mo., a quantity of adulterated cheddar cheese.

**LABEL, IN PART:** "Whole Milk Cheddar Cheese Factory No. 13 Ill. Marissa Dairy Prod. Co. Marissa Illinois Made From Pasteurized Milk."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the article consisted in part of a filthy substance by reason of the presence of manure, insects, insect fragments, rodent hairs, cow hairs, and feather fragments, and by reason of the use of filth-contaminated milk in the preparation of the article; and, Section 402 (a) (4), the article had been prepared, packed, and held under insanitary conditions whereby it may have become contaminated with filth.

**DISPOSITION:** November 30, 1953. The defendant having entered a plea of guilty, the court fined him \$250, plus costs.

**20867. Misbranding of muenster cheese. U. S. v. 135 Boxes \* \* \*. (F. D. C. No. 35239. Sample Nos. 51695-L, 51696-L, 51698-L to 51701-L, incl.)**

**LABEL FILED:** May 19, 1953, Southern District of New York.

**ALLEGED SHIPMENT:** On or about March 20 and April 10, 1953, by the Pauly Cheese Co., from Green Bay, Wis.

**PRODUCT:** 135 boxes, each containing 6 6-pound loaves, of muenster cheese at New York, N. Y.

**LABEL, IN PART:** (Loaf) "Made In Wisconsin Pauly Muenster Cheese Made From Pasteurized Whole Milk."

**NATURE OF CHARGE:** Misbranding, Section 403 (a), the label statement "Made From Pasteurized \* \* \* Milk" was false and misleading as applied to the article, which was made from milk which had not been pasteurized.

Further misbranding, Section 403 (g) (1), the article failed to conform to the definition and standard of identity for muenster cheese since it was made from milk which had not been pasteurized.

DISPOSITION: June 23, 1953. Swift & Co., New York, N. Y., 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 the purpose of reprocessing it, under the supervision of the Department of Health, Education, and Welfare, for use in the manufacture of pasteurized processed cheese which would comply with all requirements of the law.

## FEEDS AND GRAINS

20868. Adulteration and misbranding of alfalfa meal. U. S. v. Arthur Stout. Plea of guilty. Fine \$200. (F. D. C. No. 35111. Sample No. 418-L.)

INFORMATION FILED: July 21, 1953, Western District of Oklahoma, against Arthur Stout, Frederick, Okla.

ALLEGED SHIPMENT: On or about January 22, 1953, from the State of Oklahoma into the State of Texas.

NATURE OF CHARGE: Adulteration, Section 402 (b) (2), an article containing a mixture of alfalfa meal, Johnson grass, and other weed plants had been substituted for alfalfa meal.

Misbranding, Section 403 (b), the article was a mixture of alfalfa meal, Johnson grass, and other weed plants, and it was offered for sale under the name of another food, namely, alfalfa meal; Section 403 (e) (1) and (2), the article failed to bear a label containing the name and place of business of the manufacturer, packer, or distributor, and an accurate statement of the quantity of the contents; Section 403 (i) (1), the article failed to bear a label containing the common or usual name of the article; and, Section 403 (i) (2), the article was fabricated from two or more ingredients, and it failed to bear a label containing the common or usual name of each such ingredient.

DISPOSITION: August 24, 1953. The defendant having entered a plea of guilty, the court fined him \$200.

20869. Adulteration and misbranding of cottonseed meal. U. S. v. 194 Bags \* \* \*. (F. D. C. No. 35090. Sample No. 165-L.)

LIBEL FILED: June 25, 1953, Western District of Kentucky.

ALLEGED SHIPMENT: On or about May 18, 1953, by the Nashville Cotton Oil Mill Corp., from Nashville, Tenn.

PRODUCT: 194 100-pound bags of cottonseed meal at Cadiz, Ky.

NATURE OF CHARGE: Adulteration, Section 402 (b) (1), a valuable constituent, protein, had been in part omitted or abstracted from the article.

Misbranding, Section 403 (a), the label statement "41% Protein \* \* \* Guaranteed Analysis Protein, Not Less Than . . . 41.00 Per Cent" was false and misleading as applied to the article, which contained less than the stated amount of protein.

DISPOSITION: August 21, 1953. Default decree of condemnation. The court ordered that the product, consisting of 10 100-pound bags which actually had been seized, be destroyed.