

**DAIRY PRODUCTS****BUTTER**

**20916. Adulteration of butter. U. S. v. Parkston Creamery Co. Plea of guilty.**  
Fine, \$500. (F. D. C. No. 35200. Sample No. 58038-L.)

**INFORMATION FILED:** November 10, 1953, District of South Dakota, against the Parkston Creamery Co., a corporation, Parkston, S. Dak.

**ALLEGED SHIPMENT:** On or about July 23, 1953, from the State of South Dakota into the State of Illinois.

**LABEL, IN PART:** (Box) "Distributed By Kennedy & Parsons Co. Omaha Sioux City 64# Butter."

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

**DISPOSITION:** January 15, 1954. The defendant having entered a plea of guilty, the court fined it \$500.

**CHEESE**

**20917. Adulteration of cheddar cheese. U. S. v. Vester Keeter (Taney County Cheese Factory). Plea of guilty. Fine of \$25, plus costs. (F. D. C. No. 35177. Sample No. 53661-L.)**

**INFORMATION FILED:** September 23, 1953, Western District of Missouri, against Vester Keeter, trading as the Taney County Cheese Factory, at Bradleyville, Mo.

**ALLEGED VIOLATION:** On or about May 16, 1952, the defendant caused to be given to a firm engaged in the business of shipping cheese in interstate commerce, a guaranty to the effect that none of the cheese delivered by the defendant under the guaranty would be adulterated or misbranded.

On or about July 9, 1953, the defendant caused to be shipped and delivered to the holder of the guaranty, at Clinton, Mo., a quantity of cheese which was adulterated.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the article consisted in part of a filthy substance by reason of the presence of insect fragments, rodent hair fragments, and manure, 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:** January 8, 1954. The defendant having entered a plea of guilty, the court fined him \$25, plus costs.

**20918. Misbranding of muenster cheese. U. S. v. 30 Boxes \* \* \*. (F. D. C. No. 35256. Sample No. 51711-L.)**

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

**ALLEGED SHIPMENT:** On or about April 24, 1953, by Armour Creameries, from Monroe, Wis.

**PRODUCT:** 30 boxes, each containing 6 6-pound loaves, of muenster cheese at New York, N. Y.

**LABEL, IN PART:** (Loaf) "Armour Star \* \* \* Cloverbloom Muenster Cheese Made From Pasteurized Milk"; (box) "Cloverbloom Muenster Cheese Red Rind Special Vacuum Packed."

**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:** July 21, 1953. Armour & Co., 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 using it in the manufacture of pasteurized process cheese which would comply with all requirements of the law.

## FEED AND GRAINS

**20919. Adulteration of canned dog food. U. S. v 52 Cases \* \* \*. (F. D. C. No. 35919. Sample No. 47851-L.)**

**LABEL FILED:** October 9, 1953, Middle District of Alabama.

**ALLEGED SHIPMENT:** On or about March 6, 1952, from Momenca, Ill.

**PRODUCT:** 52 cases, each containing 48 1-pound cans, of dog food at Dothan, Ala.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a decomposed substance. The article was adulterated while held for sale after shipment in interstate commerce.

**DISPOSITION:** November 13, 1953. Default decree of condemnation and destruction.

**20920. Adulteration and misbranding of swine mix. U. S. v. 36 Bags \* \* \*. (F. D. C. No. 33676. Sample No. 16641-L.)**

**LABEL FILED:** On or about September 4, 1952, Western District of Missouri.

**ALLEGED SHIPMENT:** On or about December 11, 1951, from Pasadena, Calif.

**PRODUCT:** 36 50-pound bags of swine mix at Kansas City, Mo. Analysis showed that the product contained 50 percent of the declared amount of vitamin D.

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

Misbranding, Section 403 (a), the label statement "Contains not less than: \* \* \* Vitamin D-2, USP Units 2,000,000" was false and misleading as applied to the article, which contained less than that amount of vitamin D.

The article was adulterated and misbranded while held for sale after shipment in interstate commerce.