

9286. Adulteration of butter. U. S. v. Lakeview Dairies, Inc. Plea of nolo contendere. Fine, \$300. (F. D. C. No. 17842. Sample Nos. 5673-H, 5674-H, 5677-H, 5678-H, 5681-H, 5684-H.)

INFORMATION FILED: March 25, 1946, Western District of Wisconsin, against the Lakeview Dairies, Inc., Pepin, Wis.

ALLEGED SHIPMENT: On or about March 6 and 16, 1945, from the State of Wisconsin into the State of New York.

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

DISPOSITION: April 4, 1946. A plea of nolo contendere having been entered on behalf of the defendant, the court imposed a fine of \$100 on each of the 3 counts.

9287. Misbranding of butter. U. S. v. Loren C. Ellis (Paola Butter Co.). Plea of guilty. Fine, \$150 and costs. (F. D. C. No. 16527. Sample Nos. 81387-F to 81389-F, incl., 81578-F, 81579-F.)

INFORMATION FILED: February 6, 1946, District of Kansas, against Loren C. Ellis, an individual trading as the Paola Butter Co., Paola, Kans. The defendant was charged with giving false guaranties. The guaranties were given to the Cudahy Packing Co., Chicago, Ill., on or about February 2, 1943, and to Swift & Co., Chicago, Ill., on or about April 7, 1943. They provided that each article comprising each shipment or delivery made by the defendant to the latter firms would be neither adulterated nor misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act. Between the approximate dates of August 17 and November 3, 1944, the defendant sold and delivered to the Cudahy Packing Co. and Swift & Co. a number of cases of butter; and on or about August 22 and November 1, 1944, the Cudahy Packing Co. and Swift & Co. shipped from the State of Kansas into the State of Missouri a portion of the butter which had been delivered to them and guarantied by the defendant.

LABEL, IN PART: "Cudahy's Sunlight Creamery Butter Net Weight 1 Lb. * * * The Cudahy Packing Co. Distributors, General Offices, Chicago, Ill.," or "Four Ounces Net [or "4 oz. Net Weight," or "One Pound Net Weight"] Swift's Brookfield Butter Distributed by Swift & Company—General Office—Chicago, Ill."

NATURE OF CHARGE: Misbranding, Section 403 (e) (2), the article failed to bear a label containing an accurate statement of the quantity of the contents, since the packages contained less than the declared weight.

DISPOSITION: February 25, 1946. A plea of guilty having been entered, the defendant was fined \$50 on each of 3 counts, a total fine of \$150, plus costs.

CHEESE*

9288. Action to enjoin and restrain the interstate shipment of cheese and cheese products. U. S. v. Henry B. Miller (Miller Creamery). Consent decrees. Injunction granted. (Inj. No. 112.)

COMPLAINT FILED: October 5, 1945, District of Kansas, against Henry B. Miller, trading as the Miller Creamery, Fort Scott, Kans.; amended October 10, 1945.

NATURE OF CHARGE: That the defendant had been in the past, and was at the time the complaint was filed, receiving and processing raw milk from which he manufactured and prepared cheese and cheese products, the greater part of which were introduced or delivered for introduction into interstate commerce by the defendant. The complaint charged that the cheese and cheese products so manufactured were adulterated as follows: Section 402 (a) (3), they consisted in whole or in part of filthy, putrid, or decomposed substances since they contained insect and rodent hair fragments, nondescript dirt, and other filthy substances; and, Section 402 (a) (4), they were prepared, packed, or held under insanitary conditions whereby they may have become contaminated with filth. The defendant's plant contained cockroaches and flies which contaminated the milk in the cheese vats and cream pasteurizer; the doors of the plant were unscreened; a sewer was located in an alley about 10 feet distant from the room in which cheese was manufactured; puddles of decomposed whey were permitted to accumulate; rodents, rodent runs, and

*See also Nos. 9248, 9294.

rodent excreta existed at various places in the plant, including the section where raw materials were stored; and the milk purchased and received by the defendant, from which the cheese and cheese products were processed and manufactured, contained large amounts of filth such as chaff, vegetable matter, cow hairs, insect parts, rodent hairs, manure, and nondescript dirt.

PRAYER OF COMPLAINT: That a preliminary and permanent injunction issue, restraining and enjoining the defendant from commission of the acts complained of.

DISPOSITION: On November 5, 1945, the defendant filed an answer to the amended complaint, denying in substance the material allegation of the complaint. On March 11, 1946, however, when the case came on for hearing, the defendant admitted the truth of the allegations of the complaint, and he consented that a permanent injunction be granted as prayed, which the court so ordered.

9289. Adulteration of cheese. U. S. v. Swift and Co. Plea of guilty. Fine, \$100 and costs. (F. D. C. No. 16613. Sample Nos. 2773-H, 10329-H, 16664-H, 17730-H.)

INFORMATION FILED: January 15, 1946, Northern District of Ohio, against Swift and Co., a corporation, Lima, Ohio.

ALLEGED SHIPMENT: On or about June 12, 15, and 22, 1945, from the State of Ohio into the States of Pennsylvania and Illinois.

LABEL, IN PART: (Portion) "Cheddar Cheese * * * Colored Triple Daisies."

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 insects, insect fragments, colored thread fragments, metal fragments, pieces of wood, a feather fragment, a weevil, an aphid, a rodent pellet, a fragment of rodent hair, a hair resembling a rodent hair, a cow hair, and nondescript dirt; and, Section 402 (a) (4), it had been prepared and packed under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: January 23, 1946. A plea of guilty having been entered on behalf of the defendant, the court imposed a fine of \$100, plus costs.

9290. Adulteration and misbranding of grated cheese, oil, and chick peas. U. S. v. Hermes Importing Co. Plea of guilty. Fine, \$400 and costs. (F. D. C. No. 15533. Sample Nos. 75390-F, 75924-F to 75926-F., incl.)

INFORMATION FILED: June 6, 1945, Western District of Pennsylvania, against the Hermes Importing Co., a partnership, Pittsburgh, Pa.

ALLEGED SHIPMENT: On or about July 7 and 18 and August 8, 1944, from the State of Pennsylvania into the States of West Virginia and Ohio.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), all articles consisted in whole or in part of filthy substances by reason of the presence (in the cheese) of the larvae of storage insects, flies, fragments of larvae, whole insects such as larvae, adult insects, and insect fragments; (in the oil) storage moths and insect fragments; and (in the chick peas) insect-infested chick peas. Further adulteration, Section 402 (a) (4), the articles had been prepared or packed under insanitary conditions whereby they may have become contaminated with filth.

Misbranding, Section 403 (e) (1), all articles failed to bear labels containing the name and place of business of the manufacturer, packer, or distributor; Section 403 (e) (2), they failed to bear labels containing a statement of the quantity of the contents; and, Section 403 (i) (1), they failed to bear labels containing the common or usual name of the product.

Misbranding, Section 403 (c), the oil was an imitation of olive oil and failed to bear a label containing, in type of uniform size and prominence, the word "imitation" and, immediately thereafter, the name of the food imitated; Section 403 (i) (2), it failed to bear a label containing the common or usual name of each ingredient; and, Section 403 (k), it contained artificial flavoring and coloring and failed to bear labeling stating that fact.

DISPOSITION: January 17, 1946. A plea of guilty having been entered on behalf of the defendant, the court imposed a fine of \$400, plus costs.

9291. Adulteration of cheese. U. S. v. 25 Kegs of Feta Cheese. Default decree of condemnation. Product ordered delivered to a rendering plant. (F. D. C. No. 18952. Sample Nos. 12307-H, 12489-H.)

LABEL FILED: January 8, 1946, District of Massachusetts.