

ALLEGED VIOLATION: On or about August 30, 1948, the defendants caused to be given to a firm engaged in the business of shipping butter in interstate commerce, a guaranty to the effect that no butter sold by the defendant would be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act.

On or about August 23, 1950, the defendant shipped and delivered to the holder of the guaranty, at Mitchell, S. Dak., a quantity of butter that was adulterated.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the food consisted in part of a filthy substance by reason of the presence of fly fragments, insect fragments, mites, manure, and rat or mouse hairs; and, Section 402 (a) (4), the food had been prepared and packed under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: March 16, 1951. Pleas of guilty having been entered, the court imposed a fine of \$25 against each defendant.

17217. Adulteration of butter. U. S. v. Farmers Co-operative Creamery Co., a corporation. Plea of guilty. Fine, \$100. (F. D. C. No. 30006. Sample No. 75775-K.)

INFORMATION FILED: January 16, 1951, District of South Dakota, against the Farmers Co-operative Creamery Co., a corporation, Canton, S. Dak.

ALLEGED VIOLATION: On or about February 15, 1949, the defendant gave to a firm engaged in the business of shipping butter in interstate commerce, at Sioux Falls, S. Dak., a guaranty to the effect that no butter sold by the defendant would be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act. On or about June 23, 1950, the defendant sold and delivered to the holder of the guaranty, at Sioux Falls, S. Dak., a quantity of butter 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 ants, fly fragments, insect fragments, manure, insect eggs, feathers, rat and mouse hairs, and sediment, and by reason of the use of filth-contaminated cream in its preparation; and, Section 402 (b) (2), a product which contained less than 80 percent by weight of milk fat had been substituted for butter.

DISPOSITION: January 26, 1951. A plea of guilty having been entered, the court imposed a fine of \$100.

CHEESE

17218. Adulteration of Primost cheese. U. S. v. Scriver L. Charlson (S. L. Charlson). Plea of guilty. Fine of \$100 on count 1; fine of \$100 on count 2 suspended and defendant placed on probation for 1 year. (F. D. C. No. 29651. Sample Nos. 85234-K, 85594-K.)

INFORMATION FILED: November 29, 1950, District of Minnesota, against Scriver L. Charlson, trading as S. L. Charlson, Dennison, Minn.

ALLEGED SHIPMENT: On or about July 26 and August 3, 1950, from the State of Minnesota into the State of Iowa and North Dakota.

LABEL, IN PART: "Charlson's Home Made Primost One Pound Net Weight S. L. Charlson Dennison, Minn."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in part of a filthy substance by reason of the presence of insects, insect fragments, setae, manure, thrips, and rat or mouse hairs; and, Section 402 (a) (4), the product had been prepared and packed under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: April 2, 1951. A plea of guilty having been entered, the court imposed a fine of \$100 on each of the 2 counts, but suspended payment of the fine on count 2 and placed the defendant on probation for 1 year.

EGGS

17219. Adulteration and misbranding of dried eggs. U. S. v. 33 Drums, etc.
(F. D. C. No. 30376. Sample Nos. 91995-K, 91996-K.)

LIBEL FILED: January 11, 1951, Southern District of New York.

ALLEGED SHIPMENT: On or about June 9, 1950, by the Seymour Packing Co., from Topeka, Kans.

PRODUCT: 146 45-pound drums of dried eggs at New York, N. Y.

LABEL, IN PART: "Dried Whole Eggs Screenings * * * Not For Human Consumption" and "Dried Whole Eggs Sifted * * * Not For Human Consumption."

NATURE OF CHARGE: Adulteration, Section 402 (b) (2), carbonaceous materials had been substituted in whole or in part for dried whole eggs; and, Section 402 (b) (4), carbonaceous materials had been added to the article and mixed and packed with it so as to reduce its quality or strength.

Misbranding, Section 403 (g) (1), the article purported to be and was represented as dried whole eggs, a food for which a definition and standard of identity had been prescribed by regulations, and it failed to conform to such definition and standard since it contained carbonaceous materials which are not provided for in such standard as an ingredient of dried whole eggs.

DISPOSITION: March 2, 1951. The Seymour Packing 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 to be denatured with kerosene, under the supervision of the Federal Security Agency, so that it could not be disposed of for human consumption but would be satisfactory for tanning purposes.

17220. Adulteration of frozen eggs. U. S. v. 64 Cans * * *. (F. D. C. No. 30158. Sample No. 83343-K.)

LIBEL FILED: November 24, 1950, Northern District of Illinois.

ALLEGED SHIPMENT: On or about June 26, 1950, by the Ovson Egg Co., from Kansas City, Mo.

PRODUCT: 64 30-pound cans of frozen eggs at Chicago, Ill.

LABEL, IN PART: "Special Mixed Eggs."

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