

**DAIRY PRODUCTS****BUTTER**

**17351. Adulteration of butter. U. S. v. Fairmont Foods Co. Plea of guilty. Fine, \$200. (F. D. C. No. 30113. Sample No. 69763-K.)**

**INFORMATION FILED:** April 2, 1951, against the Fairmont Foods Co., a corporation, Youngstown, Ohio.

**ALLEGED SHIPMENT:** On or about October 5, 1950, from the State of Ohio into the State of Pennsylvania.

**LABEL, IN PART:** (Carton) "Blue Ribbon Parch The Fairmont Creamery Co. Youngstown, Ohio"; (wrapper) "Blue Ribbon Brand Butter Packed By Fairmont Foods Company 1 Lb. General Offices, Omaha, Neb., U. S. A."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the article consisted in part of a filthy substance by reason of the presence of insects, insect fragments, fly fragments, vinegar fly eggs, rodent hair fragments, and feather barbules; and the article consisted in part of a decomposed substance since the product was made from decomposed cream.

**DISPOSITION:** April 13, 1951. A plea of guilty having been entered, the court imposed a fine of \$200.

**17352. Adulteration of butter. U. S. v. Beaver Valley Creameries, Inc., and Elmer R. Schultz. Each defendant fined \$150. (F. D. C. No. 30109. Sample No. 85229-K.)**

**INFORMATION FILED:** May 15, 1951, District of North Dakota, against Beaver Valley Creameries, Inc., Wishek, N. Dak., and Elmer R. Schultz, president of the corporation.

**ALLEGED SHIPMENT:** On or about August 14, 1950, from the State of North Dakota into the State of Minnesota.

**LABEL, IN PART:** "Butter Beaver Valley Brand \* \* \* Beaver Valley Creameries, Inc. Wishek, North Dakota."

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (1), a valuable constituent, 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.

**DISPOSITION:** June 19, 1951. Pleas of guilty having been entered, the court imposed a fine of \$150 against each defendant. Costs also were assessed.

**17353. Adulteration and misbranding of butter. U. S. v. Ephraim Creamery Co., a partnership. Plea of guilty. Fine, \$105. (F. D. C. No. 30569. Sample Nos. 67818-K, 67822-K.)**

**INFORMATION FILED:** April 13, 1951, District of Utah, against the Ephraim Creamery Co., a partnership, Salt Lake City, Utah.

**ALLEGED VIOLATION:** On or about March 27, 1944, the defendant gave to a firm engaged in the business of shipping butter in interstate commerce, at Salt Lake City, Utah, a guaranty to the effect that no butter shipped or delivered by the defendant would be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act.

On or about August 1 and 18, 1950, the defendant shipped and delivered to the holder of the guaranty, at Salt Lake City, Utah, two lots of butter, one which was adulterated and misbranded and the other which was misbranded.

**LABEL, IN PART:** (Boxes, both lots) "One Pound Net Weight Cloverbloom \* \* \* Butter"; (prints, 1 lot) "Four Ounces Net Weight."

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

Misbranding (both lots), Section 403 (e) (2), the labels failed to bear accurate statements of the quantity of the contents since the product was short of the declared weight.

**DISPOSITION:** April 20, 1951. A plea of guilty having been entered, the court imposed a fine of \$105.

### CHEESE

**17354. Adulteration of Cheddar cheese. U. S. v. Charles F. Umland (Colfax Cheese Co.). Plea of guilty. Fine, \$300. (F. D. C. No. 30595. Sample Nos. 58944-K, 83745-K.)**

**INFORMATION FILED:** May 10, 1951, Southern District of Illinois, against Charles F. Umland, trading as the Colfax Cheese Co., Colfax, Ill.

**ALLEGED VIOLATION:** On or about November 21, 1947, the defendant gave to a firm engaged in the business of shipping cheese in interstate commerce, at Chicago, Ill., a guaranty to the effect that no cheese shipped or delivered by the defendant to the holder of the guaranty would be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act.

On or about November 6 and December 1, 1950, the defendant sold and delivered under the guaranty, at Chicago, Ill., a number of boxes 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 rodent hair fragments, insect fragments, and manure fragments, and by reason of the use of filth-contaminated milk in the preparation of the product.

**DISPOSITION:** May 21, 1951. A plea of guilty having been entered, the court imposed a fine of \$300.

**17355. Adulteration of Cheddar cheese. U. S. v. 40 Cheddars \* \* \*. (F. D. C. No. 30187. Sample No. 69670-K.)**

**LIBEL FILED:** December 4, 1950; amended libel filed January 3, 1951, Southern District of Illinois.

**ALLEGED SHIPMENT:** On or about October 7, 1950, by the Supreme Dairy Products Co., from Macomb, Ill., to Curwensville, Pa., and later returned to the Supreme Dairy Products Co., at Macomb, Ill.

**PRODUCT:** 40 70-pound Cheddars at Macomb, Ill.

**LABEL, IN PART:** "Illinois Cheddar Cheese Made From Pasteurized Milk."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance since it was made from filthy milk and contained manure fragments.

**DISPOSITION:** On January 3, 1951, 29 cheeses which had been seized in excess of the amount covered by the libel were ordered returned to the Supreme Dairy Products Co. On July 9, 1951, a default decree of condemnation was entered with respect to the 40 cheeses, and the court ordered that they be destroyed.