

**DAIRY PRODUCTS****BUTTER**

**21260. Adulteration of butter. U. S. v. Cudahy Packing Co. Plea of guilty. Fine, \$3,000. (F. D. C. No. 35811. Sample Nos. 55912-L, 55915-L, 79084-L.)**

**INFORMATION FILED:** March 26, 1954, Southern District of Ohio, against the Cudahy Packing Co., a corporation, Washington Court House, Ohio.

**ALLEGED SHIPMENT:** On or about September 8, 14, and 28, 1953, from the State of Ohio into the State of Pennsylvania.

**LABEL, IN PART:** (Wrapper) "Daisy Maid Creamery Butter" and "Valley Farm Brand Butter."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (4), the article had been prepared and packed under insanitary conditions whereby it may have become contaminated with filth.

**DISPOSITION:** May 12, 1954. The corporation having entered a plea of guilty, the court fined it \$3,000.

**21261. Adulteration of butter. U. S. v. 16 Burlap Bags, etc. (F. D. C. No. 35887. Sample No. 19737-L.)**

**LIBEL FILED:** November 19, 1953, District of Minnesota.

**ALLEGED SHIPMENT:** On or about November 14, 1953, from Burlington, Wis.

**PRODUCT:** 16 burlap bags, each containing 60 pounds, and 6 boxes, each containing 32 1-pound cartons, of butter at Minneapolis, Minn.

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

**DISPOSITION:** November 30, 1953. A default decree was entered providing for the destruction of the product unless denatured for use as animal feed.

**CHEESE**

**21262. Adulteration of cheddar cheese. U. S. v. Chateaugay Cooperative Marketing Association, Inc. Plea of guilty. Fine, \$100. (F. D. C. No. 35800. Sample No. 56142-L.)**

**INFORMATION FILED:** April 28, 1954, Northern District of New York, against Chateaugay Cooperative Marketing Association, Inc., Chateaugay, N. Y.

**ALLEGED SHIPMENT:** On or about May 19, 1953, the defendant gave to a firm at Chateaugay, N. Y., which was engaged in the business of shipping cheese in interstate commerce, a guaranty to the effect that no article delivered by it 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 July 8, 1953, the defendant delivered to the holder of the guaranty, at Chateaugay, N. Y., a number of boxes of cheddar 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 manure fragments and insect fragments and by reason of the use of filth-contaminated milk in the preparation of the article.