

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.