

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

DISPOSITION: On November 14, 1947, Land O'Lakes Creameries, Inc., having filed a motion to dismiss the action on the ground that it had received the goods in good faith from the Minnesota Cheese Producers Association of Pine Island, Minn., and held a guaranty from that association, the court handed down the following memorandum opinion, ordering the action dismissed against the Land O'Lakes Creameries, Inc.:

DONOVAN, District Judge: "It appears that the defendant Land O'Lakes Creameries, Incorporated, acted in good faith in receiving the food described. There is nothing to indicate intent to violate 21 U. S. C. A. 342 (a) (3) (4). A dealer is in a somewhat better position than the manufacturer in a case such as this is. *Gleuser, Kohn & Co. v. United States, 224 U. S. 84.*"
 "The case is close enough, however, to serve as a warning to defendant Land O'Lakes Creameries, Incorporated, to exercise caution in marketing such goods. The Public must be protected against the sort of situation that here exists. The guaranty does not appear to bring the Land O'Lakes Creameries, Incorporated, within the purview of the Act. Under the conditions here existing, the burden of the accusation seems to rest directly on the manufacturer."

On July 26, 1948, a plea of guilty having been entered on behalf of the Minnesota Cheese Producers Association of Pine Island, Minn., a fine of \$500 was imposed.

2. Adulteration of Swiss cheese. U. S. v. Herman F. Winkleman (Champion Cheese Co.). Plea of guilty; fine of \$150 and costs. (F. D. C. No. 25597. Sample No. 7989-K.)

INFORMATION FILED: December 10, 1948, Northern District of Ohio, against Herman F. Winkleman, trading as the Champion Cheese Co., Sugar Creek, Ohio.

VIOLATION: The defendant was charged with giving a false guaranty to Carl Jusi of Canton, Ohio, on or about May 4, 1948. It provided that all cheese delivered to Carl Jusi by the defendant would be neither adulterated nor misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act.

On or about June 14, 1948, the defendant sold and delivered to Carl Jusi at Canton, Ohio, a quantity of adulterated Swiss cheese. On or about June 15, 1948, Carl Jusi shipped the cheese from the State of Ohio into the State of Pennsylvania.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in part of a filthy substance by reason of the presence of insect fragments, rodent hair fragments, and rodent excreta; and, Section 402 (a) (4), it had been prepared, packed, and held under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: January 21, 1949. A plea of guilty having been entered, the defendant was fined \$150, together with costs.

3. Adulteration of Cheddar cheese. U. S. v. 71 Boxes * * *. (F. D. C. No. 25650. Sample Nos. 24981-K to 24987-K, incl.)

INFORMATION FILED: September 22, 1948, Western District of Wisconsin.