

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance by reason of the presence of insects and insect parts.

DISPOSITION: September 5, 1950. The shipper having appeared as claimant and 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 reconditioned or denatured for use as animal feed, under the supervision of the Food and Drug Administration. Reconditioning operations resulted in the salvage of 50½ 100-pound bags; about 50 pounds of waste material from the cleaning process was ground into animal feed.

17215. Adulteration and misbranding of Coco-Wheats cereal. U. S. v. Little Crow Milling Co. Plea of nolo contendere. Fine of \$100, plus costs. (F. D. C. No. 30084. Sample No. 65406-K.)

INFORMATION FILED: March 14, 1951, Northern District of Indiana, against the Little Crow Milling Co., a corporation, Warsaw, Ind.

ALLEGED SHIPMENT: On or about May 24, 1950, from the State of Indiana into the State of Illinois.

LABEL, IN PART: "A product of Little Crow Coco-Wheats Cooks in 4 minutes The delicious Cocoa coated Hot Wheat Cereal Wheat Farina, Cocoa, Vitamin B₁, 'Sunshine' Vitamin 'D,' Calcium, Vanilla, Vanillin and Courmarin. Net Wt. 1 Lb. 8 Oz. * * * Nutritionally Improved One serving of Coco-Wheats (one dry oz.) supplies from 10 to 20% of the Vitamin B₁ and 20% of the Calcium and 50% of the 'Sunshine' Vitamin D required for minimum daily needs of adults and children."

NATURE OF CHARGE: Adulteration, Section 402 (b) (1), valuable constituents, vitamin D and calcium, had been in part omitted or abstracted from the product.

Misbranding, Section 403 (a), the label statements "One serving of Coco-Wheats (one dry oz.) supplies * * * 20% of the Calcium and 50% of the 'Sunshine' Vitamin D required for minimum daily needs of adults and children" were false and misleading since each dry ounce of the product would not supply 20 percent of the calcium and 50 percent of the vitamin D required for the minimum daily needs of adults and children.

DISPOSITION: April 11, 1951. A plea of nolo contendere having been entered, the court imposed a fine of \$100, plus costs.

DAIRY PRODUCTS*

BUTTER

17216. Adulteration of butter. U. S. v. Farmers Creamery Assn. of De Smet, a corporation, and Kenneth A. Hillestad. Pleas of guilty. Each defendant fined \$25. (F. D. C. No. 30052. Sample No. 85313-K.)

INFORMATION FILED: February 13, 1951, District of South Dakota, against Farmers Creamery Assn. of De Smet, a corporation, De Smet, S. Dak., and Kenneth A. Hillestad, manager of the corporation.

*See also No. 17250.

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."