

**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 insect-infested cocoa beans, and of a decomposed substance by reason of the presence of moldy cocoa beans. The product was adulterated while held for sale after shipment in interstate commerce.

**DISPOSITION:** October 7, 1952. The Ambrosia Chocolate Co., Milwaukee, Wis., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond for the purpose of salvaging and making it fit for human consumption or, in the alternative, for the purpose of recovering theobromine and other nonedible substances, under the supervision of the Federal Security Agency. Approximately 1,000 pounds of the product were found unfit and were destroyed as a result of the salvaging operations.

19158. Adulteration of glace fruit. U. S. v. 100 Cartons, etc. (F. D. C. No. 33194. Sample No. 3906-L.)

**LIBEL FILED:** On or about April 21, 1952, District of Maryland.

**ALLEGED SHIPMENT:** On or about March 4, 1952, by the Garden Fruit Specialties, from Lakeland, Fla.

**PRODUCT:** Glace fruit. 100 40-pound cartons and 97 37-pound cartons at Baltimore, Md.

**LABEL, IN PART:** "Dried Preserved Peel and Fruit Creole Mix."

**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 fragments.

**DISPOSITION:** May 16, 1952. Default decree of condemnation and destruction.

## DAIRY PRODUCTS

### BUTTER

19159. Adulteration of butter. U. S. v. 98 Boxes (6,272 pounds) \* \* \*. (F. D. C. No. 31489-A. Sample No. 65193-L.)

**LIBEL FILED:** October 2, 1952, District of Minnesota.

**ALLEGED SHIPMENT:** On or about September 17, 1952, by the Scandinavian Coop. Creamery Co., from Viborg, S. Dak.

**PRODUCT:** 98 64-pound boxes 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 insect fragments, rodent hairs, setae, manure, mites, and feather fragments, and by reason of the preparation of the article from filthy cream.

**DISPOSITION:** February 4, 1953. The Scandinavian Coop. Creamery Co. having filed an answer denying that the product was adulterated as alleged in the libel and later having agreed to the disposition of the product to a rendering plant, judgment was entered providing for the destruction of the product unless disposed of by the marshal for rendering purposes.

19160. Adulteration of butter. U. S. v. Linton Creamery Co., Inc., Steven C. Thomas, and Elmer R. Schultz. Pleas of guilty. Corporation and Elmer R. Schultz each fined \$400 and Steven C. Thomas \$100, together with costs. (F. D. C. No. 31593. Sample No. 9438-L.)

**INFORMATION FILED:** February 15, 1952, District of North Dakota, against Linton Creamery Co., Inc., Linton, N. Dak., Steven C. Thomas, manager and secretary-treasurer, and Elmer R. Schultz, president.

**ALLEGED SHIPMENT:** On or about September 29, 1951, from the State of North Dakota into the State of Wisconsin.

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

**DISPOSITION:** August 12, 1952. Pleas of guilty having been entered, the corporation and Elmer R. Schultz were each fined \$400 and Steven C. Thomas \$100, together with costs.

### CHEESE

**19161. Adulteration of Cheddar cheese. U. S. v. Marion County Cooperative Association. Plea of nolo contendere. Fine of \$100 suspended and defendant placed on probation. (F. D. C. No. 31556. Sample No. 32009-L.)**

**INFORMATION FILED:** October 8, 1951, Western District of Arkansas, against the Marion County Cooperative Association, a corporation, Yellville, Ark.

**ALLEGED SHIPMENT:** Between July 3 and 6, 1951, from the State of Arkansas into the State of Missouri.

**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, insect fragments, and rodent hair fragments, and by reason of the use of dirty milk in the preparation of the article; and, Section 402 (a) (4), the article had been prepared and packed under insanitary conditions whereby it may have become contaminated with filth.

**DISPOSITION:** March 17, 1952. A plea of nolo contendere having been entered, the court imposed a fine of \$100, which was suspended, and placed the corporation on probation.

### FEEDS AND GRAINS

**19162. Adulteration and misbranding of hog feed. U. S. v. O. A. Cooper Co. Plea of nolo contendere. Fine, \$200, and costs. (F. D. C. No. 32755. Sample No. 379-L.)**

**INFORMATION FILED:** May 23, 1952, District of Nebraska, against the O. A. Cooper Co., a corporation, Humboldt, Nebr.

**ALLEGED SHIPMENT:** On or about August 6, 1951, from the State of Nebraska into the State of Kansas.

**LABEL, IN PART:** "Cooper \* \* \* 40% Hog Balancer Guaranteed Analysis Crude Protein, not less than 40.00%."

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), a product containing less than 40 percent of protein had been substituted in whole or in part for a product containing 40 percent of protein.

Misbranding, Section 403 (a), the label statement "Guaranteed Analysis Crude Protein, not less than 40.00%" was false and misleading.

**DISPOSITION:** May 28, 1952. A plea of nolo contendere having been entered, the court fined the defendant \$200, together with costs.