

**COPY OF THE AGREEMENT BETWEEN THE MEDICAL MILK COMMISSION OF  
ESSEX COUNTY, N. J., AND STEPHEN FRANCISCO, OF CALDWELL, N. J., DATED  
MAY 19, 1893**

The following agreement, made this nineteenth day of May, 1893, between Henry L. Coit, M. D., of Newark, New Jersey; Theron Y. Sutphen, M. D., of Newark, New Jersey; William B. Graves, M. D., of East Orange, New Jersey; L. Eugene Holhster, M. D., of Newark, New Jersey; Joseph W. Stickler, M. D., of Orange, New Jersey, and James S. Brown, M. D., of Montclair, New Jersey, parties of the first part; and Stephen Francisco, of Caldwell, New Jersey, party of the second part: Witnesseth as follows: That the party of the second part doth hereby bind himself to a fulfilment of the provisions of this contract, for and in consideration of the benefits hereinafter named by the parties of the first part.

Furthermore, the following named persons: Frank A. Wilkinson, of Newark, New Jersey; Isaac Lane, of Caldwell, New Jersey, and William Bush, of Caldwell, New Jersey, all acquaintances of the party of the second part, hereby affix their signatures to this agreement, attest to the honor of the party of the second part, and become sureties for the execution of this agreement.

1. The party of the second part doth hereby agree to conduct such parts of his dairy as may be hereinafter named, collect and handle its products in conformity with the following code of requirements, for and in consideration of the promised endorsement of the parties of the first part, as hereinafter indicated. The milk thus produced shall be known as certified milk; shall be designed especially for clinical purposes, and when at any time the demand shall be greater than the supply, and is required by a physician, either for infant feeding or the diet of the sick, it is hereby agreed that such shall be the preferred purchaser.

2. The party of the second part further agrees to pay for chemical and bacteriologic examinations of the aforesaid certified milk, at such times as in the judgment of the parties of the first part is desirable.

3. He also agrees to defray the cost of a bi-monthly inspection of his dairy stock, or oftener, if necessary, by a competent and approved veterinarian, all of which persons, namely, the chemist, the bacteriologist, and the veterinary surgeon, shall be chosen by the parties of the first part, to whom they shall render their reports in writing.

4. It is expressly understood and agreed, that the party of the second part shall not pay more than the sum of five hundred dollars in any one year for the services of chemist, bacteriologist and veterinary surgeon, and the party of the first part shall limit the expense of such service to that amount. It is furthermore agreed that the party of the second part, on receipt of a certified copy of the reports of the experts, shall mail to the

persons indicated by the parties of the first part, and not to others, a duplicate printed copy of the aforesaid reports, bearing the signatures of the experts and the

names of the physicians. The same to be issued at such intervals as in the judgment of the parties of the first part is desirable; also that the necessary expenditures for printing and circulation be met in the same way as herein provided for expert examinations.

#### *Location of Lands*

5. It is hereby understood and agreed, that the lands used by the owners, agents or assigns of the dairy, conducted by the party of the second part, and employed for pasturage, or any lands that may be hereafter acquired for such purposes, or such lands as may be used for the cultivation of hay or fodder, shall be subject to the approval of the parties of the first part.

#### *Buildings*

6. It is also understood and agreed, that the buildings, such as stables, creamery, dairy house and spring house, shall be constructed after the most approved style of architecture, in so far as construction may affect the health of the dairy stock, or the character and conditions of the milk.

7. That the buildings used for the housing of the animals shall be situated on elevated grounds, and capable of being properly drained.

8. Said buildings to be sheltered from cold winds, lighted and ventilated according to approved hygienic methods. The buildings shall be constructed so as to favor the prompt and easy removal of waste products.

9. The apartments used for the storage of either feed or fodder shall be removed from possible contamination by stable waste or animal odors.

10. All buildings shall, in addition to healthful location, approved construction and proper ventilation, be kept free from animal or vegetable matter in a state or process of decomposition or decay, and always free from accumulations of dust or mould.

#### *The Water-supply*

11. The dairy shall be supplied with an abundance of pure water.

12. No water from shallow wells or springs holding surface drainage shall be used for watering stock, cooling milk, or cleaning vessels.

13. Nor shall any well or spring be located within three hundred feet of the stable.

#### *Surroundings*

14. It is further understood and agreed that the immediate surroundings of the buildings shall be kept in a condition of cleanliness and order. There shall not be allowed to accumulate in the vicinity any loose dirt, rubbish or decayed vegetable or animal matter, or animal waste.

15. Nor shall there be within three hundred yards of any building any constantly wet or marshy ground or stagnant pools of water.

16. Nor shall there be kept within three hundred yards of any building used for dairy purposes any fowl, hogs, horses or other live-stock.

17. It is hereby understood and agreed that the following unhealthful conditions shall be a sufficient reason to exclude any animal from the herd used for any purpose in the aforesaid dairy: Any animal that is judged by a competent observer to suffer from tuberculosis even though the disease be localized or latent.

18. Any animal with fever. Any animal suffering from septic absorption or other disease followed or associated with parturition.

19. Any animal suffering from mammitis or mammary abscess.

20. Any animal with persistent diarrhea or any other abnormal physical condition which could in any way be detrimental to the character of the milk.

21. It is furthermore agreed that when an animal shall be found by a competent observer to be in a state of ill health, prejudicial either to the other animals in the herd or to human health, the same shall be removed immediately and if necessary shall be killed.

22. It is also understood and agreed that the party of the second part shall exclude from the herd used for producing certified milk, immediately after discovery, any animal subject to the following conditions: Any animal that was bred through consanguinity within a period of three generations.

23. And from this time forth, any animal of those bred by the party of the second part, used for producing certified milk, that was not, as a heifer, kept sterile during its first twenty-seven months.

24. Any phenomenal milker, except that glandular disease or tuberculosis has first been excluded by a competent observer.

25. It is furthermore agreed that if at any time it is desired by the parties of the first part, that a different breed of milch cows should be substituted for the one in use, in order that the standards of quality in the milk may be raised, the party of the second part will endeavor to carry the same into effect.

### *Housing and Care*

26. It is furthermore agreed, that the dairy stock employed in the production of certified milk shall be properly sheltered from the influences of weather and climate prejudicial to their health; also that the animals shall be kept clean, groomed every day, and treated kindly at all times.

27. The waste products of the stable shall be removed so frequently, and the stable floor so thoroughly cleaned, that the same shall be as free as possible from animal odors.

28. It is also agreed that no milch cow shall be used for dairy purposes while in a state of excitement, either as a result, or during the period of estrus, or which has been made nervous either by beating, whipping, kicking, prodding, or running.

### *Feeding*

29. It is hereby understood and agreed that the methods of feeding the cows furnishing the certified milk shall be subject to the approval of the parties of the first part. The feed and fodder shall consist only of nutritious and wholesome materials; such as grass, clover and timothy hay, whole grain, or the entire result of the grist. No materials shall be employed which are or may become injurious to the health of the animals. There shall not be fed at any time, or in any quantity, either alone or mixed with other feed or fodder, hulls, screenings, wet or dry brewer's grains, sour ensilage, or any waste by-product in the treatment of grain, low marsh grass, or any of the questionable or exhausted feeds or fodders employed either to increase the milking capacity of the animal, or that will produce an impoverished milk, or that will impart to it unnatural odors or flavors. Nor shall the cows be allowed to eat green or worm-eaten fruit, poisonous weeds, or to drink poisonous or stagnant water.

### *Collecting and Handling*

30. It is furthermore understood and agreed, that the cows from which is obtained certified milk shall be milked only in a clean building, and not in an ill-ventilated stable containing foul odors and bad air.

31. No animal furnishing certified milk shall be milked until the udder shall first have been cleaned in a manner approved by the parties of the first part.

32. No person shall be allowed to draw the milk who has not within fifteen minutes of the milking first washed his or her hands, using soap and nail brush, and afterward thoroughly rinsing the hands in clean water.

33. The person or persons engaged in milking shall also be dressed in clean overclothes.

34. No person shall be allowed to draw the milk who has been engaged with the care of horses, in the same clothing or without first washing his hands.

35. No milk shall be represented as certified milk that is not received from the udder into vessels, and from these into cooling cans, both of which are perfectly clean and dry, having been cleansed and heated, at a temperature adequate to effect complete sterilization, since the last milking; and have been kept inverted in a clean, dry and odorless atmosphere.

36. No milk shall be represented as certified milk that has not been passed through a sieve of wire or other cloth, either while milking or immediately thereafter, having not less than one hundred meshes to the linear inch.

37. No milk shall be represented as certified milk that does not consist of the entire contents of the udder at each milking, including the fore-milk, middlings, and strippings.

38. No milk shall be represented as certified milk that has been drawn from the animal at abnormal hours, such as midnight or noon; nor from any animal for a period of nine weeks before calving, or that has not been separated for nine days after parturition.

39. No milk shall be represented as certified milk which has been exposed to the emanation or infection of any form of communicable disease, either in the person or persons handling the milk or by accidental contamination in cleaning milk containers, or by the association of any person engaged in handling the milk, with person or persons sick of contagious disease.

#### *Preparation for Shipment*

40. It is hereby understood and agreed, that all milk represented as certified milk shall receive every known detail of care that will promote its keeping qualities, and favor its safe transportation.

41. That the milk on being drawn from the cow shall be treated by ice, or clean, cold water in motion, and proper aeration, in order, first, to remove its animal heat, and, second, to reduce its temperature to a point not above fifty degrees, nor below forty degrees Fahrenheit; said temperature to be acquired within forty-five minutes after milking, and maintained within the above limits while held for shipment, during its transportation, and until it is delivered to the purchaser.

42. That the cooling of the milk shall not be conducted in the same building in which it is drawn, nor in an atmosphere containing dust or tainted with animal odors.

43. That all the foregoing provisions concerning the cleansing and condition of vessels or utensils shall be complied with in the said cooling process.\*

44. It is furthermore agreed, that no milk shall be represented as certified milk, that has been changed or reduced in any way, by the addition of water or any solid or liquid substance, in or out of solution, or the subtraction or removal, in any manner, of any part thereof.

45. It is hereby understood and agreed, that all milk to be represented as certified milk, shall be packed in flint glass quart jars immediately after it is cooled.

46. Said jars to be of pattern approved by the parties of the first part.

47. It is furthermore agreed that the bottles or jars, before being used, shall be cleaned by hand, separately, with the aid of hot water, alkaline soaps, rotating brush and steam, and that they shall be rinsed in two separate baths of clean, hot water, and then thoroughly dried and kept inverted until used, without covers, in a clean, dry atmosphere free from odors.

48. It is agreed that the jars shall be filled by a method approved by the parties of the first part.

49. That they shall be sealed after all air has been excluded, by the most approved device for closing them.

50. The bottles after being filled, shall be labeled across the cap, bearing the words "Certified Milk," with the name of the dairyman, together with the date of milking.

51. It is furthermore agreed, that no milk shall be sold as certified milk that is more than three hours old when bottled, nor more than twenty-four hours old when delivered.

#### *Transportation and Delivery*

52. It is hereby understood and agreed, that the transportation and distribution of all milk represented as certified milk, shall be conducted by the party of the second part, either in person or by persons employed by him.

53. That in transit, the milk shall not Be exposed to any of the foregoing prohibitory conditions.

54. That it shall not be subjected to agitation.

55. That it shall not be exposed to the heat of the sun.

56. That the delivery wagons shall be so constructed that the required temperature of the milk may be maintained during transit.

57. That before the wagons are filled for shipment, the body, the trays, and compartments shall be flushed with boiling water.

58. It is furthermore agreed that the distributing agents shall during the transfer of the milk from the dairy to the purchaser, be subject to the following restrictions, namely:  
That they shall use no tobacco.

59. That they shall take no intoxicating drinks.

60. That they shall not collect the empty containers, nor receive money or milk checks from houses in which an infectious or contagious disease is known to exist.

61. It is also hereby agreed that the collection of empty bottles from places where infectious or contagious disease is known to exist shall be made by other persons than those employed to deliver the milk.

62. That these collections be made with wagons not employed in the distribution of the milk.

63. That before these empty bottles shall be returned to the dairy, they shall be carried to a separate building and first be subjected to the process of cleaning bottles indicated in a former clause of this contract.

64. It is hereby understood and agreed, that if any further precautions or changes in method, calculated to improve the quality of milk, or guard the same from impurities or dangers, is desired, that the party of the second part will cheerfully be governed by such additional rules and regulations as may be laid down by the parties of the first part.

65. It is understood and agreed by the party of the second part, the same binding the owners, agents or assigns of the aforesaid dairy, that the product known as certified milk shall be under the following restrictions in its sale, namely: That until the amount required within the boundaries of Essex County shall first be supplied, it shall not be sold beyond these limits, except that the parties of the first part shall give their consent.

66. It is furthermore agreed by the party of the second part, the same binding the owners, agents or assigns of the aforesaid dairy, that in the event of a failure to comply with any or all of the requirements of the foregoing contract, the party of the first part shall reserve the right to withdraw from the contract, and publish the fact in such manner as they deem best.

67. Finally: It is understood and agreed, that nothing in this contract shall prevent the abrogation of any of the provisions of the same by the parties of the first part, provided that it shall be done for the purpose of substituting other provisions, designed to promote the objects of their organization.

68. It is further understood and agreed by and between the parties hereto, that the party of the second part shall be at liberty to cancel this agreement by giving two months' notice in writing of his desire to do so, in case of inability for any reason, to comply with the terms of the same.

IN WITNESS WHEREOF, the said parties have hereunto set their hands, the day and year first above written.

HENRY L. COIT, THERON Y. SUTPHEN, WILLIAM B. GRAVES, STEPHEN FRANCISCO, L. EUGENE HOLLISTER,

*Party of Second Pari.* JOSEPH W. STICKLER,

FRANK A. WILKINSON, JAMES S. BROWN,

ISAAC LANE, *Parties of First Part.*

WILLIAM BUSH,

*Sureties.* Office of

GUILD & LUM,

*Counsellors-at-Law.*

This contract has been the model for other contracts made between medical milk commissions and interested producers.

In return for carrying out all the exacting conditions of the agreement and paying the expenses of experts, the Medical Milk Commission gives the dairyman certificates which are placed on all bottles. The milk then carries the endorsement of the milk commission, but the certificate does not absolutely guarantee the quality and purity of the milk in the bottle to which it is attached. It guarantees efficient supervision of the methods employed in production, shipment, and delivery. It is not surprising, therefore, that certified milk is sold at a price higher than that of ordinary milk, retailing for 15 cents or more per quart.

Since the Essex County Milk Commission commenced certifying milk 81 medical milk commissions have been organized in the United States. Legal protection has seemed desirable to counteract the influence of the unscrupulous dealer, who has used the word "certified" for inferior milk in order to command the superior price. For instance, the writer found a "certified" milk which, upon inquiry, turned out to be milk "certified" to by the producer to contain at least 3 per cent, butter-fat. New Jersey, Kentucky, New York, Massachusetts, and New Hampshire have passed legislation to protect the term "certified milk." A copy of the New Jersey law follows:

#### MEDICAL MILK COMMISSION LAW

*The following act was inspired by the Essex County, New Jersey Medical Milk Association, was introduced in the Legislature by Senator Joseph S. Frelinghuysen, received the affirmative vote of every member of the Senate present except one, and*

*the unanimous vote of the House of Assembly, and was approved by Governor J. Franklin Fort, on April 21st, 1909.*