30164. Dried prunes. (F.D.C. No. 51259. S. No. 10–199 B.)

QUANTITY: 110 25-lb. cases at Seattle, Wash.

SHIPPED: 2–11–65, from Forest Grove, Oreg., by Oregon Prune Exchange.

LABEL IN PART: (Case) "Ziegler * * * Mistland Oregon Prunes * * * Oregon Prune Exchange Forest Grove, Ore."

LIBELED: On or about 4–15–64, W. Dist. Wash.

CHARGE: 402(a)(3)—when shipped, contained rodent hairs; and 402(a)(4)—prepared, packed, and held under insanitary conditions.

DISPOSITION: 5–24–65. Default—delivered to a public institution for use as animal feed.

PRESERVES

30165. Strawberry preserves. (F.D.C. No. 51015. S. Nos. 7–447/8 B.)

QUANTITY: 47 variously labeled cases, each containing 12 unlabeled plastic bags, each bag containing approximately 1½ lbs. of strawberry preserves, and 112 unlabeled jars, each containing an unlabeled plastic bag containing approximately 1½ lbs. of strawberry preserves, at Waterloo, Iowa, in possession of Holiday Foods.

SHIPPED: 11–30–64 and 12–7–64, from Milford, Mich., by Owen & Mowrey, Inc.

LABEL IN PART: (Case) "Genuine Premium Quality Holiday Brand eating greeting."

RESULTS OF INVESTIGATION: The article was shipped in unlabeled plastic bags. The dealer repacked the unlabeled plastic bags into unlabeled jars; and repacked the jars into the cases described above.

LIBELED: 2–8–65, N. Dist. Iowa.

CHARGE: 403(e)—when shipped and while held for sale, the article failed to bear a label containing (1) the name and place of business of the manufacturer, packer, or distributor, (2) an accurate statement of the quantity of contents; and 403(g)(2)—the article purported to be strawberry preserves, a food for which a definition and standard of identity had been prescribed by regulations, and its label failed to bear the name of the food specified in such definition and standard.

DISPOSITION: 3–30–65. Default—delivered to local charitable institutions.

VEGETABLES AND VEGETABLE PRODUCTS*

30166. Dried pinto beans. (Inj. No. 496.)

COMPLAINT FOR INJUNCTION FILED: 10–2–64, Dist. Colo., against Farmers' Union Marketing Association, a corporation, Byers, Colo., and Outwest Bean, Inc., a corporation, Denver, Colo.

CHARGE: The complaint for injunction alleged that the Farmers' Union Marketing Association was engaged in the operation, at Byers, Colo., of a processing and storage plant, and in delivering to Outwest Bean, Inc., for introduction into interstate commerce, and introducing into interstate commerce pursuant to orders received from Outwest Bean, Inc., pinto beans for human consumption.

The complaint alleged further that Outwest Bean, Inc., was engaged in purchasing said pinto beans from Farmers' Union Marketing Association and causing this food to be introduced and delivered for introduction into interstate commerce.

*See also No. 30126.