PRODUCT: 63 bags, each containing 80 pounds, of brewers flakes at Fergus Falls, Minn.

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 rodent excreta; and, Section 402 (a) (4), it had been held under insanitary conditions whereby it may have become contaminated with filth. The product was adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: March 30, 1951. The Falls Breweries of Fergus Falls, Minn., 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 segregation of the fit portion from the unfit, under the supervision of the Food and Drug Administration. 26 bags of the product were found to be unfit for human food and were denatured.

17416. Adulteration of rice. U. S. v. 292 Bags * * *. (F. D. C. No. 30464. Sample No. 35737-K.)

LIBEL FILED: January 3, 1951, Northern District of California.

ALLEGED SHIPMENT: On or about April 13, 1950, from Houston, Tex.

PRODUCT: 292 50-pound bags of rice at San Francisco, Calif.

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. The product was adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: January 31, 1951. Gabriel Gock, San Francisco, Calif., 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 to be cleaned, fumigated, and screened under the supervision of the Food and Drug Administration. 291 bags of recleaned rice were released to the claimant, and 50 pounds of waste material were destroyed.

DAIRY PRODUCTS

BUTTER

17417. Adulteration of butter. U. S. v. Arthur T. Crouch, Howard M. Orsburn, Auda F. McConnell, and Carl M. Corley (A. T. Crouch Creamery Co.), and John Pendergrass. Pleas of nolo contendere. Arthur T. Crouch fined $200; Howard M. Orsburn, $200; Auda F. McConnell, $50; Carl M. Corley, $20; and John Pendergrass, $20. (F. D. C. No. 30579. Sample Nos. 54647-K, 76983-K, 77277-K, 77278-K, 85869-K.)

INFORMATION FILED: April 30, 1951, Western District of Arkansas, against Arthur T. Crouch, Howard M. Orsburn, Auda F. McConnell, and Carl M. Corley, trading and doing business as the A. T. Crouch Creamery Co., a partnership, Bloomer, Ark., and John Pendergrass, manager for the partnership.

ALLEGED SHIPMENT: On or about August 7 and September 19, 1950, from the State of Arkansas into the State of Louisiana.

LABEL, IN PART: (Carton) "Armour Cloverbloom Butter Made From Pasteurized Cream One Pound Net Weight Armour Creameries Distributors General Office Chicago, Ill."

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, feather barbules, mites, and manure fragments; and, Section 402 (a) (4), it had been prepared, packed, and held under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: July 2, 1951. Pleas of nolo contendere having been entered, the court fined Arthur T. Crouch $200, Howard M. Orsburn $200, Auda F. McConnell $50, Carl M. Corley $20, and John Pendergrass $20.

CHEESE

17418. Adulteration of cheese. U. S. v. Ray Umland (Cissna Park Cheese Co.). Plea of nolo contendere. Fine of $250, plus costs. (F. D. C. No. 30587. Sample No. 42098–K.)

INFORMATION FILED: May 18, 1951, Eastern District of Illinois, against Ray Umland, trading as the Cissna Park Cheese Co., Cissna Park, Ill.

ALLEGED VIOLATION: On or about June 12, 1947, the defendant gave to a firm engaged in the business of shipping cheese in interstate commerce at Dixon, Ill., a guaranty to the effect that no cheese shipped or delivered by the defendant to the holder of the guaranty would be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act. On or about October 16, 1950, the defendant shipped and delivered under the guaranty a number of boxes of cheese which were adulterated.

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

DISPOSITION: June 22, 1951. A plea of nolo contendere having been entered, the court imposed a fine of $250, plus costs.

17419. Adulteration of cheese. U. S. v. Concordia Creamery Co., Inc. Plea of guilty. Fine of $200, plus costs. (F. D. C. No. 30597. Sample No. 77947–K.)

INFORMATION FILED: June 21, 1951, Western District of Missouri, against the Concordia Creamery Co., Inc., Concordia, Mo.

ALLEGED VIOLATION: On or about June 23, 1942, the defendant gave to a firm engaged in the business of shipping cheese in interstate commerce, at Springfield, Mo., a guaranty to the effect that no cheese sold by the defendant to the holder of the guaranty would be adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act. On or about October 28 and 30, 1950, the defendant, at Springfield, Mo., sold and delivered under the guaranty, a number of boxes of cheese which were adulterated.

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 and manure fragments, and by reason of the use of filth-contaminated milk in its preparation.

DISPOSITION: June 29, 1951. Pleas of guilty having been entered, the court imposed a fine of $200, plus costs.