

LABEL, IN PART: (Can) "Plee-Zing Tomato Juice."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance by reason of the presence of decomposed tomato material.

DISPOSITION: January 12, 1953. Default decree of condemnation and destruction.

NUTS AND NUT PRODUCTS

20090. Adulteration of brazil nuts. U. S. v. 11 Cases * * *. (F. D. C. No. 34269. Sample No. 36027-L.)

LIBEL FILED: December 1, 1952, Southern District of Ohio.

ALLEGED SHIPMENT: On or about December 21, 1951, from New York, N. Y.

PRODUCT: 11 cases, each containing 24 1-pound trays, of brazil nuts at Cincinnati, Ohio.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance by reason of the presence of rancid and otherwise decomposed nuts. The product was adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: January 27, 1953. Default decree of condemnation and destruction.

20091. Adulteration of unshelled walnuts. U. S. v. 1,501 Cases * * *. (F. D. C. No. 34241. Sample No. 14549-L.)

LIBEL FILED: December 8, 1952, District of Colorado.

ALLEGED SHIPMENT: On or about October 30, 1952, from Orange, Calif.

PRODUCT: 1,501 cases, each containing 50 1-pound bags, of unshelled walnuts at Denver, Colo.

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-infested walnuts, and of a decomposed substance by reason of the presence of moldy and rancid walnuts. The article was adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: January 16, 1953. Wm. A. Higgins & Co., Inc., New York, N. Y., 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 reconditioning by shelling and removing the unfit material, under the supervision of the Federal Security Agency. As a result of the shelling and segregation operations, 21,790 pounds of the nut meats were released as satisfactory and the unfit portion of 10,790 pounds was destroyed.

20092. Action to enjoin and restrain the interstate shipment of adulterated peanut butter and peanut oil. U. S. v. Portales Valley Mills, Inc., and John Burroughs. Consent decree of permanent injunction entered. (Inj. No. 259.)

COMPLAINT FILED: December 22, 1952, District of New Mexico, against Portales Valley Mills, Inc., Portales, N. Mex., and John Burroughs, president of the corporation.

NATURE OF CHARGE: That the defendants were engaged in the business of manufacturing and distributing peanut butter and peanut oil and had been and were, at the time of the filing of the complaint, causing the introduction

and the delivery for introduction into interstate commerce of peanut butter and peanut oil which were adulterated under Section 402 (a) (3), in that such products consisted in whole or in part of filthy substances, and which were adulterated under Section 402 (a) (4), in that the products had been prepared, packed, and held under insanitary conditions.

The complaint alleged that examination disclosed that the peanut butter contained insect parts and rodent hairs; that the press cake residue remaining from the oil production and the settlings from the oil settling tanks contained rodent hairs and insect parts, indicating that the peanut oil contained the soluble filth elements from rodent excreta and insects; that the insanitary conditions in the plant where the articles were prepared, packed, and held resulted from, and consisted of, the presence of live and dead rodents, live and dead insects, and rodent excreta on the bags of peanuts used in the manufacture of the articles and in and around places in the plant where the peanuts were stored and held, the presence of rodent pellets upon bags of salt used in the manufacture of peanut butter, and the presence of live and dead rodents and rodent excreta in the plant area where the peanut butter was made; and that the insanitary conditions consisted also of, and resulted from, general carelessness on the part of the defendants and their employees.

The complaint alleged also that the defendants had on hand at their plant a large quantity of adulterated peanuts which, in the usual and ordinary course of business, would be processed into peanut butter and peanut oil for shipment in interstate commerce. The complaint alleged further, on information and belief, that the defendants would continue to introduce and cause to be introduced into interstate commerce, adulterated peanut butter and peanut oil unless restrained by the court.

DISPOSITION: On December 22, 1952, the court entered a temporary restraining order enjoining the defendants from shipping in interstate commerce peanut butter and peanut oil adulterated as alleged in the complaint.

On January 9, 1953, the defendants having consented to the entry of a decree, the court entered a decree permanently enjoining and restraining the defendants from introducing, or delivering for introduction, into interstate commerce peanut butter and peanut oil, or any other such article of food, which were adulterated within the meaning of Section 402 (a) (3) and (4).

The decree provided further that the defendants be permanently enjoined and restrained from introducing, or delivering for introduction, into interstate commerce any peanut butter and peanut oil made from the stock of adulterated peanuts which the defendants at that time had on hand, stored, and held at its plant, until such peanuts had been cleaned or otherwise processed under the supervision of the Food and Drug Administration.

OLEOMARGARINE

20093. Action to enjoin and restrain the sale and offering for sale of colored oleomargarine or colored margarine without clear identification as required by law. U. S. v. H. Wool & Sons, Inc. Consent decree of permanent injunction entered. (Inj. No. 242.)

COMPLAINT FILED: December 14, 1951, Southern District of New York, against H. Wool & Sons, Inc., New York, N. Y.

NATURE OF CHARGE: The complaint alleged that the defendant was engaged in the sale and offering for sale of an article which was invoiced and labeled as butter but which consisted of colored oleomargarine or colored margarine,