

**17959. Adulteration of spaghetti. U. S. v. 2,000 Cases \* \* \*. (F. D. C. No. 31480. Sample No. 17859-L.)**

**LIBEL FILED:** August 15, 1951, Southern District of California.

**ALLEGED SHIPMENT:** On or about July 3, 1951, by Galloto Bros. & Co., from Chicago, Ill.

**PRODUCT:** 2,000 cases of spaghetti at National City, 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.

**DISPOSITION:** October 11, 1951. Default decree of condemnation. The court ordered that the product be sold to the highest bidder; that it be denatured at the expense of the purchaser, under the supervision of the Food and Drug Administration; and that it be converted into animal feed.

### MISCELLANEOUS CEREAL

**17960. Adulteration of rice. U. S. v. 480 Bags, etc. (F. D. C. No. 31466. Sample Nos. 17114-L, 17115-L.)**

**LIBEL FILED:** August 14, 1951, Southern District of California.

**ALLEGED SHIPMENT:** On or about March 15 and 19, 1951, from Houston, Tex.

**PRODUCT:** 928 100-pound bags of rice at Los Angeles, 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:** August 31, 1951. The Kwong On Lung Co. and the Modern Food Products Co., Los Angeles, Calif., claimants for respective portions of the product, having consented to the entry of decrees, judgments of condemnation were entered and the court ordered that the product be released under bond for reconditioning, under the supervision of the Federal Security Agency. Reconditioning resulted in the salvaging and release of 84,500 pounds of the product and in the rejection and destruction of 900 pounds.

**17961. Adulteration of rice. U. S. v. 16 Bags \* \* \*. (F. D. C. No. 31455. Sample No. 11185-L.)**

**LIBEL FILED:** August 7, 1951, Northern District of Ohio.

**ALLEGED SHIPMENT:** On or about May 19, 1951, from De Witt, Ark.

**PRODUCT:** 16 100-pound bags of rice at Cleveland, Ohio.

**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 insects. The article was adulterated while held for sale after shipment in interstate commerce.

**DISPOSITION:** September 7, 1951. Default decree of condemnation and destruction.

### DAIRY PRODUCTS

#### BUTTER

**17962. Adulteration of butter and dried skim milk powder. U. S. v. Central Farm Products Co. and Edwin Knudsen. Plea of guilty for corporation and plea of nolo contendere by individual defendant. Corporation**

fined \$750, plus costs. Imposition of sentence against individual defendant suspended; individual placed on probation for 1 year. (F. D. C. No. 31081. Sample Nos. 54892-K, 55061-K, 74156-K.)

**INFORMATION FILED:** May 2, 1951, Western District of Missouri, against the Central Farm Products Co., Trenton, Mo., and Edwin Knudsen, vice president and plant manager.

**ALLEGED SHIPMENT:** On or about August 29, September 26, and October 5, 1950, from the State of Missouri into the States of Texas, Alabama, and New York.

**LABEL, IN PART:** "Solo Brand Roller Dried Skim Milk Powder \* \* \* Central Farm Products Co." and "Butter Central Farm Products Co."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the products consisted in part of filthy substances by reason of the presence of (dried skim milk powder) fly heads, carpet beetle larvae, feather barbules, insect fragments, moth scales, larval cast skins, and manure fragments, and (butter) insect fragments, manure fragments, and rodent hair fragments.

**DISPOSITION:** May 25, 1951. A plea of guilty having been entered for the corporation and a plea of nolo contendere having been entered by the individual defendant, the corporation was fined \$750, plus costs, and the imposition of sentence against the individual defendant was suspended and he was placed on probation for 1 year.

**17963. Adulteration of butter. U. S. v. Hoelscher Creamery & Dairy. Plea of guilty. Fine, \$50. (F. D. C. No. 30580. Sample No. 91107-K.)**

**INFORMATION FILED:** April 24, 1951, District of South Dakota, against Hoelscher Creamery & Dairy, a partnership, Lennox, S. Dak.

**ALLEGED VIOLATION:** On or about October 23, 1947, the defendant gave to a firm engaged in the business of shipping butter in interstate commerce, at Sioux Falls, S. Dak., a guaranty to the effect that all food products sold or shipped by the defendant to the holder of the guaranty would be neither adulterated nor misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act.

On or about September 25, 1950, the defendant shipped and delivered a number of boxes of butter to the holder of the guaranty, at Sioux Falls, S. Dak., which was 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, rodent hairs, moth scales, and manure, and by reason of the use of filth-contaminated cream in the preparation of the product.

**DISPOSITION:** November 29, 1951. A plea of guilty having been entered, the court imposed a fine of \$50.

#### CHEESE

**17964. Adulteration of cheese. U. S. v. 118 Cases \* \* \*. (F. D. C. No. 31402. Sample No. 37532-L.)**

**LABEL FILED:** July 30, 1951, Eastern District of New York.

**ALLEGED SHIPMENT:** On or about November 23, 1946, from Eagle Pass, Tex.

**PRODUCT:** 118 cases, each containing 2 60-pound tins, of cheese at Brooklyn, N. Y.