

**18310. Adulteration of rice. U. S. v. 30 Bags \* \* \*. (F. D. C. No. 32112. Sample No. 35531-L.)**

**LIBEL FILED:** December 10, 1951, District of Minnesota.

**ALLEGED SHIPMENT:** On or about February 14, 1951, from Mermentau, La.

**PRODUCT:** 30 100-pound bags of rice at Minneapolis, 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 insects. The product was adulterated while held for sale after shipment in interstate commerce.

**DISPOSITION:** January 14, 1952. A default decree was entered ordering the product denatured for use as animal feed or destroyed.

**18311. Adulteration of rice. U. S. v. 139 Bales \* \* \*. (F. D. C. No. 32025. Sample No. 1721-L.)**

**LIBEL FILED:** November 15, 1951, Eastern District of South Carolina.

**ALLEGED SHIPMENT:** On or about September 29, 1951, from Kaplan, La.

**PRODUCT:** 139 bales, each containing 20 3-pound packages, of rice at Florence, S. C.

**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:** December 20, 1951. A default decree of condemnation was entered, and the court ordered that the product be delivered to a charitable institution, for use as animal feed.

**18312. Adulteration of brewers flakes. U. S. v. 106 Bags \* \* \*. (F. D. C. No. 32059. Sample No. 29271-L.)**

**LIBEL FILED:** November 6, 1951, District of Montana.

**ALLEGED SHIPMENT:** On or about June 13 and July 30, 1951, from Milwaukee, Wis.

**PRODUCT:** 106 100-pound bags of brewers flakes at Billings, Mont., in possession of the Billings Brewing Co.

**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 urine, rodent excreta, and rodent hairs; 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:** February 5, 1952. Default decree of condemnation and destruction.

## DAIRY PRODUCTS

### BUTTER

**18313. Adulteration of butter. U. S. v. 225 Cartons (approx. 13,500 pounds) \* \* \*. (F. D. C. No. 32034. Sample No. 37572-L.)**

**LIBEL FILED:** September 27, 1951, District of New Jersey.

**ALLEGED SHIPMENT:** On or about August 20, 1951, by the Stonehill Creameries Co., from Tracy, Minn.

**PRODUCT:** 225 cartons, each containing approximately 60 pounds, of butter at Jersey City, N. J.

**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 fragments, mites, moth scales, feather barbules, rodent hair fragments, and manure fragments.

**DISPOSITION:** December 26, 1951. A default decree of condemnation was entered, and the court ordered that the product be sold for fat salvage.

**18314. Adulteration of butter. U. S. v. 4 Cases, etc. (and 1 other seizure action).**  
(F. D. C. Nos. 32028, 32029. Sample Nos. 3144-L to 3147-L, incl.)

**LIBELS FILED:** July 26, 1951, District of Columbia.

**ALLEGED SHIPMENT:** On or about June 27, 1951, by the American Dairies, Inc., from Kansas City, Mo.

**PRODUCT:** Butter. 30 32-pound cases and 1 pound at Washington, D. C.

**LABEL, IN PART:** "Penn Valley \* \* \* Butter \* \* \* Distributed by American Dairies, Inc., Kansas City, Mo." or "Gold Bar Brand Creamery Butter Manufactured by The Meriden Creamery Co. Kansas City, Mo."

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a decomposed animal substance since it had been prepared in whole or in part from decomposed cream.

**DISPOSITION:** September 14, 1951. A default decree of condemnation was entered, and the court ordered that the product be delivered to the Zoo for its use and not for sale.

**18315. Adulteration of butter. U. S. v. 151 Boxes (approx. 9,664 pounds) \* \* \*.**  
(F. D. C. No. 32030. Sample No. 9438-L.)

**LIBEL FILED:** October 22, 1951, Northern District of Illinois.

**ALLEGED SHIPMENT:** On or about September 29, 1951, by the Linton Creamery Co., from Linton, N. Dak.

**PRODUCT:** 151 boxes, each containing approximately 64 pounds, of butter at Chicago, Ill.

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), a product containing less than 80 percent by weight of milk fat had been substituted for butter, a product which should contain not less than 80 percent by weight of milk fat, as required by law.

**DISPOSITION:** October 23, 1951. The Marketing Association of America, a Wisconsin cooperative, 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, conditioned that it be rereturned in order to bring it into compliance with the law.