

PRODUCT: Flour: 83 100-pound bags, at Pittsburgh, Pa.

LABEL, IN PART: "Henkels Bakers Velvet Hi Ratio Cake Flour," or "Velvet."

VIOLATION CHARGED: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance by reason of the presence of weevils and larvae.

DISPOSITION: September 8, 1944. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

6632. Misbranding of enriched flour. U. S. v. Dixie Portland Flour Co. (Higginsville Flour Mill). Plea of nolo contendere. Fine, \$50 and costs. (F. D. C. No. 9697. Sample No. 1099-F.)

INFORMATION FILED: On August 16, 1943, in the Western District of Missouri, against the Dixie Portland Flour Co., a corporation trading as the Higginsville Flour Mill, Higginsville, Mo.

ALLEGED SHIPMENT: On or about October 18, 1942, from the State of Missouri into the State of Michigan.

LABEL, IN PART: "Kroger's Country Club Quality Brand Flour Distributed By The Kroger Grocery and Baking Company * * * Enriched With Vitamins and Iron."

VIOLATIONS CHARGED: Adulteration, Section 402 (b) (1), valuable constituents, Vitamin B₁, niacin (nicotinic acid), and iron has been in part omitted, in that the article was represented to contain, in each 10 ounces, 100 percent of the minimum daily requirement for vitamin B₁, 37 percent of the minimum daily requirement for iron, and 3.75 milligrams of niacin, whereas 10 ounces of the article contained not more than 60 percent of the minimum daily requirement for vitamin B₁, not more than 30.3 percent of the minimum daily requirement for iron, and not more than 2.81 milligrams of niacin.

Misbranding, Section 403 (g) (1), the article purported to be and was represented as enriched flour, a food for which a definition and standard of identity has been prescribed by the regulations, but it did not conform to the definition and standard since the regulations provide that each pound of enriched flour shall contain not less than 1.66 milligrams of vitamin B₁, 6 milligrams of nicotinic acid (niacin), and 6 milligrams of iron, whereas each pound of the article contained not more than 1 milligram of vitamin B₁, not more than 4.5 milligrams of nicotinic acid (niacin), and not more than 5 milligrams of iron; Section 403 (g) (2), the label of the article did not bear the name of the food specified in the definition and standard, enriched flour; Section 403 (f), the statements of the proportion of the minimum daily requirement for vitamin B₁ and iron which would be supplied by a specified quantity of the article during a period of 1 day, and of the quantity of niacin contained in a specified quantity, were not prominently placed on the label with such conspicuousness (as compared with other words, statements, designs, or devices in the labeling) as to render them likely to be read by the ordinary individual under customary conditions of purchase and use, since the statements were printed on the sacks in small, indistinct type; and, Section 403 (a), the statement, "10 Ounces of Enriched Flour contain not less than the following proportions of the minimum daily requirements of Vitamin B₁ 100%, Iron 37%, 3.75 mg. of Niacin (another B Vitamin)," was false and misleading.

DISPOSITION: April 7, 1944. A plea of nolo contendere having been entered, a fine of \$50 and costs was imposed.

6633. Adulteration of plain flour and gluten flour. U. S. v. 19 Bags of Plain Flour (and 4 other seizure actions against plain flour and gluten flour). Decrees of condemnation. One lot ordered destroyed; remaining lots ordered released under bond. (F. D. C. Nos. 13416, 13430, 13519, 13685, 13829. Sample Nos. 54652-F, 75396-F, 76759-F, 78912-F, 78919-F.)

LIBEL FILED: Between August 25 and October 2, 1944, Northern District of Illinois, Eastern District of Wisconsin, Western District of Pennsylvania, and District of New Jersey.

ALLEGED SHIPMENT: Between the approximate dates of July 15, 1943, and July 6, 1944, by the Hubbard Milling Co., from Mankato, Minn.

PRODUCT: Plain flour: 658 100-pound bags at Chicago, Ill., 54 100-pound bags at Milwaukee, Wis., and 19 100-pound bags at Claysville, Pa. Gluten flour: 186 100-pound bags at Union City, N. J.

LABEL, IN PART: "Hubbard's Otsego Flour Bleached," "Enriched Flour * * * Hubbard's Superlative Patent Flour Bleached," "Mother Hub-

bard Enriched Flour Bleached," "King Hubbard Spring High Gluten Flour Bleached," or "Minneopa Flour Bleached."

VIOLATION CHARGED: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance by reason of the presence of beetles, larvae, weevils, cast skins, webbing, and insect fragments.

DISPOSITION: Between September 5 and November 20, 1944, the Hubbard Milling Co., claimant for the lot at Chicago, the Hein Flour & Supply Co., Milwaukee, Wis., claimant for the Milwaukee lot, and the Kubacki Baking Corporation, Union City, N. J., claimant for the Union City lot, having admitted the allegations of the respective libels, judgments of condemnation were entered and the products were ordered released under bond to be disposed of in compliance with the law, under the supervision of the Food and Drug Administration. They were disposed of as animal feed. No claimant having appeared for the Claysville lot, judgment of condemnation was entered on September 29, 1944, and the product was ordered destroyed.

6634. Adulteration of phosphated flour. U. S. v. 67 Bags of Flour. Default decree of condemnation. Product ordered delivered to a public institution. (F. D. C. No. 12982. Sample No. 58854-F.)

LIBEL FILED: July 19, 1944, Southern District of West Virginia.

ALLEGED SHIPMENT: On or about February 8, 1944, from Salina, Kans.

PRODUCT: Flour: 67 25-pound bags at Princeton, W. Va., in the possession of the Sterling Grocery Co.

This product had been stored, after shipment, under insanitary conditions. The bags had been gnawed by rodents, and they contained urine stains and rodent pellets. Examination showed that the product contained rodent excreta, rodent hair fragments, and insect fragments.

VIOLATIONS CHARGED: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance; and, Section 402 (a) (4), it had been held under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: September 28, 1944. No claimant having appeared, judgment of condemnation was entered and the product was ordered delivered to a public institution, for denaturing and use as animal feed.

6635. Adulteration of rice flour. U. S. v. 144 Bags of Rice Flour. Consent decree of condemnation. Product ordered released under bond. (F. D. C. No. 11152. Sample No. 49823-F.)

LIBEL FILED: November 20, 1943, Western District of New York.

ALLEGED SHIPMENT: On or about May 21, 1943, from Memphis, Tenn.

PRODUCT: 144 100-pound bags of rice flour at Buffalo, N. Y., in possession of the Market Terminal Warehouse Co.

The flour had been stored under insanitary conditions. Rodent excreta and urine stains were found on the sacks. Examination of a sample showed that the product contained rodent excreta, insects, and insect fragments.

VIOLATIONS CHARGED: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance; and, Section 402 (a) (4), it had been held under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: May 22, 1944. Rudhard Products, Inc., Buffalo, N. Y., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond to be reprocessed and used for animal food, under the supervision of the Food and Drug Administration.

6636. Adulteration of rye flour and plain flour. U. S. v. 40 Bags of Enriched Flour, 17 Bags of Plain Flour, and 6 Bags of Rye Flour. Default decree of condemnation and destruction. (F. D. C. No. 12943. Sample Nos. 68045-F, 68046-F, 68048 to 68050-F, incl.)

LIBEL FILED: July 14, 1944, Southern District of Indiana.

ALLEGED SHIPMENT: From on or about September 13, 1943, to April 22, 1944, from Kansas City, Mo., and Minneapolis, Minn.

PRODUCT: 13 100-pound bags of enriched flour, 17 100-pound bags of plain flour, 27 50-pound bags of enriched flour, and 6 100-pound bags of rye flour at Evansville, Ind., in possession of the Charles W. Brizius Co., Inc.