

unsafe within the meaning of the law since it is a substance not required in the production of the article and can be avoided by good manufacturing practice.

**DISPOSITION:** April 3, 1953. The Farmers Union Grain Terminal Association, St. Paul, 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 reprocessing by scouring under the supervision of the Federal Security Agency. As a result of the reprocessing operations, 2,950 pounds of the product were found unfit and were destroyed.

**20316 Adulteration of wheat. U. S. v. 1,600 Bushels \* \* \*. (F. D. C. No. 34523. Sample No. 20375-L.)**

**LIBEL FILED:** January 3, 1953, District of Minnesota.

**ALLEGED SHIPMENT:** On or about December 9, 1952, by the Farmers Grain & Fuel Co., from Claire City, S. Dak.

**PRODUCT:** 1,600 bushels of wheat at Minneapolis, Minn.

**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 rodent pellets.

**DISPOSITION:** May 12, 1953. The Farmers Union Grain Terminal Association, St. Paul, 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 reprocessing by cleaning and scouring under the supervision of the Department of Health, Education, and Welfare. As a result of the reprocessing operations, 5,510 pounds of the product were found unfit.

## DAIRY PRODUCTS

### BUTTER

**20317. Adulteration of butter, U. S. v. 16 Boxes (960 pounds) \* \* \*. (F. D. C. No. 34169. Sample No. 20482-L.)**

**LIBEL FILED:** May 1, 1952, Eastern District of Pennsylvania.

**ALLEGED SHIPMENT:** On or about April 22, 1953, by the Spring Hill Creamery Co., from Melrose, Minn.

**PRODUCT:** 16 60-pound boxes of butter at Philadelphia, Pa.

**LABEL, IN PART:** "Distributed By C. W. Dunnet & Co. Phila. Pa."

**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.

**DISPOSITION:** May 12, 1953. C. W. Dunnet & Co., 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 reworking under the supervision of the Department of Health, Education, and Welfare.

**20318. Adulteration of butter. U. S. v. 28 Cubes (1,904 pounds) \* \* \*. (F. D. C. No. 34171. Sample No. 43680-L.)**

**LIBEL FILED:** May 6, 1953, Northern District of California.

**ALLEGED SHIPMENT:** On or about April 25, 1953, by the Reedsport Creamery, from Reedsport, Oreg.

**PRODUCT:** 28 68-pound cubes of butter at San Francisco, Calif.

**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.

**DISPOSITION:** June 3, 1953. The Wilsey-Bennett Co., San Francisco, Calif., 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 reworking under the supervision of the Department of Health, Education, and Welfare.

### CHEESE

**20319. Misbranding of muenster cheese. U. S. v. 48 Carton \* \* \*. (F. D. C. No. 34972. Sample Nos. 51678-L, 51679-L.)**

**LIBEL FILED:** April 28, 1953, Southern District of New York.

**ALLEGED SHIPMENT:** On or about April 8, 1953, by Joe Schmid, from Beaver Dam, Wis.

**PRODUCT:** 48 cartons, each containing 6 5-pound loaves or round units, of muenster cheese at New York, N. Y.

**NATURE OF CHARGE:** Misbranding, Section 403 (a), the label statement "Made From Pasteurized Milk" was false and misleading as applied to the product, which was made from milk which had not been pasteurized.

Further misbranding, Section 403 (g) (1), the article failed to conform to the definition and standard of identity for muenster cheese since the article was made from milk which had not been pasteurized.

**DISPOSITION:** May 26, 1953. Default decree of condemnation and destruction.

### FISH AND SHELLFISH

**20320. Adulteration of frozen tullibees. U. S. v. J. Kozloff Fish, Inc. Plea of nolo contendere. Fine, \$700. (F. D. C. No. 33824. Sample No. 48754-L.)**

**INFORMATION FILED:** November 14, 1952, Eastern District of Michigan, against J. Kozloff Fish, Inc., Detroit, Mich.

**ALLEGED SHIPMENT:** On or about March 27, 1952, from the State of Michigan into the State of Minnesota.

**NATURE OF CHARGE:** Adulteration, Section 402 (a) (3), the article consisted in part of a filthy substance by reason of the presence of parasitic worms.

**DISPOSITION:** July 10, 1953. The defendant having entered a plea of nolo contendere, the court fined it \$700.

**20321. Misbranding of canned tuna flakes. U. S. v. 81 Cases \* \* \*. (F. D. C. No. 34662. Sample No. 64071-L.)**

**LIBEL FILED:** February 16, 1953, Eastern District of New York.

**ALLEGED SHIPMENT:** On or about December 29, 1952, by Whitney & Co., from Seattle, Wash.

**PRODUCT:** 81 cases, each containing 48 cans, of tuna flakes at Freeport, Long Island, N. Y.

**LABEL, IN PART:** (Can) "Contents 6 Oz. His Highness Brand Chunk Style White Meat Flaked Tuna."

**NATURE OF CHARGE:** Misbranding, Section 403 (e) (2), the product failed to bear a label containing an accurate statement of the quantity of the contents. (The cans contained less than the labeled 6 ounces.)

**DISPOSITION:** April 10, 1953. The shipper, claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court or-