

The product was adulterated while held for sale after shipment in interstate commerce.

DISPOSITION: March 25, 1953. The Rukert Terminals Corp., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the court ordered that the product be released under bond to be denatured for use as animal feed. On March 31, 1953, the decree was amended to provide for the segregation of the good portion and for the denaturing of the unfit portion for use as animal feed. 116½ bags of the product were found unfit and were denatured.

20207. Adulteration of wheat. U. S. v. 120,000 Pounds * * *. (F. D. C. No. 34765. Sample No. 53593-L.)

LIBEL FILED: March 18, 1953, Eastern District of Illinois.

ALLEGED SHIPMENT: On or about March 6, 1953, by the Dorchester Farmers Co-Op., from Dorchester, Nebr.

PRODUCT: 120,000 pounds of wheat at East St. Louis, Ill.

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: March 24, 1953. The Dorchester Farmers Cooperative Grain & Livestock Co., having admitted that the product was not fit for human consumption, judgment of condemnation was entered and the court ordered that the product be released to the claimant for use in the manufacture of animal feed, under the supervision of the Food and Drug Administration.

20208. Adulteration of wheat. U. S. v. 116,350 Pounds * * *. (F. D. C. No. 34753. Sample No. 53591-L.)

LIBEL FILED: March 13, 1953, Eastern District of Illinois.

ALLEGED SHIPMENT: On or about March 4, 1953, by the Dainton & Barker Grain Co., from Milford, Nebr.

PRODUCT: 116,350 pounds of wheat at East St. Louis, Ill.

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 pellets.

DISPOSITION: March 24, 1953. The shipper, claimant, having admitted the essential allegations of the libel, judgment of condemnation was entered and the court ordered that the product be released to the claimant to be utilized in the manufacture of animal feed, under the supervision of the Federal Security Agency.

20209. Adulteration of wheat. U. S. v. 90,000 Pounds * * *. (F. D. C. No. 34546. Sample No. 20218-L.)

LIBEL FILED: January 13, 1953, District of Minnesota.

ALLEGED SHIPMENT: On or about December 26, 1952, by the Fairview Mill Co., from Niobe, N. Dak.

PRODUCT: 90,000 pounds of wheat 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 rodent pellets.

DISPOSITION: January 16, 1953. The shipper, 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 to be utilized in the manufacture of animal feed, under the supervision of the Federal Security Agency.

DAIRY PRODUCTS

BUTTER

20210. Adulteration of butter. U. S. v. Otto A. Kielsmeier (Watsoka Dairy Products Co.). Plea of nolo contendere. Fine of \$300, plus costs. (F. D. C. No. 30585. Sample Nos. 43365-K, 84559-K.)

INFORMATION FILED: May 18, 1951. Eastern District of Illinois, against Otto A. Kielsmeier, trading as the Watsoka Dairy Products Co., Watsoka, Ill.

ALLEGED VIOLATION: On or about June 25, 1949, the defendant gave to a firm in Chicago, Ill., which was engaged in the business of shipping butter in interstate commerce, a guaranty to the effect that every article 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 to the holder of the guaranty, at Chicago, Ill., a number of boxes of butter which was adulterated. In addition, the defendant shipped on or about September 6, 1950, from the State of Illinois into the State of Indiana, a number of boxes of butter which also was adulterated.

LABEL, IN PART: (Portion) "Watsoka Butter."

NATURE OF CHARGE: Adulteration, Section 402 (b) (1), a valuable constituent, milk fat, had been in part omitted from the product; and, Section 402 (b) (2), a product which contained less than 80 percent by weight of milk fat had been substituted for butter.

DISPOSITION: April 16, 1953. A plea of nolo contendere having been entered, the court fined the defendant \$300, plus costs.

CHEESE

20211. Misbranding of pasteurized process American cheese. U. S. v. Sunette Foods, Inc., and Jacob A. Quinn. Pleas of guilty. Fine of \$50 against corporation; fine of \$50 against individual remitted. (F. D. C. No. 33716. Sample No. 5898-L.)

INFORMATION FILED: January 15, 1953, Southern District of New York, against Sunette Foods, Inc., New York, N. Y., and Jacob A. Quinn, president of the corporation.

ALLEGED SHIPMENT: On or about November 19, 1951, from the State of New York into the State of Massachusetts.

LABEL, IN PART: "Sunette Brand Blended American Pasteurized Process Cheese."

NATURE OF CHARGE: Misbranding, Section 403 (g) (1), the article failed to conform to the definition and standard of identity for pasteurized process American cheese since it contained in its solids less than 50 percent of milk fat, the minimum permitted by the definition and standard.

DISPOSITION: March 25, 1953. The defendants having entered pleas of guilty, the court fined the corporation \$50 and the individual \$50. The fine against the individual was remitted.