

in part: (Cans) "Banner Mill Brand Hand Packed Tomatoes Packed By Miss Hester Fringer, Lithia, Va."

On January 13 and February 26, 1943, no claimant having appeared, judgments of condemnation were entered and the products were ordered destroyed.

Nos. 4645 to 4652 report legal actions involving tomato products made in part from rotten material as evidenced by mold.

4645. Adulteration of tomato catsup. U. S. v. 63 Cases of Tomato Catsup. Default decree of condemnation and destruction. (F. D. C. No. 8994. Sample No. 7918-F.)

On December 9, 1942, the United States attorney for the District of Minnesota filed a libel against 63 cases, each containing 24 bottles, of tomato catsup at Minneapolis, Minn., alleging that the article had been shipped in interstate commerce on or about October 14, 1942, by the Columbia Conserve Co. from Indianapolis, Ind.; and charging that it was adulterated in that it consisted in whole or in part of a decomposed substance. The article was labeled in part: (Bottle) "Co-op Tomato Catsup * * * Packed for National Co-Operatives, Inc. Chicago, Illinois."

On January 27, 1943, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

4646. Adulteration of tomato puree and tomato catsup. U. S. v. 226 Cases of Tomato Puree (and 3 seizure actions against tomato catsup). Default decrees of condemnation and destruction. (F. D. C. Nos. 8920, 9028, 9104, 9420. Sample Nos. 2688-F, 4465-F, 8950-F, 9102-F.)

Between November 24, 1942, and February 24, 1943, the United States attorneys for the Middle District of Tennessee, the Eastern District of Louisiana, the Western District of Missouri, and the Northern District of Texas filed libels against 226 cases of tomato puree at Nashville, Tenn., 115 cases of tomato catsup at New Orleans, La., 131 cases of tomato catsup at North Kansas City, Mo., and 99 cases of tomato catsup at Houston, Tex., alleging that the articles had been shipped in interstate commerce within the period from on or about October 31, 1942, to January 18, 1943, by the Morgan Packing Co. from Austin, Ind.; and charging that they were adulterated in that they consisted in whole or in part of decomposed substances. The articles were labeled in part: (Cans) "Scott Co. Brand Tomato Puree," "American Beauty * * * Tomato Catsup," "Scott Co. Brand * * * Tomato Catsup," or "Royal Gem Brand Tomato Catsup * * * Packed By Scottsburg Canning Co. Scottsburg, Ind."

Between January 14 and March 26, 1943, no claimant having appeared, judgments of condemnation were entered and the products were ordered destroyed.

4647. Adulteration of tomato juice. U. S. v. 998½ Cases of Canned Tomato Juice. Default decree of condemnation and destruction. (F. D. C. No. 7127. Sample No. 86646-E.)

On April 1, 1942, the United States attorney for the Eastern District of Wisconsin filed a libel against 998½ cases, each full case containing 24 cans, of tomato juice at Milwaukee, Wis., alleging that the article had been shipped in interstate commerce on or about February 25, 1942, by Otto W. Cuyler, from Webster, N. Y.; and charging that it was adulterated in that it consisted wholly or in part of a decomposed substance. The article was labeled in part: (Can) "L. D. C. Brand * * * Tomato Juice Packed For Louis Dobbratz Co., Milwaukee, Wis."

On April 26, 1943, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

4648. Adulteration of tomato paste. U. S. v. West Coast Packing Co. Plea of nolo contendere. Fine, \$75. (F. D. C. No. 7686. Sample Nos. 72641-E, 81548-E, 89090-E, 12902-F.)

On November 14, 1942, the United States attorney for the Southern District of California filed an information against the West Coast Packing Co., a corporation, Long Beach, Calif., alleging shipment in the period from on or about October 28 to December 5, 1941, from the State of California into the States of Colorado and New York of quantities of tomato paste that was adulterated in that it consisted in whole or in part of a decomposed substance. The information alleged further that the defendant on or about July 9, 1941, gave to Bireley's Inc., at Hollywood, Calif., a guaranty that all food sold under a contract entered into on that day would be neither adulterated nor misbranded in violation of the Federal Food, Drug, and Cosmetic Act; that on or about May 22, 1942, the defendant sold and delivered to Bireley's Inc., in the name of the Italian Food