

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (1), a valuable constituent, protein, had been in part omitted from the product.

Misbranding, Section 403 (a), the label statement "Analysis Protein . . . 50%" was false and misleading, since the product contained less than 50 percent of protein.

**DISPOSITION:** October 28, 1947. A plea of nolo contendere having been entered on behalf of the defendant, a fine of \$50 was imposed.

**13102. Misbranding of Semi-Solid Pig Emulsion. U. S. v. 17 Barrels \* \* \*.**  
(F. D. C. No. 15707. Sample No. 13528-H.)

**LIBEL FILED:** March 20, 1945, Southern District of Indiana.

**ALLEGED SHIPMENT:** On or about October 24, 1944, by the Consolidated Products Co., from Danville, Ill.

**PRODUCT:** 17 barrels, each containing 400 pounds, of Semi-Solid Pig Emulsion at Lebanon, Ind. Analysis showed that the product was a semisolid mixture of water, casein, lactose, mineral salts, and fats, including fish oil, and that it contained 9.27 percent of protein.

**NATURE OF CHARGE:** Misbranding, Section 403 (a), the label statement "Guaranteed Analysis \* \* \* Crude protein, not less than . . . 11.0%" was false when applied to an article containing a lesser quantity of protein.

The article was alleged also to be misbranded under the provisions of the law applicable to drugs, as reported in notices of judgment on drugs and devices.

**DISPOSITION:** The Consolidated Products Co., claimant, filed an answer admitting for the purpose of the instant case only, that the product was misbranded, but stating specifically that the admission was made without prejudice to the right of the claimant to allege and prove in any other action that the product or any like or similar product was not a drug and was not misbranded. The claimant also consented to the entry of a decree of condemnation against the product. In accordance with the answer and consent of the claimant, judgment of condemnation was entered on September 7, 1945, and the product was ordered released under bond for the purpose of relabeling under the supervision of the Federal Security Agency. On October 29, 1945, the claimant filed a report with reference to the disposition of the product, alleging that by reason of a mistake made in good faith the product had been redelivered to the claimant and reprocessed and used in the feeding of hogs on an experimental farm owned by the claimant, prior to the entry of the decree of condemnation. On the same date, the court having found that the above-described disposition of the product was occasioned by a good-faith mistake, an order was entered providing for the cancellation of the bond and the release of the claimant and its surety from further liability thereon.

### FISH AND SHELLFISH

**13103. Adulteration of frozen rosefish fillets. U. S. v. Independent Fish Co., James Tringali, and Norman Hannibal. Pleas of guilty. Total fines \$300.** (F. D. C. No. 22012. Sample Nos. 1845-H, 1914-H.)

**INFORMATION FILED:** August 22, 1947, District of Massachusetts, against the Independent Fish Co., a partnership, Gloucester, Mass., James Tringali, a partner, and Norman Hannibal, foreman.

**ALLEGED VIOLATIONS:** The defendants were charged with shipping, on or about May 2, 1946, a consignment of adulterated frozen rosefish fillets from the State of Massachusetts into the State of South Carolina. The defendants were charged also with giving a false guaranty. The guaranty was given to the Progressive Fish Wharf, Inc., Gloucester, Mass., on or about November 14, 1945, and guaranteed that any fish sold by the defendants to the latter firm would pass all United States Food and Drug inspections. Between the approximate dates of November 14, 1945, and May 2, 1946, the defendants sold and delivered to the Progressive Fish Wharf, Inc., a number of boxes of fish which were adulterated. On or about May 2, 1946, the Progressive Fish Wharf, Inc., shipped the fish from the State of Massachusetts into the State of Georgia.