

ALLEGED SHIPMENT: On or about July 23, 1947, by the Alto Canning Co., from Alto, Tex.

PRODUCT: 297 cases, each containing 24 1-pound, 3-ounce cans, of tomatoes at Lake Charles, La.

LABEL, IN PART: Mr. Gus Tomatoes * * * Packed for Jacksonville Canneries, Jacksonville, Texas."

NATURE OF CHARGE: Misbranding, Section 403 (h) (1), the product fell below the standard of quality for canned tomatoes, since it contained excessive peel and did not bear the substandard legend.

DISPOSITION: May 18, 1948. Default decree of condemnation. The product was ordered delivered to a charitable institution.

13161. Adulteration of tomato catsup. U. S. v. 197 Cases * * * (and 5 other seizure actions). (F. D. C. Nos. 22383, 24426, 24433, 24444, 24455, 24455-A. Sample Nos. 73428-H, 14526-K, 15032-K, 19253-K, 24602-K.)

LIBELS FILED: Between January 14, 1947, and March 1, 1948, District of Minnesota, Western District of Wisconsin, Northern District of Ohio, Northern District of Illinois, and Eastern District of Michigan.

ALLEGED SHIPMENT: Between the approximate dates of November 14, 1946, and January 27, 1948, by the Fettig Canning Corp., from Elwood, Ind., and Carnegie, Pa.

PRODUCT: Tomato catsup. 197 cases, each containing 6 No. 10 cans, at St. Paul, Minn.; 71 cases, 1,750 cases, 550 cases, 49 cases, and 1,200 cases, each containing 24 14-ounce bottles, at Stevens Point, Wis., Cleveland, Ohio, Chicago, Ill., and Flint and Detroit, Mich., respectively.

LABEL, IN PART: "Serve-Well [or "Mary's Choice," or "Vine-Ripe"] Tomato Catsup."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance by reason of the presence of decomposed tomato material.

DISPOSITION: Between March 30, 1947, and May 13, 1948. Default decrees of condemnation. With respect to the St. Paul and Stevens Point lots, the decrees provided that the product be denatured and disposed of for purposes other than human consumption; otherwise, that it be destroyed. The remaining lots were ordered destroyed.

13162. Adulteration of tomato catsup. U. S. v. 328 Cases * * *. (F. D. C. No. 24468. Sample No. 15131-K.)

LIBEL FILED: March 8, 1948, Northern District of Illinois.

ALLEGED SHIPMENT: On or about January 26, 1948, by the Montpelier Food Products Corp., from Montpelier, Ind.

PRODUCT: 328 cases, each containing 24 14-ounce bottles, of tomato catsup at Chicago, Ill.

LABEL, IN PART: "Cherry Valley Tomato Catsup."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance by reason of the presence of decomposed tomato material.

DISPOSITION: May 3, 1948. Default decree of condemnation and destruction.

13163. Adulteration and misbranding of tomato puree. U. S. v. North American Canning Co. Plea of nolo contendere. Fine, \$500. (F. D. C. No. 22077. Sample Nos. 90614-H, 90945-H.)

INFORMATION FILED: June 2, 1947, Southern District of Florida, against the North American Canning Co., a corporation, Dania, Fla.

ALLEGED SHIPMENT: On or about December 10, 1946, from the State of Florida into the State of North Carolina.

LABEL, IN PART: "Sun Charm Brand Tomato Puree."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in part of a filthy substance by reason of the presence of fly eggs and larvae, and of a decomposed substance by reason of the presence of decomposed tomato material.

Misbranding, Section 403 (g) (1), the product failed to conform to the definition and standard of identity for tomato puree, since it contained less than 8.37 percent of salt-free tomato solids.

DISPOSITION: October 24, 1947. A plea of nolo contendere having been entered on behalf of the defendant, a fine of \$500 was imposed.

13164. Adulteration and misbranding of tomato puree. U. S. v. 1,055 Cases
* * *. (F. D. C. No. 20765. Sample No. 54558-H.)

LIBEL FILED: August 29, 1946, Northern District of Georgia.

ALLEGED SHIPMENT: On or about July 5, 1946, by the Northwestern Canning & Packing Co., from Seffner, Fla.

PRODUCT: 1,055 cases, each containing 24 1-pound, 3-ounce cans, of tomato puree at Griffin, Ga.

LABEL, IN PART: "Old Glory Brand Tomato Puree."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance by reason of the presence of decomposed tomato material.

Misbranding, Section 403 (g) (1), the product failed to conform to the definition and standard of identity for tomato puree, since it contained less than 8.37 percent of salt-free tomato solids.

DISPOSITION: September 16, 1947. The sole intervener having withdrawn his claim, judgment of condemnation was entered and the product was ordered destroyed.

13165. Adulteration of tomato puree. U. S. v. 160 Cases * * *. (F. D. C. No. 24632. Sample No. 27168-K.)

LIBEL FILED: May 11, 1948, Southern District of Illinois.

ALLEGED SHIPMENT: On or about October 14, 1947, by the Sweetser Packing Co., from Sweetser, Ind.

PRODUCT: 160 cases, each containing 6 6-pound, 6-ounce cans, of tomato puree at Decatur, Ill.

LABEL, IN PART: "Sweetser Brand Tomato Puree."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a decomposed substance by reason of the presence of decomposed tomato material.

DISPOSITION: June 7, 1948. Default decree of condemnation and destruction.

13166. Adulteration of canned tomato paste and tomato sauce and misbranding of canned fruit cocktail. U. S. v. Hunt Foods, Inc. Plea of nolo contendere. Fine, \$600. (F. D. C. No. 21519. Sample Nos. 27876-H, 29514-H, 30780-H, 37434-H, 45539-H, 46612-H, 46801-H.)

INFORMATION FILED: February 5, 1947, Northern District of California, against Hunt Foods, Inc., Hayward, Calif.

ALLEGED VIOLATIONS: The defendant shipped adulterated tomato sauce and tomato paste and misbranded fruit cocktail between the approximate dates of August 10, 1945, and April 2, 1946, from the State of California into the States of Washington, Nevada, and Montana, and the Territory of Puerto Rico. In addition the defendant was charged with giving a false guaranty. The guaranty was given to Better Buy Wholesale Grocers, of Fresno, Calif., on or about August 13, 1945, and provided that the article comprising each shipment or delivery made by the defendant to the latter firm would be neither adulterated nor misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act. On or about December 10, 1945, the defendant sold and delivered to Better Buy Wholesale Grocers a number of cans of tomato sauce which was adulterated. On or about December 10, 1945, the Better Buy Wholesale Grocers sold the cans of tomato sauce to the Banton Corporation, of San Francisco, Calif.; and on or about December 18, 1945, the Banton Corporation shipped the tomato sauce from California to San Juan, Puerto Rico.