**3056. Adulteration and misbranding of spray egg yolk. U. S. v. 8 Cases of Spray Hen Egg Yolk. Consent decree of condemnation. Product ordered released under bond to be denatured.** (F. D. C. No. 4936. Sample No. 69060–E.)

In this case soybean flour and carotin had been substituted in whole or in part for dried egg yolk.

On June 17, 1941, the United States attorney for the District of New Jersey filed a libel against 8 200-pound cases of spray egg yolk at Hackensack, N. J., alleging that the article had been shipped on or about April 10, 1941, by Rogol Distributors, Inc., from Brooklyn, N. Y.; and charging that it was adulterated and misbranded. It was labeled in part: "Spray Hen Egg Yolk Packed By Hongkong Export."

The article was alleged to be adulterated (1) in that a substance, spray dried egg yolk containing soybean flour with added carotin, had been substituted wholly or in part for spray hen egg yolk, which it purported to be; and (2) in that soybean flour with added carotin had been added thereto or mixed or packed therewith so as to reduce its quality or strength.

It was alleged to be misbranded (1) in that the name "Spray Hen Egg Yolk" was false and misleading as applied to spray dried egg yolk containing soybean flour with added carotin; (2) in that it was offered for sale under the name of another food; and (3) in that it was fabricated from two or more ingredients and its label failed to bear the common or usual name of each ingredient.

On May 1, 1942, Rogol Distributors, Inc., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond conditioned that, under the supervision of the Food and Drug Administration, it be reprocessed by the addition of 10 percent of cocoa so that it could not be sold as spray hen egg yolk but solely as a mixture of hen egg yolk, soybean flour, and cocoa, and that it be relabeled so as to comply with the law.

## FISHERIES PRODUCTS

### SHELLFISH

**Nos. 3057 to 3061** report the seizure and disposition of crab meat that was contaminated by *Escherichia coli.*

**3057. Adulteration of crab meat. U. S. v. Harold M. Wallace (Gulf Crabmeat Co.). Plea of guilty. Fine $25; fine remitted.** (F. D. C. No. 2922. Sample Nos. 35015–E, 35166–E, 35233–E.)

On February 7, 1941, the United States attorney for the Southern District of Alabama filed an information against Harold M. Wallace, trading as Gulf Crabmeat Co. at Mobile, Ala., alleging shipment on or about June 19, 20, and 27, 1940, from the State of Alabama into the State of Maryland of quantities of crab meat that was adulterated in that it consisted in whole or in part of a filthy substance; and in that it had been prepared under insanitary conditions whereby it might have become contaminated with filth.

On February 11, 1942, the defendant having entered a plea of guilty, the court imposed a fine of $25, which was remitted.

**3058. Adulteration of crab meat. U. S. v. Clarence Sprinkle (Sprinkle Seafood Co.). Plea of guilty. Fine, $25; fine remitted.** (F. D. C. No. 2920. Sample No. 35221–E.)

Examination of this product showed that a portion contained *Escherichia coli.*

On March 8, 1941, the United States attorney for the Southern District of Alabama filed an information against Clarence Sprinkle, trading as Sprinkle Seafood Co. at Bayou La Batre, Ala., alleging that on or about June 21, 1940, the defendant gave to the Star Fish & Oyster Co., Inc., Mobile Ala., a guaranty that all crab meat furnished by the defendant to said company would be neither misbranded nor adulterated within the meaning of the Federal Food, Drug and Cosmetic Act; that on June 21, 1940, the defendant sold and delivered to the Star Fish & Oyster Co., Inc., a quantity of crab meat; and that said crab meat was delivered for introduction in interstate commerce by the purchaser from the State of Alabama into the State of Maryland.

The information charged further that the defendant had given a guaranty which was false, in violation of said act, in that the crab meat so sold and