

**LABEL, IN PART:** "Irresistible Brand Unpeeled Whole Apricots in Heavy Syrup \* \* \* Packed by Colorado Mountain Food Co., Grand Junction, Colorado."

**NATURE OF CHARGE:** Misbranding, Section 403 (h) (2), the product purported to be and was represented as canned apricots, and it failed to comply with the standard of fill of container since there was not present in the container the maximum quantity of optional apricot ingredient which can be sealed in the container and processed by heat to prevent spoilage, without crushing or breaking such ingredient; and the label failed to bear, as specified by the regulations, a statement that the product fell below such standard.

**DISPOSITION:** December 2, 1947. The Regal Stores, Inc., Indianapolis, Ind., having appeared as claimant, judgment was entered ordering that the product be released under bond for relabeling under the supervision of the Food and Drug Administration.

#### DRIED FRUIT

**17542. Adulteration of dates. U. S. v. 14 Boxes \* \* \*. (F. D. C. No. 19555. Sample No. 58265-H.)**

**LIBEL FILED:** On or about April 6, 1946, District of Montana.

**ALLEGED SHIPMENT:** On or about December 9, 1945, by Ritter & Co., from Los Angeles, Calif.

**PRODUCT:** 14 boxes, each containing 24 packages, of dates at Billings, Mont.

**LABEL, IN PART:** "Golden Ripe Brand Dates Indio, California."

**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 larvae, beetles, and insect parts.

**DISPOSITION:** May 15, 1946. Default decree of condemnation and destruction.

#### FROZEN FRUIT

**17543. Alleged adulteration of frozen strawberries, raspberries, loganberries, and boysenberries, and misbranding of frozen rhubarb. U. S. v. Midfield Packers and Herbert H. Huber. Pleas of not guilty; motion to dismiss. Counts dismissed charging partnership and Herbert H. Huber with shipping adulterated frozen berries. Count charging partnership with shipping misbranded frozen rhubarb tried on plea of not guilty; judgment of guilty; fine, \$250. (F. D. C. No. 22018. Sample Nos. 32151-H, 38587-H, 57145-H, 58345-H, 58352-H, 58353-H.)**

**INFORMATION FILED:** On or about June 30, 1947, Western District of Washington, against the Midfield Packers, a partnership, Olympia, Wash., and Herbert H. Huber, partner and manager.

The Midfield Packers and Herbert H. Huber were charged with the shipment of frozen strawberries, raspberries, loganberries, and boysenberries. The Midfield Packers alone was charged with the shipment of frozen rhubarb.

**ALLEGED SHIPMENT:** On or about March 15, June 12, and July 15 and 25, 1946, from the State of Washington into the States of California, Illinois, New York, and Massachusetts.

**LABEL, IN PART:** "Moon Winks Whole Strawberries [or "Red Raspberries," "Loganberries," "Boysenberries," or "Rhubarb"]."

**NATURE OF CHARGE:** Frozen strawberries, raspberries, loganberries, and boysenberries. Adulteration, Section 402 (b) (1), valuable constituents, whole strawberries, raspberries, loganberries, and boysenberries, had been in part