

commerce, judgment of condemnation was entered and the court ordered that the product be released under bond for segregation and destruction of the unfit portion, under the supervision of the Food and Drug Administration. As a result of the segregation operations, 396 cans of the product were found unfit.

### FEEDS AND GRAINS

**19516. Misbranding of pulverized oyster shell. U. S. v. Mayo Shell Corp. Plea of guilty. Fine, \$2,000. (F. D. C. No. 32807. Sample Nos. 33319-L, 35083-L.)**

**INFORMATION FILED:** September 17, 1952, Southern District of Texas, against the Mayo Shell Corp., Houston, Tex.; amended October 14, 1952.

**ALLEGED SHIPMENT:** On or about January 1 and 18, 1952, from the State of Texas into the State of Wisconsin.

**LABEL, IN PART:** "50 Lbs. Net Mayo's Cal-Bon-Ate P. O. S. CaCo Guaranteed 97% Calcium Carbonate."

**NATURE OF CHARGE:** Misbranding, Section 403 (a), the statement "Guaranteed 97% Calcium Carbonate" was false and misleading since the product contained less than 97 percent of calcium carbonate.

**DISPOSITION:** October 15, 1952. A plea of guilty having been entered, the court fined the corporation \$2,000.

**19517. Misbranding of cottonseed meal. U. S. v. Southland Cotton Oil Co. Plea of guilty. Fine, \$250. (F. D. C. No. 32818. Sample No. 39891-K.)**

**INFORMATION FILED:** September 18, 1952, Western District of Texas, against the Southland Cotton Oil Co., a corporation, Temple, Tex.

**ALLEGED SHIPMENT:** On or about October 24, 1951, from the State of Texas into the State of Oklahoma.

**LABEL, IN PART:** "Sunny Southland Cottonseed Meal \* \* \* Guaranteed Analysis Crude Protein not less than 41% Crude Fat not less than 5% Crude Fiber not more than 12%."

**NATURE OF CHARGE:** Misbranding, Section 403 (a), the label statement "Guaranteed Analysis Crude Protein not less than 41% Crude Fat not less than 5% Crude Fiber not more than 12%" was false and misleading since the product contained less than 41 percent protein, less than 5 percent crude fat, and more than 12 percent crude fiber.

**DISPOSITION:** November 10, 1952. A plea of guilty having been entered, the defendant was fined \$250.

**19518. Misbranding of soybean feed. U. S. v. 351 Bags \* \* \*. (F.-D. C. No. 33668. Sample No. 48617-L.)**

**LIBEL FILED:** August 28, 1952, Southern District of Iowa.

**ALLEGED SHIPMENT:** On or about July 11, 1952, by the Galesburg Soy Products Co., from Galesburg, Ill.

**PRODUCT:** 351 bags of soybean feed at Winterset, Iowa.

**LABEL, IN PART:** "100 Lbs. Net Hi-Protena Brand 42 Percent Protein Soybase Meal."

**NATURE OF CHARGE:** Misbranding, Section 403 (e) (2), the article failed to bear a label containing an accurate statement of the quantity of the contents since

the label statement "100 Lbs. Net" was inaccurate. (The article was short of the declared weight.)

**DISPOSITION:** October 16, 1952. The Farmers Coop. Association, Winterset, Iowa, claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond for the purpose of repacking the article so as to bring each bag up to the full weight of 100 pounds, under the supervision of the Federal Security Agency.

## FISH AND SHELLFISH

**19519. Adulteration and misbranding of canned sardines. U. S. v. 149 Cases \* \* \*. (F. D. C. No. 34257. Sample No. 42231-L.)**

**LIBEL FILED:** December 2, 1952, Northern District of California.

**ALLEGED SHIPMENT:** On or about November 19, 1952, by the Hovden Food Products, Inc., from Monterey, Calif., for shipment to the Philippine Islands.

**PRODUCT:** 149 cases, each containing 48 15-ounce cans, of sardines at San Francisco, Calif.

**LABEL, IN PART:** (Can) "El Rayo Brand California Sardines Tomato Sauce."

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), anchovies had been substituted in whole or in part for sardines, which the article was represented to be.

Misbranding, Section 403 (b), the article was offered for sale under the name of another food, namely, sardines.

**DISPOSITION:** February 10, 1953. Marsman Commercial Co., Inc., San Francisco, Calif., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the court ordered that the product be released under bond for relabeling, under the supervision of the Federal Security Agency.

**19520. Adulteration of frozen cod fillets. U. S. v. 249 Cartons \* \* \*. (F. D. C. 34143. Sample No. 36709-L.)**

**LIBEL FILED:** November 19, 1952, Southern District of New York.

**ALLEGED SHIPMENT:** On or about October 8 and 9, 1952, by H. Hopkins, from Port Marcieu, Nova Scotia, and by the Standard Fish Co., from Montreal, Canada.

**PRODUCT:** 249 10-pound cartons of frozen cod fillets at New York, N. Y.

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

**DISPOSITION:** December 11, 1952. Default decree of condemnation and destruction.

**19521. Adulteration of frozen halibut. U. S. v. 638 Pounds \* \* \*. (F. D. C. No. 34167. Sample No. 23269-L.)**

**LIBEL FILED:** On or about November 25, 1952, Southern District of New York.

**ALLEGED SHIPMENT:** On or about October 1, 1952, by the Whiz Fish Products Co., from Seattle, Wash.

**PRODUCT:** 638 pounds of frozen halibut in 5 boxes at New York, N. Y.