

"Headless Shrimp" was false and misleading; and 403(e)(2)—the label statement "One Pound Net Weight" was inaccurate (the article was short weight).

DISPOSITION: 6-3-58. Default—destruction.

24811. Anchovies and antipasto. (F.D.C. No. 41288. S. Nos. 62-624/28 M.)

QUANTITY: 1,212 boxes, 12 jars each, of anchovies and 580 boxes, 12 jars each, of antipasto at New York, N.Y.

SHIPPED: Between 1-4-57 and 5-13-57, from Yugoslavia by the American Roland Co.

LABEL IN PART: (Jar covers) "Antipasto Roland Brand Packed in Izola, Yugoslavia Composed of: Tunny Fish * * * Net Weight 2¾ ozs. * * * Product of Yugoslavia" and "Filets of Anchovies in Pure Olive Oil Rolled with capers & pimentos & flat. Salt added. Roland * * * Packed in Izola, Yugoslavia * * * 3¼ Oz."

LIBELED: 1-14-58, S. Dist. N.Y.

CHARGE: Anchovies, 402(b)(2)—red peppers had been substituted for pimentos when shipped; and 403(a)—the label statement "Filets of Anchovies * * * Rolled with capers & pimentos" was false and misleading as applied to the article containing red pepper skins instead of pimentos.

Antipasto, 402(b)(2)—bonito fish had been substituted for tuna fish when shipped; and 403(a)—the label statement "Antipasto * * * composed of: Tunny fish" was false and misleading as applied to the article which contained bonito fish instead of tuna fish.

DISPOSITION: 4-9-58. Consent—claimed by Bruno Scheidt, Inc., New York, N.Y., and relabeled.

24812. Oysters. (Inj. No. 307.)

COMPLAINT FOR INJUNCTION FILED: 2-6-57, Dist. Md., against Bay Food Products Co., Inc., Baltimore, Md., to enjoin the interstate shipment of adulterated oysters.

CHARGE: The complaint alleged that the defendant was engaged in the business of selling and distributing raw shucked oysters in cans; and, that the defendant had been introducing and delivering for introduction into interstate commerce, oysters which were adulterated within the meaning of 402(b)(2) in that water had been substituted in part for oysters, and 402(b)(4) in that water had been added, mixed, and packed with the oysters so as to increase their bulk and reduce their quality.

The complaint alleged also that the articles of food, as shipped by the defendant, purported to be and were represented as shucked oysters, for which definitions and standards of identity have been prescribed by regulations; that the standards provide, among other things, that oysters shall be shucked, washed, and drained, prior to packing, in such a manner that not over 5 percent of drained liquid will be found in the oysters 15 minutes after packing; that extensive experimental packs of oysters established, when packed in conformity with the standards; that oysters will not exceed the 5 percent limit of drained liquid; that specific shipping experiments show that legally packed oysters do not subsequently release liquid, and, that there will be no increase in the drained liquid content of the cans of oysters with the passage of time after packing; that samples collected from interstate shipments made by the defendant, upon analysis, disclosed the presence of amounts of liquid greatly in excess of 5 percent; and, that such analytical findings established that the