

United States Department of Agriculture

FOOD AND DRUG ADMINISTRATION

NOTICES OF JUDGMENT UNDER THE FOOD AND DRUGS ACT

[Given pursuant to section 4 of the food and drugs act]

18851-18925

[Approved by the Secretary of Agriculture, Washington, D. C., May 9, 1932]

18851. Adulteration and misbranding of linseed meal and beef scrap, and misbranding of beef and bone scrap. U. S. v. Consolidated By-Product Co. Plea of guilty. Fine, \$50. (F. & D. No. 26534. I. S. Nos. 015260, 015262, 015264, 015272, 028182, 028192, 028306, 028329, 18551, 18556.)

The products covered by the interstate shipments herein described consisted of linseed meal, beef scrap, and beef and bone scrap. One consignment of the linseed meal contained animal matter and was low in fat and high in fiber; the remainder of the linseed meal contained less protein than declared and of these, certain lots were also low in fat. The beef and bone scrap contained less protein than declared, and the so-called beef scrap was found to consist in part of ground fish.

On August 10, 1931, the United States attorney for the Eastern District of Pennsylvania, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for the district aforesaid an information against the Consolidated By-Product Co., a corporation, Philadelphia, Pa., alleging shipment by said company, in violation of the food and drugs act, between the dates of March 4, 1930 and August 2, 1930, from the State of Pennsylvania into the States of Virginia, Delaware, New Jersey, and Maryland of quantities of linseed meal, which was misbranded and a portion of which was also adulterated; on or about March 27, 1930, from the State of Pennsylvania into the State of Delaware of a quantity of beef and bone scrap which was misbranded; and on or about October 11, 1930, from the State of Pennsylvania into the State of Maryland of a quantity of beef scrap that was adulterated and misbranded. The linseed meal was labeled in part: "Linseed Meal Guaranteed Analysis Protein 34% Min. [or "32.0% Min.]" Fat 6.2% Min. Fiber 8.4% Max. Manufactured by Consolidated By-Product Co. * * * Philadelphia." The beef and bone scrap was labeled in part: "Consolidated Beef & Bone Scrap Guaranteed Analysis Protein 50% Min. * * * Manufactured by Consolidated By-Product Co. * * * Phila." The beef scrap was labeled in part: "Consolidated Beef Scrap Guaranteed Analysis Protein 50% Min."

Adulteration was alleged in the information with respect to one lot of the linseed meal for the reason that a product composed in part of bone, dried blood, and flesh tissue had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength, and had been substituted for linseed meal, which the article purported to be. Adulteration of the so-called beef scrap was alleged for the reason that a product composed in part of ground fish had been mixed and packed with the article so as to reduce and lower and injuriously affect its quality and strength, and had been substituted in part for beef scrap which the said article purported to be.

Misbranding of the said one lot of linseed meal was alleged for the reason that the statements, to wit, "Linseed meal" and "Guaranteed Analysis * * * Fat 6.2% Min., Fiber 8.4% Max.," borne on the tags attached to the sacks containing the article, were false and misleading in that the said statements represented that the article consisted wholly of linseed meal and that it contained not less than 6.2 per cent of fat and not more than 8.4 per cent of fiber; and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it consisted wholly of linseed meal and contained not less than 6.2 per cent of fat and not more than 8.4 per cent of fiber; whereas the article did not consist wholly of linseed meal but did consist in part of bone, dried blood, and flesh tissue, and it contained less fat and more fiber than declared, namely, approximately 4.06 per cent of fat, and approximately 9.99 per cent of fiber. Misbranding was alleged with respect to the remaining lots of linseed meal for the reason that the statements, "Guaranteed Analysis Protein 34% Min. [or 32.0% Min.], Fat 6.2% Min.," were false and misleading in that the said statements represented that the article contained the amounts of protein and fat declared on the label; and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it contained the amounts of protein and fat declared; whereas it did not, the 6 lots of linseed meal labeled as containing 34 per cent of protein having been found to contain approximately 30.88, 29.52, 29.52, 32.60, 29.81 and 30.26 per cent, respectively, of protein, while 3 of the said 6 lots contained 5.68, 5.17, and 5.48 per cent, respectively of fat, instead of the 6.2 per cent declared. One lot of the linseed meal labeled as containing 32 per cent of protein was found to contain approximately 29.66 per cent of protein. Misbranding of the said beef scrap was alleged for the reason that the statement "Consolidated Beef Scrap," borne on the label, was false and misleading in that the said statement represented that the article consisted wholly of beef scrap; and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it consisted wholly of beef scrap; whereas it did not so consist, but did consist in part of ground fish. Misbranding of said beef scrap was alleged for the further reason that it was a product composed in part of ground fish and was offered for sale and sold under the distinctive name of another article, to wit, Consolidated beef scrap. Misbranding of the said beef and bone scrap was alleged for the reason that the statement, "Guaranteed Analysis, Protein 50% Min.," was false and misleading in that it represented that the article contained not less than 50 per cent of protein, whereas it contained approximately 46 per cent of protein.

On September 29, 1931, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$50.

ARTHUR M. HYDE, *Secretary of Agriculture.*

18852. Adulteration of herring. U. S. v. 500 Pounds of Herring. Default decree of destruction entered. (F. & D. No. 26994. I. S. No. 40943. S. No. 5216.)

Samples of herring from the shipment herein described having been found to be infested with worms, the Secretary of Agriculture reported the matter to the United States attorney for the Southern District of Ohio.

On September 24, 1931, the United States attorney filed in the District Court of the United States for the district aforesaid a libel praying seizure and condemnation of 500 pounds of herring at Cincinnati, Ohio, alleging that the article had been shipped by the Lake Superior Fish Co., Duluth, Minn., on or about September 19, 1931, and had been transported from the State of Minnesota into the State of Ohio, and charging adulteration in violation of the food and drugs act.

It was alleged in the libel that the article was adulterated in that it consisted in whole or in part of a filthy, decomposed, or putrid animal substance, and in that it was a portion of an animal unfit for food.

On October 7, 1931, no claimant having appeared for the property, and the court having found that the product was spoiled and unfit for human consumption, a decree was entered, nunc pro tunc as of September 24, 1931, ordering that the article be destroyed by the United States marshal.

ARTHUR M. HYDE, *Secretary of Agriculture.*