

"United States v. Dieckerhoff, 202 U. S. 302.

"Eagle Indemnity Co. v. United States, supra.

"In United States v. Dieckerhoff, supra, the court said:

"But we think the purpose of the statute and the purpose of the requirement in the bond provided for therein, and the one given in this case, was to secure the performance of the duty imposed of returning the package or packages, where an importer availed himself of the privilege of withdrawing merchandise from the custody of the governmental officials before it has been examined and appraised. * * *, we think it was the intention of the law to provide specific damages to be recovered upon the nonperformance of the duty imposed, and to secure a prompt and faithful discharge of which the statute provides for the giving of a bond.

"We think such undertaking, for this manner of discharging this duty, or paying the value stipulated, was intended to and does relieve the government from the necessity of showing any actual damage or loss."

"The Preserve Corporation was violating the law in shipping adulterated goods and showed no appreciation of the various efforts made to assist it in reclaiming and reconditioning the goods.

"The findings of the judge below that the conditions of the bond were breached and that the bond was a penal one were correct and the judgment of the court below is accordingly affirmed."

MISCELLANEOUS FRUIT PRODUCTS

6947. Adulteration and misbranding of currant juice. U. S. v. 9 Cans of Currant Juice. Default decree of condemnation and destruction. (F. D. C. No. 9181. Sample No. 22836-F.)

LABEL FILED: January 13, 1943, Eastern District of Pennsylvania.

ALLEGED SHIPMENT: On or about August 21, 1942, by the Fresh Grown Preserve Corporation, from Lyndhurst, N. J.

PRODUCT: 9 cans, each containing 5 gallons, of currant juice at Philadelphia, Pa.

VIOLATIONS CHARGED: Adulteration, Section 402 (b) (2), a substance containing added sugar or sugars, added water, acid, and sodium benzoate, had been substituted in whole or in part for currant juice; and, Section 402 (b) (4), a substance containing added sugar or sugars, added water, acid, and sodium benzoate, had been added to the article, or mixed or packed with it, so as to increase its bulk or weight, or reduce its quality or strength, or make it appear better or of greater value than it was.

Misbranding, Section 403 (a), the name, "Currant Juice," was false and misleading; Section 403 (b), the product was offered for sale under the name of another food; Section 403 (c), it was an imitation of another food, currant juice, and its label did not bear, in type of uniform size and prominence, the word "Imitation," and, immediately thereafter, the name of the food imitated; Section 403 (f), the statement of the quantity of contents and the name and place of business of the manufacturer, packer, or distributor, required by law to appear on the label, were not placed thereon with sufficient prominence to render them likely to be read by the ordinary individual under customary conditions of purchase and use; Section 403 (i) (2), the product was fabricated from two or more ingredients, and its label failed to bear the common or usual name of each such ingredient; and, Section 403 (k), it contained a chemical preservative, sodium benzoate, and it did not bear labeling stating that fact.

DISPOSITION: January 29, 1943. No claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

6948. Misbranding of preserved fruits. U. S. v. 147 Jars of Preserved Dates, 299 Jars of Preserved Pears, and 107 Jars of Preserved Peaches. Consent decree of condemnation. Product ordered released under bond for re-labeling. (F. D. C. No. 12076. Sample Nos. 76429-F to 76431-F, incl.)

LABEL FILED: March 25, 1944, Southern District of New York.

ALLEGED SHIPMENT: From on or about December 3, 1943, to January 14, 1944, by Sunshine Products, Inc., from Miami, Fla.

PRODUCT: 147 jars of preserved dates, 299 jars of preserved pears, and 107 jars of preserved peaches at New York, N. Y.

LABEL, IN PART: "Annettes Preserved Dates [or "Bartlett Pears," or "Elberta Peaches"] * * * Net Wgt. One Pound."

VIOLATIONS CHARGED: Misbranding, Section 403 (a), the statement appearing on the jar labels, "Net Wgt. One Pound," was false and misleading as applied to articles which were short-weight; and, Section 403 (e) (2), they were in package form and failed to bear labels containing an accurate statement of the quantity of the contents.

DISPOSITION: June 13, 1944. Sunshine Products, Inc., claimant, having admitted the allegations of the libel, judgment of condemnation was entered and the products were ordered released under bond, for relabeling under the supervision of the Food and Drug Administration.

6949. Misbranding of canned olives. U. S. v. 100 Cases of Canned Olives. Consent decree of condemnation. Product ordered released under bond to be relabeled. (F. D. C. No. 13237. Sample No. 73399-F.)

LIBEL FILED: August 17, 1944, District of Montana.

ALLEGED SHIPMENT: On or about July 24, 1944, by the Regent Canfood Co. Division of Safeway Stores, Inc., Oakland, Calif.

PRODUCT: 100 cases, each containing 24 jars, of olives at Butte, Mont.

LABEL, IN PART: (Jars) "Visalia Pride Brand California Green Olives Spanish Style Drained Weight 10½ Oz."

VIOLATION CHARGED: Misbranding, Section 403 (e) (2), the product was food in package form and failed to bear a label containing an accurate statement of the quantity of its contents, since the label upon each jar stated that the drained weight of the contents was 10½ ounces, and the average drained weight of the article was not in excess of 9.64 ounces.

DISPOSITION: October 10, 1944. The Superior Olive Products Co., Visalia, Calif., having admitted the allegations of the libel, judgment of condemnation was entered and the product was ordered released under bond, to be relabeled under the supervision of the Food and Drug Administration.

VEGETABLES AND VEGETABLE PRODUCTS

6950. Misbranding of onions. U. S. v. Rocky Ford Onion Growers Cooperative Association. Plea of guilty. Fine, \$500. (F. D. C. No. 11409. Sample Nos. 56340-F, 57803-F, 57907-F to 57911-F, incl.)

LIBEL FILED: On May 13, 1944, in the District of Colorado, against Rocky Ford Onion Growers Cooperative Association, a non-profit corporation, Rocky Ford and Crowley, Colo.

ALLEGED SHIPMENT: On or about October 7, 11, and 12, 1943, from the State of Colorado into the States of New York, Ohio, and Kansas.

LABEL, IN PART: (Sacks) "50 lbs. Net Wt. COLOVENCIA Rocky Ford Valencias Colorado Potato Growers Exchange," "Banner Brand Sweet Spanish Onions 50 Lbs. Net," or "50 Lbs. Net Wt. Rock-E-Fora Sweet Spanish Onions."

VIOLATIONS CHARGED: Misbranding, Section 403 (a), the statements, "50 Lbs. Net Wt." or "50 Lbs. Net," borne on the sacks containing the article, were false and misleading since the sacks contained a smaller amount; and, Section 403 (e) (2), the product was in package form and failed to bear a label containing an accurate statement of the quantity of the contents.

DISPOSITION: June 13, 1944. A plea of guilty was entered on behalf of the defendant, and a fine of \$100 on each of 5 counts was imposed.

6951. Adulteration of beans. U. S. v. 20 Bags of Beans. Default decree of destruction. (F. D. C. No. 13394. Sample No. 58986-F.)

LIBEL FILED: August 29, 1944, Eastern District of Virginia.

ALLEGED SHIPMENT: On or about November 29 and December 8, 1943, from Kansas City, Mo.

PRODUCT: 20 bags, each containing 100 pounds, of beans at Richmond, Va., in the possession of Whitehead Bros.

This product had been stored, after shipment, under insanitary conditions. The bags had been gnawed by rodents and contained rodent excreta and urine stains. Examination showed that the article contained rodent excreta and rodent hairs, and had been contaminated with urine.

VIOLATIONS CHARGED: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance; and, Section 402 (a) (4), it had been held under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: October 27, 1944. No claimant appeared, and the product was ordered destroyed.