

Misbranding, Section 403 (g) (1), the article failed to conform to the definition and standard of identity for canned corn since it had not been so processed by heat as to prevent spoilage. Further misbranding, Section 403 (e) (2), some cans of the article failed to bear a label containing an accurate statement of the quantity of the contents. (The statement "Net Weight 1 Lb." on a portion of the cans was inaccurate since all of the cans contained approximately 6 pounds, 10 ounces.)

DISPOSITION: November 17, 1949. No claimant having appeared, judgment of condemnation was entered and the court ordered that the product be destroyed.

15497. Misbranding of canned spinach. U. S. v. 17 Cases \* \* \*. (F. D. C. No. 27768. Sample No. 56620-K.)

LIBEL FILED: August 12, 1949, District of New Jersey.

ALLEGED SHIPMENT: On or about June 27, 1949, by A. W. Sisk & Son, from Baltimore, Md.

PRODUCT: 17 cases, each containing 48 cans, of spinach at Newark, N. J.

LABEL, IN PART: (Can) "White Rose Spinach Net Wt. 15 Oz. Avoir."

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. (The article was short weight.)

DISPOSITION: October 10, 1949. Default decree of condemnation. The court ordered that the product be delivered to charitable institutions.

#### TOMATOES

15498. Adulteration of canned tomatoes. U. S. v. Niels P. Jacobsen. Tried to the jury; verdict of guilty. Fine, \$300 and costs. (F. D. C. No. 25627. Sample No. 27548-K.)

INFORMATION FILED: March 12, 1949, Western District of Missouri, against Niels P. Jacobsen, Diggins, Mo.

ALLEGED VIOLATION: The giving of a false guaranty. The information charged that on or about March 30, 1948, the defendant entered into a contract with the Marshfield Supply Co., to pack canned tomatoes for the latter firm, and guaranteed that the tomatoes so packed would be neither adulterated nor misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act; that within the period from on or about August 24, 1948, to September 7, 1948, the defendant delivered pursuant to the contract a number of cases of canned tomatoes; that the Marshfield Supply Co. was engaged in the business of introducing and delivering for introduction into interstate commerce quantities of canned tomatoes which had been supplied by the defendant; and that the guaranty given by the defendant was false since the tomatoes guaranteed to be not adulterated were in fact adulterated, as stated below.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in part of a filthy substance by reason of the presence of maggots, fly eggs, and insect parts; and, Section 402 (a) (4), it had been prepared and packed under insanitary conditions whereby it may have become contaminated with filth.

DISPOSITION: June 15, 1949. A plea of not guilty having been entered, the matter was tried before the jury. The defendant was found guilty and fined \$300, together with costs.