one pear which is seriously damaged by 
insects or affected by decay or internal 
breakdown may be permitted in any 
package.

(2) For packages which contain 10 
pounds or less, individual packages in 
any lot are not restricted as to the per- 
centage of defects or off-size: Provided, 
That not more than four times the tol-
erance specified may be permitted in 
any package for pears which are seri-
ously damaged by insects or affected 
by decay or internal breakdown except 
that at least one defective pear may be 
permitted in any package.

Basis for Calculating Percentages

§ 51.1308 Basis for calculating percent-
ages.

(a) When the numerical count is 
marked in the container or when pears 
are packed in a container to weigh 5 
pounds or less, percentages shall be 
calculated on the basis of count.

(b) When the minimum diameter or 
minimum and maximum diameters are 
marked on a container packed to weigh 
more than 5 pounds or when the pears 
are jumbled in a container packed to 
weigh more than 5 pounds, percentages 
shall be calculated on the basis of 
weight or an equivalent basis.

Condition After Storage or Transit

§ 51.1309 Condition after storage or 
transit.

Decay, scald or other deterioration 
which may have developed on pears 
after they have been in storage or tran-
sit shall be considered as affecting con-
dition and not the grade.

Standard Pack

§ 51.1310 Sizing.

(a) The numerical count, or the min-
imum size of the pears packed in closed 
containers shall be indicated on the 
package. The number of pears in the 
box shall not vary more than 3 from 
the number indicated on the box.

(b) When the numerical count is 
marked on western standard pear boxes 
the pears shall not vary more than 
three-eighths inch in their transverse 
diameter for counts 120 or less; one-
fourth inch for counts 135 to 180, inclu-
sive; and three-sixteenths inch for 
counts 193 or more.

(c) When the numerical count is 
marked on western standard half boxes 
or special half boxes packed three tiers 
deep, the pears shall not vary more 
than three-eighths inch for counts 75 or 
less; one-fourth inch for counts 80 to 
110, inclusive; and three-sixteenths 
inches for counts 115 or more.

(d) When the numerical count is 
marked on western standard half boxes 
or special half boxes packed two tiers 
deep, the pears shall not vary more 
than three-eighths inch for counts 50 or 
less; one-fourth inch for counts 55 to 70, 
inclusive; and three-sixteenths inch for 
counts 80 or more.

(e) When the numerical count is 
not shown, the minimum size shall be 
plainly stamped, stenciled or otherwise 
marked on the container in terms of 
whole inches, whole and half inches, 
whole and quarter inches, or whole and 
eight inches, as 2 1/2 inches minimum, 
2 1/4 inches minimum, or 2 1/8 inches min-
uminum, in accordance with the facts. It 
is suggested that both minimum and 
maximum sizes be marked on the con-
tainer, as 2 1/4 to 2 3/4 inches, 2 1/2 to 2 3/4 
inches, as such marking is especially 
desirable for pears marketed in the ex-
port trade.

(f) “Size” means the greatest trans-
verse diameter of the pear taken at 
right angles to a line running from the 
stem to the blossom end.

§ 51.1311 Packing.

(a) Each package shall be packed so 
that the pears in the shown face shall 
be reasonably representative in size 
and quality of the contents of the 
package.

(b) Pears packed in any container 
shall be tightly packed. All packages 
shall be well filled but the contents 
shall not show excessive or unneces-
sary bruising because of overfilled 
packages.

(c) Pears packed in boxes shall be ar-
ranged in containers according to the 
approved and recognized methods with 
the pears packed lengthwise. A bridge 
shall not be allowed in any standard 
pack. When wrapped, each pear shall be 
fairly well enclosed by its individual 
wrapper.
§ 51.1312 Tolerances for standard pack.

(a) In order to allow for variations incident to proper sizing, not more than 5 percent of the pears in any lot may fail to meet the size requirements: Provided, That when the maximum and minimum sizes are both stated, an additional 10 percent tolerance shall be allowed for pears which are larger than the maximum size stated.

(b) In order to allow for variations incident to proper packing, not more than 10 percent of the containers in any lot may fail to meet these requirements but no part of this tolerance shall be allowed for bridge packs, or for packs with different sizes and arrangements such as layers of 185 size and arrangement, and layers of 180 size and arrangement packed in the same box.

DEFINITIONS

§ 51.1313 Mature.

(a) Mature means that the pear has reached the stage of maturity which will insure the proper completion of the ripening process.

(b) Before a mature pear becomes overripe it will show varying degrees of firmness depending upon the stage of the ripening process. Therefore, a statement of firmness should be given in order to indicate the stage of the ripening process. A description of the ground color should also be given.

(1) The following terms should be used for describing the ground color: Green, Light Green, Yellowish Green, and Yellow.

(2) The following terms should be used for describing the firmness of pears:

(i) Hard means that the flesh of the pear is solid and does not yield appreciably even to considerable pressure.

(ii) Firm means that the flesh of the pear is fairly solid but yields somewhat to moderate pressure.

(iii) Firm ripe means that the flesh of the pear yields readily to moderate pressure.

(iv) Ripe means that the pear is at the stage where it is in its most desirable condition for eating.

§ 51.1314 Overripe.

Overripe means dead ripe, very mealy or soft, past commercial utility.

§ 51.1315 Carefully hand-picked.

Carefully hand-picked means that the pears do not show evidence of rough handling or of having been on the ground.

§ 51.1316 Clean.

Clean means free from excessive dirt, dust, spray residue or other foreign material.

§ 51.1317 Well formed.

Well formed means having the shape characteristic of the variety. Slight irregularities of shape from type which do not appreciably detract from the general appearance of the fruit shall be considered well formed.

§ 51.1318 Black end.

Black end is evidenced by an abnormally deep green color around the calyx, or black spots usually occurring on the one-third of the surface nearest to the calyx, or by an abnormally shallow calyx cavity.

§ 51.1319 Injury.

Injury means any blemish or defect, that more than slightly affects the appearance, or the edible or shipping quality. The following shall be considered as injury:

(a) Russeting which exceeds the following shall be considered as injury:

(1) On all varieties any excessively rough russeting (russeting which shows "frogging" or slight cracking).

(2) On Comice, and on Anjou and other smooth-skinned varieties, slightly rough russeting, or thick russeting, such as is characteristic of frost injury, when the aggregate area exceeds one-half inch in diameter.2

(3) On Anjou and other smooth-skinned varieties, smooth solid russeting when the aggregate area exceeds one-half inch in diameter and smooth net-like russeting when the aggregate area exceeds 15 percent of the surface, and on Comice, smooth solid...