

ALLEGED SHIPMENT: On or about June 8, 17, and 23, 1948, by Campbell Produce, from Benkelman, Nebr.; by Klein Produce, from Goodland, Kans.; by Carl Schulte, from Happy, Tex.; and by G. J. Mussellman, from Wheatland, Wyo.

PRODUCT: Cream. 4 10-gallon cans and 1 5-gallon can at Denver, Colo.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy, decomposed, and putrid animal substance by reason of the presence of nondescript dirt, fly eggs, feather barbules, beetle parts, larvae, a fly, rodent hairs, clumps of hair, a mouse, skin with hairs attached, maggots, mites, and unidentified hairs.

DISPOSITION: July 12 and 19 and August 3, 1948. Default decrees of condemnation and destruction.

13274. Adulteration and misbranding of oleomargarine. U. S. v. Kent Products, Inc. Plea of nolo contendere. Fine, \$200 and costs. (F. D. C. No. 24542. Sample No. 20903-K.)

INFORMATION FILED: April 19, 1948, Western District of Missouri, against Kent Products, Inc., a corporation, Kansas City, Mo.

ALLEGED SHIPMENT: On or about August 29, 1947, from the State of Missouri into the State of Kansas.

LABEL, IN PART: "Richmade Brand Vegetable Oleomargarine One Pound Net."

NATURE OF CHARGE: Adulteration, Section 402 (b) (2), a product containing less than 80 percent by weight of fat had been substituted for oleomargarine.

Misbranding, Section 403 (g) (1), the product failed to conform to the definition and standard of identity for oleomargarine, since it contained less than 80 percent of fat.

DISPOSITION: May 19, 1948. A plea of nolo contendere having been entered on behalf of the defendant, the court imposed a fine of \$100 on each of the 2 counts, plus costs.

FEEDS AND GRAINS

13275. Action to enjoin and restrain the interstate shipment of animal feed. U. S. v. Berend J. Burns (Burns Grain Co.) and Edward M. Senftle (Buffalo Feed Processing Co. and Buffalo Feed Processing Co., Inc.). Consent decree granting injunction. (Inj. No. 170.)

COMPLAINT FILED: May 1, 1947, Western District of New York, against Berend J. Burns, trading as the Burns Grain Co., and Edward M. Senftle, trading as the Buffalo Feed Processing Co. and Buffalo Feed Processing Co., Inc., Buffalo, N. Y.

NATURE OF CHARGE: Since July 1, 1945, Berend J. Burns, trading as the Burns Grain Co., had been engaged in the purchase, manipulation, sale, and interstate shipment of animal feed, and Edward M. Senftle, trading as the Buffalo Feed Processing Co. and Buffalo Feed Processing Co., Inc., had been operating a plant and factory for the milling, manufacturing, labeling, and interstate shipment of animal feed and financing such activities; that in the year 1945, the defendants shipped to Chestertown, Md., and Cincinnati, Ohio, quantities of feed labeled in part "Guaranteed Analyses Protein 20-22%, Fat 4½-5½%"; that the product so labeled contained less than 20 percent of protein and less than 4½ percent of fat; that in the year 1946, the defendants shipped various lots of feed to Hampstead and Chestertown, Md., Charles Town, W. Va., and Johnstown, Pa., under certificates of analyses indicating that the product contained a certain percentage of protein, but the analyses showed that the protein content was substantially less than represented in the respective certificates; that some of the aforesaid shipments were made in the name of Edward M. Senftle, and others were made in the name of the Burns Grain Co.; and that the feed so shipped was misbranded as follows: Section 403 (a), the statements on the tags and in the certificates of analyses regarding the products were false and misleading since the products contained less protein and in some instances less fat than so represented.

PRAYER OF COMPLAINT: That the defendants be enjoined from the interstate shipment of misbranded food products.

DISPOSITION: May 7, 1947. The defendants having consented to the entry of a decree, an order was entered permanently enjoining the defendants from

shipping in interstate commerce any food products manufactured or stored by them or under their control, which were in violation of the Federal Food, Drug, and Cosmetic Act.

13276. Misbranding of alfalfa meal. U. S. v. AAA Alfalfa Milling Co. Plea of guilty. Fine, \$200. (F. D. C. No. 23580. Sample No. 72333-H.)

INFORMATION FILED: January 28, 1948, against the AAA Alfalfa Milling Co., a partnership, Plainview, Tex.

ALLEGED SHIPMENT: On or about September 9, 1946, from the State of Texas into the State of Kansas.

LABEL, IN PART: (Tags attached to bags) "17% Dehydrated Alfalfa Meal."

NATURE OF CHARGE: Misbranding, Section 403 (a), the statements "17% Dehydrated Alfalfa Meal" and "Protein 17%" borne on the tags were false and misleading, since the product contained less than 17 percent of protein.

DISPOSITION: May 24, 1948. A plea of guilty having been entered on behalf of the defendant, the court imposed a fine of \$200.

13277. Misbranding of egg mash and growing mash. U. S. v. Lester E. Shamblen (Shamblen Milling Co.). Plea of nolo contendere. Fine, \$75 and costs. (F. D. C. No. 20182. Sample Nos. 32751-H to 32753-H, incl.)

INFORMATION FILED: September 30, 1946, District of Nebraska, against Lester E. Shamblen, trading as the Shamblen Milling Co., Omaha, Nebr.

ALLEGED SHIPMENT: On or about September 27 and October 6, 1945, from the State of Nebraska into the State of Maryland.

LABEL, IN PART: (Tags) "Pro-Min Egg Mash," or "Pro-Min Growing Mash."

NATURE OF CHARGE: Misbranding, Section 403 (a), the following statements on the labels were false and misleading, since the products each contained a smaller amount of protein than declared: (One lot of egg mash) "Guaranteed Analysis Protein, Not less than 20.0%," (other lot of egg mash) "18% Egg Mash Guaranteed Analysis: Minimum Crude Protein 18%," and (growing mash) "Guaranteed Analysis Protein 16.2%." Section 403 (i) (2), the products were fabricated from 2 or more ingredients and the labels failed to bear the common or usual name of each such ingredient, since one lot of the egg mash contained undeclared broken and shriveled grains of wheat, weed seeds, and weed seed coats, and the other lot of the egg mash and the growing mash contained undeclared cocoa shell meal and grain sorghum meal.

DISPOSITION: October 14, 1947. A plea of nolo contendere having been entered by the defendant, the court imposed a fine of \$25 on each of 3 counts, a total fine of \$75, plus costs.

FISH AND SHELLFISH

13278. Adulteration of Saliniase Bagong fish. U. S. v. Modern Food Products Co. and Wesley K. Oyama. Pleas of nolo contendere. Fines, company \$100 and individual defendant \$1. (F. D. C. No. 23624. Sample No. 75730-H.)

INFORMATION FILED: November 28, 1947, Northern District of California, against the Modern Food Products Co., a partnership, San Francisco, Calif., and Wesley K. Oyama, a partner.

ALLEGED SHIPMENT: On or about May 13, 1947, from the State of California into the Territory of Hawaii.

LABEL, IN PART: "Estancia Brand Saliniase Bagong Fish, Salt, Vinegar, Flour, Water and Color."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in part of a decomposed substance by reason of the presence of decomposed fish.

DISPOSITION: June 21, 1948. A plea of nolo contendere having been entered, the company was fined \$100 and the individual defendant was fined \$1.

13279. Adulteration of frozen ciscoes. U. S. v. 1 Box * * *. (F. D. C. No. 22562. Sample No. 73113-H.)

LIBEL FILED: February 27, 1947, Northern District of Ohio.

ALLEGED SHIPMENT: On or about February 6, 1946, by J. Kozloff, from Detroit, Mich.