

PRODUCT: 19 400-pound barrels, 11 half barrels, and 19 100-pound drums of condensed buttermilk at Clinton, Ill.

LABEL, IN PART: "Blue Ribbon Special * * * Crude Protein Not Less Than 7.5 Percent," or "Blue Ribbon Special Condensed Buttermilk * * * Protein 10%."

NATURE OF CHARGE: Misbranding, Section 403 (a), the label statements "Crude Protein not Less Than 7.5 Percent" and "Protein 10 Percent" borne on various portions of the article were false and misleading as applied to the article, which contained less than the stated amounts of protein.

DISPOSITION: June 3, 1946. The DeWitt County Cooperative Grain Co., DeWitt, Ill., claimant, having consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond for relabeling under the supervision of the Federal Security Agency.

11191. Adulteration of rennet paste. U. S. v. 8 Drums * * *. (F. D. C. No. 19778. Sample No. 15335-H.)

LABEL FILED: May 2, 1945, Northern District of Illinois.

ALLEGED SHIPMENT: On or about March 12, 1946, by International Expeditors, Inc., from New York, N. Y.

PRODUCT: 8 100-kilogram drums of rennet paste at Chicago, Ill.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a filthy substance by reason of the presence of rodent hair fragments, goat hair fragments, and insect fragments.

DISPOSITION: May 23, 1947. J. Spohr, as Industria Chimica Lugano, Lugano, Switzerland, and the Western Food Corp., Chicago, Ill., having appeared as claimants and consented to the entry of a decree, judgment of condemnation was entered and the product was ordered released under bond, conditioned that it be brought into compliance with the law by exportation to Switzerland, under the supervision of the Food and Drug Administration.

11192. Adulteration of rennet paste. U. S. v. 3 Drums * * *. (F. D. C. No. 19857. Sample No. 53121-H.)

LABEL FILED: May 10, 1946, Southern District of Ohio.

ALLEGED SHIPMENT: On or about February 28, 1946, by the Cudahy Packing Co., New York, N. Y.

PRODUCT: 3 300-pound drums of rennet paste at Washington Court House, Ohio.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in whole or in part of a filthy substance by reason of the presence of insect parts and rodent hair fragments.

DISPOSITION: June 19, 1946. No claimant having appeared, judgment was entered ordering the product destroyed.

EGGS

11193. Adulteration of shell eggs. U. S. v. Goodrich & Shackelford, Inc. Plea of nolo contendere. Fine, \$75. (F. D. C. No. 20123. Sample Nos. 7302-H, 9378-H, 23322-H.)

INFORMATION FILED: July 24, 1946, District of Minnesota, against Goodrich & Shackelford, Inc., a corporation, Le Roy, Minn.

ALLEGED SHIPMENT: On or about July 5, 10, and 16, 1945, from the State of Minnesota into the States of New Jersey, New York, and Missouri.

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the article consisted in part of a putrid and decomposed substance by reason of the presence of putrid and moldy eggs.

DISPOSITION: November 4, 1946. A plea of nolo contendere having been entered on behalf of the defendant, the court imposed a fine of \$25 on each count, a total fine of \$75.

11194. Adulteration of frozen whole eggs. U. S. v. Tyson Produce and Eugene S. Tyson, Jr. Pleas of nolo contendere. Fines, \$30 against each defendant. (F. D. C. No. 20188. Sample Nos. 7865-H, 7866-H.)

INFORMATION FILED: October 7, 1946, Northern District of Iowa, against Tyson Produce, a partnership, Sioux City, Iowa, and Eugene S. Tyson, Jr., a partner.

ALLEGED SHIPMENT: On or about August 8 and 22, 1945, from the State of Iowa into the States of New York and New Jersey.

LABEL, IN PART: "Whole Frozen Eggs Packed by Tyson Produce Co., Sioux City, Iowa."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the article consisted in whole or in part of a decomposed substance by reason of the presence of decomposed eggs.

DISPOSITION: On November 1, 1946, a plea of nolo contendere was entered on behalf of the partnership, and on March 11, 1947, a plea of nolo contendere was entered by the individual defendant. Each defendant was fined \$30.

11195. Adulteration of frozen whole eggs. U. S. v. Wilson Poultry & Egg Co. and Samuel J. Wilson. Pleas of guilty. Fines, \$375 against each defendant. (F. D. C. No. 20154. Sample No. 7090-H.)

INFORMATION FILED: August 9, 1946, Southern District of Ohio, against the Wilson Poultry & Egg Co., a partnership, Cincinnati, Ohio, and Samuel J. Wilson, a partner.

ALLEGED SHIPMENT: On or about June 5, 1945, from the State of Ohio into the State of New York.

LABEL, IN PART: "Frozen Whole Eggs Mitchell Produce Co. Mitchell, S. D."

NATURE OF CHARGE: Adulteration, Section 402 (a) (3), the product consisted in part of putrid and decomposed eggs.

DISPOSITION: October 1, 1946. Pleas of guilty having been entered on behalf of both defendants, the court imposed a fine of \$375 against each, a total fine of \$750.

11196. Adulteration of whole eggs. U. S. v. Selby Poultry & Egg Co. and Hu A. Selby. Pleas of guilty. Fines, \$50 and costs against each defendant. (F. D. C. No. 20152. Sample No. 7782-H.)

INFORMATION FILED: September 9, 1946, Southern District of Iowa, against the Selby Poultry & Egg Co., a partnership, Burlington, Iowa, and Hu A. Selby, a partner.

ALLEGED SHIPMENT: On or about June 16, 1945, from the State of Iowa into the State New York.

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

DISPOSITION: October 29, 1946. Pleas of guilty having been entered on behalf of both defendants, the court imposed a fine of \$50 and costs against each defendant.

FEEDS AND GRAINS

11197. Adulteration and misbranding of feed. U. S. v. Giessing Flour Mills, Melvin P. Giessing, and Vernon K. Giessing. Pleas of nolo contendere. Each defendant fined \$900. (F. D. C. No. 20165. Sample Nos. 21883-H, 24003-H.)

INFORMATION FILED: September 3, 1946, Eastern District of Missouri, against Giessing Flour Mills, a partnership, Farmington, Mo., and Melvin P. Giessing and Vernon K. Giessing, partners.

ALLEGED SHIPMENT: On or about April 13 and June 24, 1945, from the State of Missouri into the States of Tennessee and Alabama.

LABEL, IN PART: "Soft Wheat Grey Shorts And Screenings," or "1st Prize Shorts (Mixed)."

NATURE OF CHARGE: Portion of product. Adulteration, Section 402 (b) (4), rice hulls had been mixed with the product so as to reduce its quality and strength. Misbranding, Section 403 (a), the label statement "Crude Protein, not less than 15.11%" was false and misleading since the product contained less than 15.11 percent of crude protein; and, Section 403 (i) (2), the label failed to bear the common or usual name of each ingredient since the label failed to declare the presence of rice hulls.

Remainder of product. Misbranding, Section 403 (a), the label statement "Crude Protein, not less than 16%" was false and misleading since the product contained less than 16 percent of crude protein.

DISPOSITION: October 22, 1946. Pleas of nolo contendere having been entered. each defendant was fined \$900, a total fine of \$2,700.