

**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. Musselman, 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