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.