

**13609. Adulteration and misbranding of soybean oil meal and cake. U. S. v. Cotton Products Co., Inc. (Opelousas Oil Mill). Plea of nolo contendere. Fine, \$500. (F. D. C. No. 24533. Sample Nos. 76507-H to 76509-H, incl. 76512-H.)**

**INFORMATION FILED:** May 10, 1948, Western District of Louisiana, against the Cotton Products Co., Inc., trading as Opelousas Oil Mill at Opelousas, La.

**ALLEGED SHIPMENT:** On or about May 9, 10, 12, and 14, 1947, from the State of Louisiana into the State of Texas.

**LABEL, IN PART:** "Soy Bean Oil Cracked Cake" and "Soy Bean Oil Meal."

**NATURE OF CHARGE:** Adulteration, Section 402 (b) (2), calcium carbonate had been substituted in part for "Soy Bean Oil Cracked Cake" and "Soy Bean Oil Meal."

Misbranding, Section 403 (a), the label statements "Soy Bean Oil Cracked Cake" and "Soy Bean Oil Meal" were false and misleading since they represented and suggested that the articles consisted of soybean oil cracked cake and soybean oil meal, respectively, whereas the articles consisted of a mixture of soybean oil cracked cake or soy bean oil meal and calcium carbonate.

**DISPOSITION:** May 31, 1948. A plea of nolo contendere having been entered, the court imposed a fine of \$500.

**13610. Misbranding of cottonseed meal. U. S. v. Cen-Tex Cooperative Oil Mill. Plea of guilty. Fine, \$750. (F. D. C. No. 24517. Sample No. 21521-K.)**

**INFORMATION FILED:** April 22, 1948, Western District of Texas, against Cen-Tex Cooperative Oil Mill, a corporation, Thorndale, Tex.

**ALLEGED SHIPMENT:** On or about August 9, 1947, from the State of Texas into the State of Oklahoma.

**LABEL, IN PART:** "Guaranteed Analysis Equity Brand Cottonseed Cake & Meal Protein not less than 41% \* \* \* Manufactured for Feeders Supply and Mfg. Co. \* \* \* Kansas City, Mo."

**NATURE OF CHARGE:** Misbranding, Section 403 (a), the label statement "Protein not less than 41%" was false and misleading since the product contained less than 41 percent of protein.

**DISPOSITION:** November 10, 1948. A plea of guilty having been entered, the defendant was fined \$750.

**13611. Misbranding of cottonseed screenings. U. S. v. Southern Cotton Oil Co. Plea of nolo contendere. Fine, \$250. (F. D. C. No. 24528. Sample No. 38027-K.)**

**INFORMATION FILED:** September 24, 1948, Western District of Tennessee, against the Southern Cotton Oil Co., a corporation, Memphis, Tenn.

**ALLEGED SHIPMENT:** On or about September 22, 1947, from the State of Tennessee into the State of Kansas.

**LABEL, IN PART:** "Gold Seal Brand 41 Per Cent Protein Cotton Seed Meal."

**NATURE OF CHARGE:** Misbranding, Section 403 (a), the label statement "Crude Protein, not less than ..... 41.00 Per Cent" was false and misleading since the article contained less than 41 percent of crude protein.

**DISPOSITION:** October 29, 1948. A plea of nolo contendere having been entered, the court imposed a fine of \$250.

**13612. Misbranding of oyster shell. U. S. v. Mayo Shell Corp. Plea of guilty. Fine, \$1,500; \$1,000 of fine suspended and defendant placed on probation for 3 years. (F. D. C. No. 24569. Sample Nos. 86134-H, 86136-H, 86138-H.)**

**INFORMATION FILED:** May 24, 1948, Southern District of Texas, against the Mayo Shell Corp., Houston, Tex.

**ALLEGED SHIPMENT:** On or about April 16 and May 1 and 22, 1947, from the State of Texas into the State of Kansas.

**LABEL, IN PART:** "Mayo's Snowflake Pure Reef Oyster Shell \* \* \* Guaranteed Analysis Calcium Carbonate (Ca CO<sub>3</sub>) not less than 97.00%."

**NATURE OF CHARGE:** Misbranding, Section 403 (a), the label statement "Calcium Carbonate (Ca CO<sub>3</sub>) not less than 97.00%" was false and misleading since the product contained less than 97 percent of calcium carbonate.