

On July 18, 1922, H. H. Cook, San Francisco, Calif., claimant, having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$1,100, in conformity with section 10 of the act, conditioned in part that it be made to conform with the provisions of the said act, under the supervision of this department.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

**10984. Adulteration and misbranding of flour. U. S. v. 3,000 Sacks and 2,200 Sacks of Flour. Consent decrees of condemnation and forfeiture. Product released under bond.** (F. & D. Nos. 16617, 16641. I. S. Nos. 8052-v, 8054-v. S. Nos. W-1154, W-1159.)

On July 11 and 18, 1922, respectively, the United States attorney for the Northern District of California, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels for the seizure and condemnation of 5,200 sacks of flour, consigned by the Seattle Flour Mills, Seattle, Wash., remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped from Seattle, Wash., in part on or about June 28, 1922, and in part July 17, 1922, and transported from the State of Washington into the State of California, and charging adulteration and misbranding in violation of the Food and Drugs Act, as amended. The article was labeled in part: "Seattle Flour Mills White Sponge \* \* \* Seattle, Wash. U. S. A. Flour Bleached 98 Lbs. Best Bakers."

Adulteration was alleged in the libel with respect to a portion of the article for the reason that water had been mixed and packed with and substituted wholly or in part for the said article.

Misbranding was alleged in substance with respect to both consignments of the article for the reason that the statement appearing on the labels of the sacks containing the said article, to wit, "98 Lbs." or "98 Lbs. Net When Packed," as the case might be, was false and misleading and deceived and misled the purchaser. Misbranding was alleged for the further reason that the article was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On July 13 and 19, 1922, respectively, the Seattle Flour Mills, Seattle, Wash., having entered appearances as claimant for the property through its agent, A. Hillebrandt, and having consented to the entry of decrees, judgments of condemnation and forfeiture were entered, and it was ordered by the court that the product be released to said claimant upon payment of the costs of the proceedings and the execution of bonds in the aggregate sum of \$21,300, in conformity with section 10 of the act, conditioned in part that the said product be made to conform with the said act, under the supervision of this department.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

**10985. Misbranding of flour. U. S. v. 1,660 Sacks of Flour. Consent decree of condemnation and forfeiture. Product released under bond.** (F. & D. No. 16640. I. S. No. 8053-v. S. No. W-1157.)

On July 17, 1922, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel for the seizure and condemnation of 1,660 sacks of flour, remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped by the Rose Flour Mills, from Portland, Oreg., July 6, 1922, and transported from the State of Oregon into the State of California, and charging misbranding in violation of the Food and Drugs Act, as amended. The article was labeled in part: (Sacks) "Allen's Bakers Flour Manufactured For Allen Flour Company San Francisco Los Angeles, Cal. Bleached Net Weight 98 Lbs. When Packed."

Misbranding of the article was alleged in substance in the libel for the reason that the statement appearing in the labels of the sacks containing the said article, "98 Lbs.," was false and misleading and deceived and misled the purchaser. Misbranding was alleged for the further reason that the article was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On July 25, 1922, the Allen Flour Co., San Francisco, Calif., claimant, having consented to a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a