

and condemnation of 222 sacks of oats, remaining in the original unbroken packages at Johnson City, Tenn., alleging that the article had been shipped by Callahan & Sons, Louisville, Ky., April 12, 1924, and transported from the State of Kentucky into the State of Tennessee, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: (Sack) "Callahan's Electric White Oats Farmers Exchange, Johnson City, Tenn."

Adulteration of the article was alleged in substance in the libel for the reason that rye and other grains had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted wholly or in part for the said article.

Misbranding was alleged for the reason that the article was offered for sale under the distinctive name of another article, namely, oats, whereas, in truth and in fact, it was not oats but was an admixture of oats, rye, and other grains.

On May 13, 1924, Callahan & Sons, Louisville, Ky., having appeared as claimant for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be sold by the United States marshal, said order containing the proviso that the product might be released to the claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$1,200, in conformity with section 10 of the act, conditioned in part that it be relabeled "Oats and Other Grains."

HOWARD M. GORE, *Acting Secretary of Agriculture.*

12291. Misbranding of butter. U. S. v. 147 Pounds of Butter. Default decree of condemnation, forfeiture, and sale. (F. & D. No. 17721. I. S. No. 6928-v. S. No. C-4096.)

On August 15, 1923, the United States attorney for the Northern District of Texas, acting upon a report by the Secretary of Agriculture, filed in the district court of the United States for said district a libel praying the seizure and condemnation of 147 pounds of butter, remaining in the original packages at Wichita Falls, Tex., alleging that the article had been shipped by the Sunshine Creamery, from Gage, Okla., on or about August 1, 1923, and transported from the State of Oklahoma into the State of Texas, and charging misbranding in violation of the food and drugs act, as amended. The article was labeled in part: (Print) "Sunshine Butter Sunshine Creamery Gage, Oklahoma * * * One Pound Net Weight."

Misbranding of the article was alleged in the libel for the reason that the statement, "One Pound Net Weight," appearing on the prints, was false and misleading and deceived and misled purchasers, and for the further reason that it was [food] in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages.

On November 27, 1923, no claimant having appeared for the property, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be sold by the United States marshal.

HOWARD M. GORE, *Acting Secretary of Agriculture.*

12292. Misbranding of butter. U. S. v. 90 Pounds of Butter. Default decree of condemnation, forfeiture, and sale. (F. & D. No. 17719. I. S. No. 6924-v. S. No. C-4094.)

On August 15, 1923, the United States attorney for the Northern District of Texas, acting upon a report by the Secretary of Agriculture, filed in the district court of the United States for said district a libel praying the seizure and condemnation of 90 pounds of butter remaining in the original packages at Wichita Falls, Tex., alleging that the article had been shipped by the Woodward Creamery Co. [Woodward Dairy Products Co.], Woodward, Okla., on or about August 1, 1923, and transported from the State of Oklahoma into the State of Texas, and charging misbranding in violation of the food and drugs act as amended. The article was labeled in part: (Print) "Sweet Clover Creamery Butter Made By Woodward Dairy Products Co., Woodward, Okla. * * * One Pound Net."

Misbranding of the article was alleged in the libel for the reason that the statement appearing on the said prints, "One Pound Net," was false and misleading and deceived and misled the purchaser, and for the further reason that it was [food] in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.