

The article was labeled in part: (Sacks) "Richardton Milling Company Incorporated Never Fails Fancy Flour \* \* \* Bleached 98 Lbs."

Misbranding of the article was alleged in substance in the libel for the reason that the statement appearing on the labels of the sacks containing the 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 14, 1922, the J. A. Campbell Co., Seattle, Wash., claimant, having admitted the allegations of the libel, 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 good and sufficient bond, in conformity with section 10 of the act.

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

**10980. Adulteration of flour. U. S. v. 610 Sacks of Flour. Consent decree of condemnation and forfeiture. Product released under bond.** (F. & D. No. 16278. I. S. No. 10865-t. S. No. W-1079.)

On or about May 5, 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 610 sacks of flour, remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped by the Waco [Wasco] Warehouse & Milling Co., from The Dalles, Oreg., April 20, 1922, and transported from the State of Oregon into the State of California, and charging adulteration in violation of the Food and Drugs Act. The article was labeled in part: (Sacks) "Liberty Patent Flour C. A. Hutton Flour Co., Inc. Distributors San Francisco, Cal. Bleached 98 Lbs. When Packed."

Adulteration of the article was alleged in the libel for the reason that water had been mixed and packed therewith so as to reduce, lower, and injuriously affect its quality and strength and had been substituted in part for the said article.

On May 26, 1922, Harold P. Hutton, 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 cost of the proceedings and the execution of a bond in the sum of \$1,800, 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.*

**10981. Adulteration and misbranding of flour. U. S. v. 510 Sacks of Flour. Consent decree of condemnation and forfeiture. Product released under bond.** (F. & D. No. 16279. I. S. No. 10862-t. S. No. W-1078.)

On May 4, 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, and on May 11, 1922, an amended libel, praying the seizure and condemnation of 510 sacks of flour, remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped by Houser & Son, from Pomeroy, Wash., April 18, 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. The article was labeled in part: (Sacks) "The Master Baker Manufactured By Houser & Son Pomeroy, Wash. \* \* \* Bakers Flour."

Adulteration of the article was alleged in the libel for the reason that water had been mixed and packed therewith so as to reduce, lower, and injuriously affect its quality and strength and had been substituted in part for the said article.

Misbranding was alleged for the reason that the statement appearing on the labels of the sacks containing the article, "Bakers Flour," was false and misleading and deceived and misled the purchaser.

On June 2, 1922, W. J. Houser and Bertha Houser, copartners, trading as Houser & Son, San Francisco, Calif., claimants, 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 claimants upon