

4546. Adulteration and misbranding of oats. U. S. * * * v. 74, 32, 17, and 13 Sacks of Oats. Consent decrees of condemnation and forfeiture. Product ordered released on bond. (F. & D. Nos. 6764, 6765, 6766, 6767. I. S. Nos. 2319-k, 2320-k, 2321-k, 2322-k. S. No. E-368.)

On July 30, 1915, the United States attorney for the Southern District of Florida, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district libels for the seizure and condemnation of 74, 32, 17, and 13 sacks of oats, remaining unsold in the original unbroken packages at Key West, Fla., alleging that the article had been shipped about June 11, 1915, and transported from the State of Alabama into the State of Florida, and charging adulteration and misbranding in violation of the Food and Drugs Act. The sacks were labeled: "115 Lbs. White Oats," "Net Weight 115 White Oats," or "115 lbs. White Oats."

Adulteration of the oats in the 74 and 32 sacks was alleged in two of the libels for the reason that another substance, to wit, barley, had been substituted in part for the said white oats, and had been mixed and packed with them so as to reduce, lower, and injuriously affect the quality and strength thereof.

Misbranding was alleged for the reason that the statement "115 Lbs. White Oats" or "Net Weight 115 White Oats" was a false and misleading statement as to the ingredients and substances contained in the sacks in that they contained, to wit, [oats and] barley; and as to the number of pounds of oats contained in said sacks, in that said sacks contained an average of 112 pounds, or a shortage of 3 pounds per sack.

Adulteration of the oats contained in the 17 and 13 sacks was alleged in the other two libels for the reason that barley had been mixed and packed with and substituted for the article labeled and branded as "115 Lbs. White Oats."

Misbranding of these oats was alleged for the reason that the sacks were 3 pounds short weight per sack.

On August 26, 1915, J. Zimmer's Co., Mobile, Ala., claimant, having filed answers admitting the allegations of the libels, judgments of condemnation and forfeiture were entered, and it was ordered by the court that the product should be delivered to said claimant company upon payment of all the costs of the proceedings and the execution of bond in the sum of \$400 in the aggregate, in conformity with section 10 of the act, conditioned, in part, that if the product be sold or disposed of, the branding placed on the same should accurately describe the said product.

CARL VROOMAN, *Acting Secretary of Agriculture.*