

**Editorial Notes and  
Announcements**

JAMES H. BEAL, Editor.....Scio, O.

All communications for insertion in the JOURNAL, or respecting advertising should be sent to the Editor.

The Association does not accept responsibility for the opinions of contributors. Offensive personalities must be avoided.

Under the rules of the Post Office the JOURNAL can be regularly mailed only to bona-fide paid subscribers. Subscriptions and association dues should be sent to the Treasurer, H. M. Whelpley, 2342 Albion Place, St. Louis, Mo.

Requests for back numbers, and claims for missing numbers should be sent to the Editor.

Claims for missing numbers will not be allowed if sufficient notice has not been given of change of address, and in no case if received later than sixty days from the date of issue.

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If the request is made at the time copy is submitted, authors will be furnished with not to exceed 50 reprints, without cover, of papers accepted for publication in the JOURNAL.

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**OFFICIAL NOTICE OF PUBLICATION.**

Statement of the ownership, management, circulation, etc., of the Journal of the American Pharmaceutical Association, published monthly, at Columbus, Ohio, required by the Act of Congress, Aug. 24, 1912:

- Editor—James Hartley Beal.
- Managing editor—James Hartley Beal.
- Business manager—James Hartley Beal.
- Publisher—The American Pharmaceutical Association.

Owner—The American Pharmaceutical Association.

Known bondholders, mortgagees, and other security holders, holding 1% or more of total amount of bonds, mortgages, or other securities—None.

(Signed) THE AMERICAN PHARMACEUTICAL ASSOCIATION.

Per JAMES HARTLEY BEAL.

Sworn to and subscribed before me this 2nd day of October, 1912.

HARRY A. ECKMAN,  
Notary Public.

(My commission expires Jan. 10, 1913.)

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**OFFICERS ELECT FOR 1913-1914.**

Just as this portion of the JOURNAL goes to press, a telegram from Prof. H. V. Arny, chairman of the Board of Canvassers, announces the election of the following officers of the A. Ph. A. for 1913-1914.

*President*—George M. Beringer, of New Jersey.

*First Vice-President*—Franklin M. Apple, of Pennsylvania.

*Second Vice-President*—W. S. Richardson, District of Columbia.

*Third Vice-President*—L. D. Havenhill, Kansas.

*Members of the Council*—Charles Caspari, Jr., of Maryland; Charles E. Caspari, of Missouri; John G. Godding, of Massachusetts.

All of the officers-elect are among the best known and most active members of the Association, and again the A. Ph. A. is to be congratulated upon its happy selection of those who are to direct its official activities.

The above officers-elect will be installed at the sixty-first annual convention, to be held at Nashville, Tenn., Aug. 25-30, 1913.

## A NEW N. A. R. D. PROPOSITION.

It is a day of generally prevailing low temperature when the N. A. R. D. does not discover—or if there is nothing to discover, invent—some new method of serving the retail druggist. One of its latest inventions (we do not profess to keep track of all of them) is the proposal to establish a laboratory for the examination of the preparations which are offered to the public through the retail drug trade, something that has been needed for a long time. Several attempts have been made to create such a bureau, or laboratory, as a private enterprise, but the plans have either failed of materialization, or if successful, they have usually developed into laboratories for the giving of certificates of good character to products in return for a fee, supposedly paid for a more or less complete and unbiased analysis. Neither contingency need be feared for a proposition which is fathered and mothered by the N. A. R. D.

It will be observed that the new bureau very properly proposes to serve the retail druggist by serving the public, and is intended to provide the retailer with the knowledge that will enable him to protect his customers against unmeritorious or dangerous preparations. What is proposed amounts, in fact, to the establishment of a new Council in Pharmacy and Chemistry, but one conducted from the standpoint of the retail druggist, and devoted primarily to the examination of substances which are offered through him to the general public.

We have no information as to the scope and character of the proposed bureau beyond that contained in the editorial in *Notes* of Oct. 3, but this information is sufficient to indicate that the N. A. R. D. is about to enter upon a new activity that should be capable of conferring great benefit upon the retail druggist, a feat which it will accomplish if it succeeds in separating the sheep from the goats among proprietary articles, and thus save the retailer from the shame of lending his endorsement to those which are unworthy of it.

It is quite likely that the new laboratory, like most good things, will have a far wider development than its proposers have marked out for it. In it we see the possibility of great good for the N. A. R. D., and when the proposition is put in operation that asso-

ciation can count upon the efforts of many A. Ph. A. members to help push it along.



## THE EDITOR OFFERS SOME PRIZES.

There is evidence to show that in cities where prosperous local branches of the A. Ph. A. are in operation, some, at least, of the local pharmacists are working together for the development of pharmacy along rational lines, and that the pharmacists of such cities are not only coming closer together among themselves, but also closer to the local medical profession in sympathy and harmony of action. In cities where such branches do not exist, almost the opposite conditions generally prevail, and the local pharmacists hold gloomy views as to their professional future and as to the possibility of establishing better relations with physicians.

As a practical means of stimulating the work of local branches where such are already in operation, and of encouraging their establishment in cities where they are not now in existence, the editor of the *JOURNAL* offers the following prizes:

1. Ten dollars for the most complete and practical Constitution and set of By-Laws for the government of a Local Branch.
2. Five dollars for the second best Constitution and set of By-Laws.
3. Ten dollars for the best set of Model Programs (seven or more) for the sessions of Local Branches.
4. Five dollars for the second best set of Model Programs (seven or more) for the sessions of Local Branches.

The minimum is set at seven for the reason that this is about the average number of working sessions of the branches in each year.

The conditions under which the above prizes are offered are as follows:

(a) Not less than three papers must be offered in each contest, i. e., three in the model Constitution and By-Laws contest, and three in the Model Programs contest. If less than three are offered under either head, the offer of a prize under that head will be withdrawn.

(b) Every contestant must be a member of the A. Ph. A., but need not be a member of an existing local branch.

(c) All papers submitted must be in the hands of the editor not later than Feb. 1, 1913.

(d) Each paper must be marked with a synonym, and be accompanied by a sealed envelope containing the real name and address of the contestant, the envelope to be marked externally with the same synonym as the papers submitted for the consideration of the judges.

(e) The judges will be selected by the editor, and no prize will be awarded if, in the opinion of the judges, the papers are not sufficiently meritorious to deserve a prize.

### The Pharmacist and the Law

#### ABSTRACT OF LEGAL DECISIONS.

**PAROL AGREEMENTS WITH SALESMEN.** In an action for the price of a soda fountain the buyer's order had an agreement by him to pay all setting-up expenses stricken out. The seller wrote a letter accepting the order as per copy enclosed, which copy did not have the agreement as to setting-up expenses stricken out. It was held that, as the seller had made no claim on the purchaser for setting-up expenses, there was a completed contract, notwithstanding the discrepancy. The agreement contained a declaration that there were no conditions or agreements with the seller's salesman, except those therein stated. It was held that the purchaser was not entitled to show by parol an agreement to take his old fountain as part payment. The alleged agreement was claimed to have been made with the seller's salesman. This was, therefore, an offer to prove an agreement with the salesman at variance with the terms of the contract.

*Spence Drug Co. v. American Soda Fountain Co., Georgia Court of Appeals, 75 S. E., 817.*

**MANUFACTURE OF SMOKING OPIUM.** When smoking opium has been produced, it may be smoked more than once. The residuum left after a first smoke may be heated and smoked again. This residuum is known as yen shee. If to it some additional smoking opium is added, each time it is reheated, the process of resmoking may be continued longer. It is held by the Circuit Court of

Appeals that the mere mixing of such smoking opium with the residue of opium that has been smoked and heating it is not a "manufacture of opium for smoking purposes" within the meaning of the internal revenue act of 1890, imposing a tax on smoking opium and regulating its manufacture.

*Shelley v. U. S., 198 Fed., 88.*

**SELLING LIQUOR ON PRESCRIPTION.** A druggist and a pharmacist, it is held, may be convicted of selling liquor without a license, where a large number of witnesses testify that they purchased the liquor from the druggist on prescriptions from the physician, who was not their family physician, and who made no physical examination of them, and without inquiry as to the use to be made of the whiskey; that a number of the witnesses were men of known intemperate habits; and that one of the witnesses secured one quart and two pints of whiskey on a single day on three prescriptions.

*Commonwealth v. Dudley, 46 Pa. Sup. Ct., 337.*

**SALE OF INTOXICATING LIQUORS.** The Colorado revenue act of 1902, as amended in 1911, provides that any one selling spirituous liquors shall pay an annual license tax of \$25 for each drug store. It is held that under this statute pharmacists desiring to make sales of such liquor, even for medicinal purposes on prescription, in anti-saloon territory, must procure a state license. The local option law of 1908 does not affect the statute in this respect.

*Clayton v. People, Colorado Supreme Court, 123 Pac., 662.*

**VIOLATION OF CONTRACT OF SALE OF GOODWILL.** A practicing physician and a specialist in the treatment of particular diseases employed in his specialty remedies prepared and used according to formulas of his own. The business prospered and became valuable. After selling an interest in the business to another, he sold out his remaining interest in the business. Action was subsequently brought against him and another alleged to be in collusion with him, by his successors in the business, to enjoin them from conduct destructive of the benefits and advantages flowing from the contract of sale. It was held that the contract involved in the case, limiting the right of a physician to practice a specialty, and limiting his right to sell or