

crude drugs are fixed. He exhibited a number of lists of such drugs as were to be offered at certain dates in which appeared shipments from almost every drug growing country on earth. There are numerous firms having quarters in the market place, each one specializing in certain products. Some show but one line such, for instance, as what we know as Gum Benzoin, but that name does not appear in the lists; there it is known as Gum Benjamin. Other brokers show only Asafoetida of all sorts and conditions, still others various grades of Tragacanth, while Cardamom Seeds in endless variety engage the attention of others.

The study of methods used by the natives in packing and preparing drugs for shipment from the country of their origin is a revelation to the visitor, as is likewise the very open and fair manner in which the drugs are shown to prospective buyers. No one is ever asked to bid without full knowledge of the character and condition of the article offered, so that cheap, poor quality, worthless drugs found on the market are there with malice aforethought, and not because it just happens to be a bad lot, a fact which shoppers for low prices in drugs should keep in mind.

The pamphlet containing an abstract of all the changes proposed for incorporation in the forthcoming Ninth Revision of the U. S. Pharmacopœia was presented for discussion and consideration, but owing to the lateness of the hour, it was on motion referred to Dr. Louis Saalbach to examine and bring up such portions thereof as he deems worthy of discussion at the January meeting.

B. E. PRITCHARD, Secretary.

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SAINT LOUIS BRANCH.

(December Meeting.)

The Saint Louis Branch of the American Pharmaceutical Association held a regular meeting in the Saint Louis College of Pharmacy, Friday evening, December 19, 1913. The meeting was called to order by Vice-President Schulte. The minutes of the previous meeting were adopted as read.

Under the order of new business, Mr. Wilkerson made a motion which carried, that the subject for discussion for the next meeting be the use of shorter names and synonyms for some of the U. S. P. and N. F. preparations. The program was then

taken up. Mr. Schulte presented a paper on "Windows and Window Dressing."

On motion of J. W. Mackelden, seconded by C. T. Buehler, Mr. Schulte's paper was received.

In the discussion of Mr. Schulte's paper so many good points were brought out that it was decided to make it one of the papers for the January meeting.

There being no further business, and on motion, the meeting adjourned.

JULIUS C. HOESTER, Sec'y.

The Pharmacist and the Law

ABSTRACT OF LEGAL DECISIONS.

CONDITIONAL SALE—BANKRUPTCY—PREFERENCES. A soda fountain was sold on a contract of conditional sale about five months before proceedings in bankruptcy were begun against the purchaser. The seller claimed the proceeds in the hands of the trustee. The contract of sale was never recorded as required by the law of Missouri, in which State the bankrupt resided. Three days before the proceedings were begun the bankrupt gave the seller a chattel mortgage upon the property somewhat in excess of the price in the contract, and this was duly recorded. In the interval between the contract and the mortgage the bankrupt incurred other debts in its business aggregating more than the value of the property in question. The seller claimed under the contract and the mortgage independently. It was held that the contract of sale, not being recorded, was void as to subsequent general creditors of the buyer and its trustee. As the bankrupt was hopelessly insolvent when the chattel mortgage was executed, and the claimant's representatives had reasonable ground to believe a preference was intended, and would result from the mortgage, it was held to be void as against the bankrupt's trustee. But it was held that the right of subsequent creditors to urge their objections to the contract and mortgage was defensive merely against the seller so as to invalidate a lien giving a preference on distribution on bankruptcy, and did not entitle the creditors to priority in the distribution of proceeds as against the seller. He

was entitled, on filing his claim as a general one, to participate equally with the subsequent creditors in the distribution of the bankrupt's estate.—*L. A. Becker Co. v. Gill*, 206 *Fed.*, 36.

VALIDITY OF SALE BY BANKRUPT PARTNER.

—One of the members of a partnership conducting a soda fountain business, joined in a sale of the stock and fixtures to the father-in-law of his partner, and retired from the business, which was continued by his former partner alone, but in the firm name. On a petition by his trustee to have the sale set aside it was held that the fact that the partner who continued to carry on the business thereafter contracted indebtedness on the strength of his possession of the property afforded no ground for an attack by the bankrupt or his trustee on the validity of the sale.—*In re Young*, 206 *Fed.*, 187.

SALE OF STOCK—SELLER'S REMEDIES—RIGHT

TO RETAIN ADVANCE PAYMENT.—In an action

to recover back the advance payment made on the purchase of a stock of drugs, it appeared that the plaintiff contracted to purchase the defendant's stock, paying \$2,500 in cash, and agreeing to pay the balance on delivery of the bill of sale when the statute relating to sales in bulk had been complied with, which would require at least five days. The plaintiff took possession and retained it for 24 hours. He then claimed that he had been induced to purchase by fraudulent representations, and demanded that the defendant take back the stock and repay the cash already paid. The defendant took charge of the store and continued to operate it in all respects as though no sale had been made or contemplated, selling a large proportion of the stock and purchasing new goods. It was held that the sale was entirely executory at the time the plaintiff repudiated it, and the defendant, having again taken possession before title passed, could not enforce specific performance. His only remedy was an action for damages for breach of the contract to purchase. The seller would only be entitled to retain the advance payment as damages for the purchaser's breach of contract. That would ordinarily be the difference between the market value of the stock at the time of the sale and the contract price. But the defendant did not counterclaim for damages. All he asked was a dismissal of the case with costs. As he did not deny that he was placed in the identical position in which he was before the plaintiff took possession, his dam-

ages were only nominal. His action in re-taking the goods and exercising acts of ownership over them constituted a waiver of his right to either sue upon the contract or bring an equitable action to enforce it. The plaintiff was held entitled to recover the advance payment made.—*McCrea v. Ford*, *Colorado Court of Appeals*, 135 *Pac.*, 465.

SCOPE OF EMPLOYMENT—UNLICENSED CLERK

—A master is not liable for every wrong which the servant commits while in the performance of his contract of employment. His responsibility only attaches when the servant is acting within the real or apparent scope of his employment and in line with his duties. Suit was brought against the proprietors of a drug store for injuries to the plaintiff due to the alleged negligence of an unlicensed clerk in putting pure trikresol on the plaintiff's arm, which was thought to be blood poisoned. The complaint alleged that after a physician who was in the store at the time had requested the clerk to prepare a 1 percent solution of trikresol for use on the plaintiff's arm, the physician left the pharmacy, and the clerk negligently, and because of his incompetency in undertaking to fill the prescription, prepared for and gave to the plaintiff a quantity of pure and unadulterated trikresol, which caused the injury complained of. It was held that the substantive act alleged was the supplying of a dangerous solution of medicine, when a harmless or beneficial one had been prescribed, and that this constituted negligence within the scope of the clerk's employment, for the result of which the master was liable. It was also held that the sale of the trikresol by the unregistered clerk was conclusive evidence of negligence under the Oregon Statute L. O. L. 4750, declaring that it shall be unlawful for any person to sell any drug, medicine, or chemical, or to dispense or compound any prescription of a medical practitioner, unless such person be a registered pharmacist, or a registered assistant pharmacist. Judgment for the plaintiff was affirmed.—*Goodwin v. Rowe*, *Oregon Supreme Court*, 135 *Pac.*, 171.

RECORDING SALE OF POISONS—CONSTRUCTION OF STATUTE.—The Delaware statute, 24

Del. Laws, c. 140, 14, provides that before delivering to a customer strychnine, arsenic or corrosive sublimate or any poisonous compound, combination, or preparation, thereof "there shall be recorded in a book kept for the purpose the name of the article, the quantity delivered, the purpose for which it is al-

leged to be used, the date of delivery, the name and address of the purchaser, and the name of the dispenser." In the first case under the statute it appeared that the defendant had sold bichloride of mercury to a customer and entered the sale on a slip of paper showing the sales for the day, which with other daily slips were regularly put in an envelope kept in his safe. It was held that this was a violation of the statute; but in view of the defendant's evident desire to abide by the law, only the minimum fine was imposed.—*State v. Hopkins (Del.)*, 88 Atl., 473.

CONTRACT FOR SALE OF DRUG STORE FIXTURES.—An offer and acceptance for the sale of drug store fixtures were in the following form: "We propose to furnish and erect complete in your store at Charleston, W. Va., the following fixtures: 25-foot wall case (McLean style); 18-foot tincture shelving; 11-foot patent medicine case; 6-foot tobacco case and humidor; 6-foot mirror; 12-foot R work counter; 12-foot R partition; 18-foot 6-inch settee upholstered in green leather; 7-foot 6-inch mirror, above settee; 14-foot 6-inch "L" case; 36-foot cases; 5-foot wrapping counter, glass front and sliding floor; 10-foot laboratory table. Exposed parts of alcove in solid veneered mahogany, all glass bevel plate and all mirrors No. 1 grade same, metal back; all cases to be all plate—plate shelves 10-inch marble base; finish—best quality, hard polished and rubbed. Complete plans, specifications and details to be submitted and approved by purchaser. Price, \$2145. Bernard Glocker Co., per Leon Shipman. Accepted: Jas. A. Carr, Carr's Drug Store." In an action for damages for breach of the contract by the defendant, the defendant argued that until complete plans, specifications and details were submitted by the plaintiff and approved by the defendant, the contract was incomplete, not binding on, and therefore revocable by either of the parties. The court did not agree to that conclusion, because Carr did not give the plaintiff an opportunity to prepare and submit plans and specifications for his approval. Within an hour after accepting the order, he arbitrarily sought to revoke it, assigning as the only reason that he had purchased the same fixtures from another company at a materially reduced offer. It was held that the contract was mutually binding on both parties and that Carr could not revoke it. His refusal to take the fixtures in conformity with the contract was a breach thereof.

The contract was not invalid because of the concluding clause thereof. It was sufficiently definite in description of the fixtures.—*Bernard Glocker Co. v. Carr, West Virginia Court of Appeals*, 79 S. E., 732.

SALE OF COCAINE—PROOF.—On appeal from a conviction for an unlawful sale of cocaine it was held that if the sale was made upon the prescription of a physician, that fact lay particularly within the knowledge of the defendant, and consequently it devolved upon him, and not upon the state, to establish it. There was no direct evidence that the negro boy to whom the sale was made was not a physician or dentist; but the presumption was that he was neither, and therefore, if he was a physician or dentist, it devolved upon the defendant to prove it. There was a prima facie presumption that the person to whom the sale was made did not belong to the exceptional class of persons to whom the right to practice medicine or dentistry has been given; the presumption relieving the state from the necessity of proving the negative.—*Miller v. State, Mississippi Supreme Court*, 63 So., 269.

ALTERATION OF CONTRACT AFTER DELIVERY OF GOODS.—Action was brought upon a contract for the sale of a quantity of hair tonic to a drug store. The defense was alteration of the contract after delivery of the goods. The contract provided that the plaintiff agreed to contract with a certain advertising company for a certain number of lines of advertising, specifying the Tribune and Journal newspapers, which were published in the defendant's town, the advertising to be executed during a year following delivery of the goods. It further provided that the plaintiff agreed to take back at invoice price all goods remaining unsold in the hands of the purchaser "at the end of the Iowa advertising contract." The defendant claimed that the word "Iowa" had been added to the contract after delivery, which was denied by the plaintiff. The jury found for the defendant. On appeal it was held that the alteration of the contract after delivery by the insertion of the word "Iowa" was material, since that made the rights of the parties depend, not upon the contract for advertising in the particular papers specified, but upon the termination of such Iowa advertising contracts as the plaintiff might have made. Judgment for the defendant was affirmed.—*Hessig-Ellis Drug Co. v. Todd-Baker Drug Co., Iowa Supreme Court*, 143 N. W., 569.

NOTICES OF JUDGMENT—
FEDERAL.

No. 2448—*Adulteration and Misbranding of Orangeade.* Labeled "Orangeade." Consisted of a solution of invert sugar and tartaric acid, flavored with orange oil and colored. Frances Crope Co., Chicago, Ill., shippers. Condemnation consented to. Minnesota.

No. 2450—*Misbranding of Turpentine.* Substitution of at least 21 percent of mineral oil. Southern States Turpentine Co., Cleveland, Ohio, shippers. Product destroyed. New York, S. D.

No. 2459—*Adulteration and Misbranding of Extract of Peppermint.* Substitution of peppermint, water and alcohol. Moses R. Stern, New York, shipper. Plea of guilty. Sentence suspended. New York, S.

No. 2463—*Adulteration of Tincture of Iodine.* Standard of strength and purity differed from test laid down in U. S. Pharmacopoeia. W. C. Field, Washington, D. C., seller. Plea of guilty. Fine of \$5. Dist. of Columbia.

No. 2475—*Adulteration of Oil Coriander.* Contained approximately 20 percent of caraway oil. James B. Horner, New York, shipper. Plea of guilty. Sentence suspended.

No. 2476—*Adulteration and Misbranding of Oil of Cloves.* Mixed with ethyl alcohol. Crandall Pettee Co., New York, shippers. Plea of guilty. Fine of \$50. New York, S.

Council Business

COUNCIL LETTER No. 6.

PHILADELPHIA, PA., Dec. 8, 1913.

To the Members of the Council:

Motions No. 10 (Appropriation of \$250 for Committee on Membership), No. 11 (Appropriation of \$25 for Women's Section), No. 12 (Increase of Salary of Editor of Journal), and No. 13 (Election of Members, applicants Nos. 9 to 17, inclusive), have each received a majority of affirmative votes.

Motion No. 14 (Appropriation of \$25 for National Drug Trade Conference). Moved by J. H. Beal, seconded by J. A. Koch, that the sum of Twenty-five Dollars be appropriated for the use of the National Drug Trade Conference. The motion has been approved by the Committee on Finance.

Motion No. 15 (Election of Members).

You are requested to vote on the following applications for members:

No. 18. Julius C. Hoester, 108 S. 4th St., St. Louis, Mo., rec. by H. M. Whelpley and J. W. Mackelden.

No. 19. Alexander Benjamin Journeaux Moore, 12 Winchester Ave., Westmount, Pro. Quebec, Canada, Dean of the Montreal College of Pharmacy, rec. by J. W. England and J. H. Beal.

No. 20. Mary R. Hamilton, Pinney St., Rochester, Pa., rec. by Mary L. Creighton and J. H. Beal.

No. 21. Miriam Grace Truby, Penn and West Sts., Wilkensburg, Pa., rec. by Mary L. Creighton and J. H. Beal.

No. 22. John Francis Walsh, 12 Fort Square, Greenfield, Mass., rec. by Elie H. LaPierre and Chas. E. Hoey.

No. 23. Lawrence Stanton Brigham, 1 Gordon St., East, Savannah, Ga., rec. by Robt. A. Rowinski and J. H. Beal.

No. 24. John Abner Handy, P. and P. Department, Larkin Co., Buffalo, N. Y., rec. by Joseph P. Remington and J. H. Beal.

J. W. ENGLAND,

Secretary of the Council.



COUNCIL LETTER No. 7.

PHILADELPHIA, PA., Dec. 13, 1913.

To the Members of the Council:

The following Budget of Appropriations for 1914 is submitted by the Committee on Finance:

Proposed Budget of Appropriations for 1914.

1	Salaries	\$ 6,500
2	Journal	5,000
3	Printing, postage and stationery..	1,000
4	Clerical expenses, Secretary's office	1,000
5	National Formulary.....	1,000
6	Miscellaneous expenses.....	300
7	Drayage, freight and expressage..	150
8	Stenographers	250
9	Traveling expenses.....	300
10	Committee on membership.....	750
11	Committee on unofficial standards.	300
12	Proceedings and Year Book.....	2,500
13	Badges and bars.....	50
14	Certificates	50
15	Premium on Treasurer's bond.....	50
16	Insurance	50
17	Journal for reporters.....	35
18	Section on Scientific Papers.....	25
19	Section on Education and Legislation	25
20	Section on Commercial Interests.	25
21	Section on Practical Pharmacy...	25
22	Section on Historical Pharmacy..	50
23	Section on Pharmacopoeias and Formularies	25
24	Women's Section.....	25
25	National Syllabus Committee.....	25