Scoville has carried out a series of experiments on this subject over a period of several years. The capsules were treated with solutions of Formaldehyde of various strengths and then placed in acid and alkaline solutions similar to those of the stomach and intestine. The correct procedure for making enteric capsules was shown by this excellent paper.

Much discussion followed, every member present taking an active part.

Mr. Scoville also gave a very interesting description of the Meeting and the Fair at San Francisco.

A. A. WHEELER, Secretary.

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PHILADELPHIA.

The first of the 1915-16 winter meetings of the Philadelphia Branch was held Tuesday, September 21st, at the Medico-Chirurgical College.

The meeting was called to order at 8:30 by President S. C. Henry.

A communication from the New York Branch with an account of the death of their president, Mr. John Roemer, was read. A motion was read and carried that the secretary convey to the New York Branch our feeling of regret at the loss of such an able man.

Mr. Louis Gershenfeld was proposed and voted to be a member of our branch.

The program of the evening was then taken up.

Mr. Jos. W. England gave a report of the San Francisco meeting of the A. Ph. A. Mr. S. C. Henry reported the N. A. R. D. convention and, in the absence of Mr. Fischelis, Prof. C. H. LaWall gave an interesting account of the convention of the Pennsylvania Pharmaceutical Association.

J. ED. BREWER,
Secretary.

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TO BE USED TOGETHER.

A druggist lately received a hurried call from a small girl, who desired to purchase liniment and some cement.

"Liniment and cement?" repeated the pharmacist, puzzled by the unique order. "Going to use 'em at the same time?"

"Yes," promptly responded the youngster. "Ma she hit pa with a pitcher."—Chicago Ledger.

The Pharmacist and the Law

LEGISLATIVE AND LEGAL MATTER FROM THE REPORT OF THE COMMITTEE ON TRADE INTERESTS OF PENNSYLVANIA PHARMACEUTICAL ASSOCIATION.

BY B. E. PRITCHARD, CHAIRMAN.

Mr. John C. Gallagher presented a paper before the New Jersey Association last year a portion of which is worthy of consideration in this report. Mr. Gallagher said:

"Recently there was a trial of a druggist in which one of the charges was that he had not labelled a poison with his name and address. The lawyer for the defendant tried to show by witnesses that it was the custom of the trade not to label with the name and address of the retail druggist, trade or original packages whose contents are poison upon which the name and address of the manufacturer appears together with the word poison. The judge refused to admit the testimony along that line for the reason, as he explained, "that customs are very often illegal and in this case contrary to the text of the law." It will be noted that this case was based upon a sale of a ready for sale package obtained from the manufacturing pharmaceutical house, such, for instance, as morphine and the various tablets and bichloride discs, etc. The poison law of Pennsylvania reads in part, as follows: "No person shall sell at retail any poisons except as herein provided, without affixing to the bottle, box, vessel, or package containing the same a label, printed or plainly written containing the name of the article, the word 'poison' *and the name and place of business of the seller.* Thus while the incident related took place in another state, yet it is applicable alike to a similar transaction in this state.

At the September, 1914, meeting of the Pennsylvania Pharmaceutical Examining Board the condition was revealed through the reports of its investigators that cotton seed oil is frequently sold throughout the state upon calls for sweet oil, and the board directed attention of all dealers in this product to such labelling as being unlawful, and in violation of the Federal Food and Drugs Act

of 1906. Sweet Oil is the fixed oil expressed from the ripe fruit of the Olive tree and the only article which can be sold under that name without subjecting the seller to a charge of misbranding.

In this connection it seems wise to mention the presence in the market of a product labelled "White Wax No. 2," and the Pharmacy Board's investigators have reported a number of instances where it was delivered upon calls for white wax and so labelled. Analysis shows that white wax No. 2 is composed of 70 percent paraffin and 30 percent white wax. As it is labelled for what it is when sold by the jobber to pass it along by the retailer without similar precaution makes the latter liable without recourse. The presence of this adulterated wax in cold cream and ointment of rose water is likewise liable to make trouble for the seller.

Again, and following the same line of cautioning the retailer, Dr. Louis Emanuel, President of the State Pharmacy Board, presented a paper before the Pittsburgh Branch of the American Pharmaceutical Association in December in which he dealt with the action of the U. S. P. Revision Committee in retaining benzoinated lard as a base for zinc oxide ointment, and the opposition to the recommendation upon the part of numerous pharmacists because of its proneness to become rancid, which is not the case when petroleum is used. Dr. Emanuel called attention to the wide use of the petroleum base and warned the pharmacists of the State that its continued use may lead to prosecution under the Federal Food and Drugs Act as well as under the drug laws of a number of states of which Pennsylvania is one.

While dwelling upon the subject of the drug laws it becomes pertinent to mention the case in which a druggist in Fayette County was cited to answer a charge made by the pharmacy board against him, involving the sale of drugs that were not in accordance with U. S. P. requirements. In ruling upon this charge Judge Umbel declared that section three of the Pennsylvania drugs act is unconstitutional and dismissed the case on that ground. Section three reads in part: "For the purpose of this act an article shall be deemed to be adulterated, 1st., if a drug is sold under or by any name recognized by the U. S. Pharmacopœia, etc.....if it differs from the standard of strength, quality or purity as determined by the test or formula laid down "in the text books named in the act." "2nd. If its strength or purity falls below the professed standard under which it is sold." Judge Umbel declared that to make this act constitutional the text of the several books named should form a part of the act. The pharmacy board, of course, promptly appealed from this decision. While not exactly bearing upon this case, yet it may be interesting to mention that this judge has since resigned under pressure and at the solicitation of the governor for certain acts unbecoming a judge on the bench.

As your committee is dealing with occurrences in a free-handed manner it may not be out of place to relate a rather humorous yet somewhat gruesome incident that was chronicled in a daily paper recently in which the denseness of some clerks—and it is not always the clerk alone—is made manifest. This item read:

"Robert Hoffman of Spring Alley was taken to St. Francis hospital yesterday, suffering from the effects of wood alcohol, taken, it is said with suicidal intent. Hoffman had asked the clerk in a drug store for carbolic acid. The clerk gave him wood alcohol, suspecting his purpose. Said clerk was lauded in this item for his sagacity in heading off a would be suicide. Wonder if that smart clerk ever read in his dispensatory that 'The treatment of Methyl Alcohol poisoning is very unsatisfactory.'"

The doctrine of Price Protection has during the past year been more persistently than ever before kept to the front through the activity of an organization known as the American Fair Trade League, the objects of which are:

1—To aid in the re-establishment and continuance of fair competitive commercial conditions.

2—To promote honesty in manufacturing, in advertising and in merchandising, for the mutual interest of the consumer, the middleman and the manufacturer.

3—To bring to the public attention the existing evils in merchandising methods which operate to the injury of society.

4—To act as a clearing house of information concerning trade practices and systems and legislation relating thereto.

5—To aid in securing the enactment and enforcement of laws, state and national, that will,—Prohibit and penalize unfair competi-

tion; Prohibit and penalize dishonest advertising; Prevent the elimination of the smaller business man by unfair methods.

6—And to secure to the public the benefits and protection of stable, uniform retail prices upon all trade-marked and branded goods.

The League has been liberal in sending out literature broadcast for the purpose of arousing interest in securing the passage of the so called Stevens Bill, a measure that has for its object the legalizing of price protection from manufacturer to consumer.

Dr. Frank Crane, the noted writer says:

"There are two ways of selling goods, the oriental or primitive way, is by haggling, and the modern way, which is by one price to all. The old way is suited to provincial life, to bazaars and small push carts, it never in the world could have produced big business because it is incapable of organization. The maker of a standard, trade-marked article ought to have the right to say how much the retailer should ask the public for it. The Supreme Court, by an amazing decision has said that it has not that right. The government compels railroads to maintain one price to all, why prevent the manufacturer from doing the same thing? The public has an erroneous idea that price agreement is a conspiracy against the consumer. Exactly the contrary is true. Price chaos evidently injures the consumer, and meanwhile puts the honest manufacturer out of business. The business of the United States ought to be on a sound basis. There is none other such than one price to all." In this connection I would like to present the manufacturer's view on the subject of price protection by quoting from a letter recently received from the managers of a nationally advertised toilet specialty, which comes direct from first hand:

"When the vicious price-cutter hammers the margin down to nothing, we cannot get volume of business, because the dealer simply cannot afford to carry our line. The price-cutter as we generally find him selling for less than he has to pay for it, is not only guilty of unfair competition, but he is guilty of a form of theft of our good will and property values in our trade-marks which some of the enlightened courts of the country have already recognized. I venture the assertion that within five years the Supreme Court will hold the manufacturer entitled to punitive damages against the dealer who infringes his good will value by this form of cutting."

During the current year there has been a renewed energy shown by the promoters of something for nothing schemes in endeavoring to fasten their demoralizing methods upon the retailers of the country, and our own State seems to have been specially seized upon by these brigands upon honest tradesmen as a ripe field for their nefarious game.

A bill was introduced in the last session of the legislature intended to place such a tax upon the promoting of and use of these deceptive schemes as would at least cripple them, the preamble to which read:

"Realizing that the sale or so-called giving of trading stamps, gift coupons, etc., is one of the principal causes of the high cost of living, as the consumer always pays for same and that the practice is a menace to the honest retail merchant, benefiting no one but the trading stamp companies, whom it enriches at the expense of the general public, We therefore pray that your Honorable Bodies—The House and Senate of the State of Pennsylvania assembled, enact the attached bill."

In common with other organized trade bodies the retail drug organizations of the state urged vehemently the passage of the bill—but it was buried in committee—through the usual method.

With reference to the above methods of securing trade the following analysis of how such schemes work out, taken from the May issue of the Western Pennsylvania Retail Druggist, may prove useful in deterring some retail druggists who do not think deeply from rushing into some of these deluding schemes:

QUI BONO?

Looking at the matter from a strictly business getting angle, of what use are the various alleged profitsharing schemes to the retail druggist? Even the most extravagant promoter will not assert that his method will add more than 25% to your present sales. Now figure it out for yourself. At the best your net earnings are not over 10%.

If your volume of sales is $10,000 the increase promised will be $2,500, which, even though it materializes, which is questionable, as your competitors are not asleep while you are working the game, it will only mean a net gain to you of $250.00. The cost to you for the use of the system is usually 2½ percent, which based on sales of $12,500 would mean that for the privilege of earning an additional $250.00 you pay out $312.50 in

cash, while throwing in the time and labor involved in taking care of the $2,500.00 increase as a bonus. Great scheme, what?

The emergency Stamp Tax Act passed at the last session of Congress and approved by the President October 22nd, is, or rather was until the Internal Revenue Commissioner and the Treasury Department began to grind out regulations, a measure filled with problems of a most complex character. It is the consensus of opinion that it is a piece of legislation that was entirely uncalled for, and only carried out as one more way out of the woods for the administration to cover up the damage done by the latest Tariff law. Analysis of its text shows it to have been most loosely and carelessly drawn, and reference to the various rulings issued by the Internal Revenue Department, taken in connection with the Act in its wording, shows many inconsistencies and incongruities and downright absurdities. We refer more particularly to that portion known as Section B—which carries that portion of the Act which bears particularly upon the drug trade.

One peculiar feature in connection with this Act of Congress is the fact that it became effective in detachments; that section bearing upon wines, liquors and cordials going into immediate effect, October 23rd: that section bearing upon tobacco and cigars taking effect on November 1st; while Section B—in which toilet preparations, etc., are included did not become effective until December 1st.

As originally drafted Section B included in its provisions proprietary or so-called patent medicines, but the earnest protests from the retail druggists of the country that fell upon Congress like an avalanche was irresistible, and at the last minute caused the elimination of that feature, and that fact has been largely responsible for the many problems that have been troubling both the department officials and the retailers ever since the law became effective. It is said that there never has been a law enacted by Congress—except the Harrison Narcotic Law—that has so taxed the powers of the Internal Revenue Department to make plain. The department has been literally overwhelmed with the flood of inquiries for information. These came in such numbers that in many instances the officials in their replies and regulations unwittingly reversed themselves, which has led to much confusion. The law expires automatically December 31, 1915.

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COMPULSORY REGISTRATION OF PROPRIETARY MEDICINES IN NEW YORK CITY.

The New York City Board of Health has formulated regulations, compelling the registration of the names of the ingredients of proprietary and patent medicines as a prerequisite for offering these preparations for sale in New York City.

The Department supplies official application blanks which must be signed by the applicant; these demand information as follows:

1. Name of preparation.

2. Name of applicant (specifying whether manufacturer, proprietor, importer, or distributor).

3. Location of manufacturer.

4. Form in which preparation is marketed.

5. Therapeutic effects claimed for preparation.

6. Names in English (not quantities) of ingredients to which the therapeutic effects claimed are attributed, and the names in English (not quantities) of all other ingredients except such as are physiologically inactive.

7. Exact text of all advertising matter and every statement set forth upon or contained in package, box, bottle or container as sold, and of the advertising matter relating to the said preparation contained in any circular, leaflet or book sold or distributed with or in conjunction with such preparation.

A sample of the preparation in the form in which it is to be sold or offered for sale in the City of New York, including the package, wrapper, label, box, bottle, container, and all advertising matter and statements shall be submitted with the application. Subsequent changes in form or text of labels, advertising matter or statements shall be filed with the Department of Health and shall be approved before use.

When such application is properly filled out and signed, together with the required sample of the preparation, shall have been filed with the Department of Health and the ap-

proval thereof given by the director of the Bureau of Food and Drugs and the sanitary superintendent, a certificate of registration shall be issued, specifying the name of the preparation, the name of the person registering such preparation and the date. Every such registration certificate shall be numbered, which said number shall identify the particular preparation so registered and shall thereafter be affixed to the package containing such preparation.

Where the place of business of any person, firm or corporation filing an application under Section 117 of the sanitary code is elsewhere than in the City of New York such applicant shall furnish at the time of filing such application with the Department of Health, the name of a person, firm or corporation resident in or having a place of business in the City of New York, as the agent or representative of such applicant. Any notice to or dealings with such agent or representative shall be as effective as if sent to or made with such applicant.

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WRONGFUL USE OF NAME.

In a suit for injunction by Thomas A. Edison, the well-known inventor, it was sought to restrain the defendant from using the complainant's name and picture, and a certificate over his name, alleged to have been authorized by him, on the bottles and cartons containing a medical compound. It appeared that in 1879 the complainant discovered or invented a preparation which he thought would be useful as a neuralgia remedy and applied for a patent on it. While the application was pending, he sold his rights to three persons. For some reason the patent application was abandoned, at the instance, it was said, of Mr. Edison. The defendant said that Mr. Edison verbally agreed that, if the patent application was not prosecuted to issue, that the product might be marketed under his name, with his picture upon the wrapper or cartons of the bottle in which the mixture was offered for sale, and that a certificate reading, "I certify that this compound is made according to the formula devised by myself," appear on each bottle or its wrapper. The assignees of the rights formed a New Jersey corporation to exploit the remedy. The company was not a success and the rights passed through several hands before they were assigned to the defendant, in the course of which time Mr. Edison, in 1907, obtained, in the New Jersey courts, an injunction against the use of his name in connection with the alleged remedy. In 1912, the defendant proposed to market the compound under the name of Edison's Polyform with a certificate and trade-mark. Mr. Edison, on being informed of this, denied the existence of any right to the term "Edison's Polyform," and stated that he would not permit the use of his name in connection with Polyform, or recommend the formula, and he was willing to litigate the question to any extent. Notwithstanding this warning the defendant proceeded to market the formula in cartons which reproduced the old picture and the alleged certificate. Mr. Edison promptly instituted suit in the New York courts.

It was held that unless Edison made the verbal contract alleged in the defendant's answer, the latter had not on any theory a shadow of right to do what it did, nor had it unless some title remained in the persons to whom he had assigned his rights. The court expressed its disbelief that any such contract as was alleged was ever made. Moreover, it held that such a contract as was alleged was absolutely personal to the three persons to whom Edison had assigned his rights, and was therefore not assignable. "The remedy," the court said, "is admittedly a compound of a number of dangerous drugs. A. may be willing to allow his name to be used for promoting the sale of such an article, provided it is manufactured and put on the market by some one in whom he has confidence. An agreement by him that B. may use his name for such a purpose does not imply any grant to the latter of the right to authorize some one utterly unknown to A. to do the same thing. Complainant is entitled to a decree enjoining the defendant from calling the compound by his name, and by any name of which his forms a part, and from putting his picture or any certificate purporting to come from him on any of its packages or in any of its advertising literature, or from in any wise holding out or suggesting that he is in any wise concerned or interested in the sale. A witness whose testimony defendant itself introduced says that the remedy is worth-

less, except for the value that the right to use complainant's world-wide reputation in advertising may give to it. Complainant no longer believes that the remedy is useful, or likely to accomplish the purposes for which it was intended. There is not sufficient evidence in the case that that which defendant is putting out is really compounded according to the original formula. If it is using that formula, it doubtless may have a right to say so. In view of the improper use it has already attempted to make of the complainant's name, it should not be allowed even to say that much, or say he was the inventor, unless that statement is accompanied with the further explanation that the complainant now thinks it is without merit. Such latter statement must in every case appear in immediate connection with the formula and be as conspicuously displayed."

Edison v. Continental Chemical Co., 220 Fed. 398.

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IN A SAFE PLACE.

In some of the small town drug stores in the quarry districts of Indiana, you can buy anything from talcum powder to dynamite, says the Indianapolis News. Not long ago, a small quarry operator drove up to one of these stores. The man was in a buggy, and his wife was with him. Calling to the proprietor of the store, he said, "Jim, bring out that box I bought a while ago!"

The package was put into the buggy at the feet of the man and his wife. The latter eyed the box suspiciously.

"What's in that package?" she asked with some asperity.

"Now, never mind," said the husband; "that's not going to hurt you."

The evasion excited the wife's further suspicion. "Ed Spivens," she exclaimed, "that's a box of dynamite!"

"Well, what if it is?" said Ed. emphatically. "It won't do any damage unless it explodes."

"Ed Spivens," shrilled the woman, "if you think I'm going to ride six miles in a buggy with fifty pounds of dynamite at my feet you're a bigger fool than I thought you were! You have that man take that stuff right out and put it in the back part of the buggy, under the seat!"

Council Business

COUNCIL LETTER NO. 1.

PHILADELPHIA, PA., September 10, 1915.

To the Members of the Council:

At the San Francisco (1915) meeting of the Association, it was decided that Professor C. Lewis Diehl be retained as titular Chairman of the Committee on National Formulary, but that there be created, by resolution, the position of Vice Chairman of the Committee, and that this official be given full authority to act as the chairman or acting chairman, until further change; Professor Wilbur L. Scoville was elected the Vice Chairman of the Committee on National Formulary.

The subject matter of the National Formulary, Fourth Edition, is in the hands of the printer and proof is being rapidly furnished to the members of the committee, but there are certain questions of detail that have not yet been determined.

Vice Chairman Scoville writes asking the Council to authorize the holding of a conference of the editing committee and near-by members of the Committee on National Formulary, at Philadelphia, during September or October, of this year, at the call of the vice-chairman of the committee, and that the traveling and other expenses of the members be paid at a total cost not exceeding one hundred dollars.

The members of the editing committee are Messrs. Scoville, Cook, Dunning and Beringer.

The vice chairman of the committee will consult personally, also, Messrs. Hall, Seltzer and Stevens of Detroit, LaWall of Philadelphia, and Arny and Raubenheimer of New York, so that more than one-half of the membership of the Committee on National Formulary can be consulted at a comparatively small expense to the Association; such conference will clarify the final details and facilitate the more rapid publication of the book.

Motion No. 1 (Conference of Committee on National Formulary). Moved by G. M. Beringer, seconded by C. H. LaWall, that a conference of the members of the editing