

## NEW YORK COLLEGE OF PHARMACY.

Professor Homer St. Clair Pace delivered a lecture on the subject of "Business Training for Pharmacists" at the January meeting of the New York College of Pharmacy. Professor Pace in his address said that capital and effort were most important for successful business; however, that most business failures were not due to lack of effort but of sound business judgment.

Some time of the session was devoted to the reading of obituaries of W. M. Massey, Brent Good, and Anton Vorisek. The first was read by Mr. Costello, the second by T. F. Main, and the last by C. P. Wimmer. Comments on the life and work of the deceased were made by Irving McKesson, T. J. McMahan, T. F. Main, C. A. Mayo, H. V. Army.

## IOWA COLLEGE OF PHARMACY.

Under the auspices of the Department of Pharmacy of the University of Iowa, and with the encouragement of the Iowa Pharmaceutical Association, a short course for pharmacists has been inaugurated. The first session was held January 18 and 19, and an intensely interesting program was provided. The subjects were presented by men well known for their success in business life and proficiency in teaching pharmacy. We hope to have several of these addresses in this and succeeding issues of the Journal of the American Pharmaceutical Association.

This endeavor is to be commended, for there is sufficient publicity attached for acquainting the public with the importance of pharmacy.

## THE PHARMACIST AND THE LAW

## THE STEPHENS BILL.

House Bill No. 9671, referred to in an editorial of this issue, reads as follows: "Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That in any contract for the sale of articles of commerce to any dealer, wholesale or retail, by any grower, producer, manufacturer, or owner thereof, under trade-mark or special brand, hereinafter referred to as the 'vendor,' it shall be lawful for such vendor, whenever the contract constitutes a transaction of commerce among the several states, or with foreign nations, or in any territory of the United States, or in the District of Columbia, or between any such territory and another territory, or between any such territory or territories and any states or the District of Columbia, or with a foreign nation or nations, or between the District of Columbia and any state or states or a foreign nation or nations, to prescribe the uniform prices and manners of settlement at which the different qualities and quantities of each article covered by such contract may be resold; *Provided*, That the following conditions are complied with:

"(a) Such vendor shall not have any monopoly or control of the market for articles belonging to the same general class of merchandise as such article or articles of commerce as shall be covered by such con-

tract of sale; nor shall such vendor be a party to any agreement, combination, or understanding with any competitor in the production, manufacture, or sale of any merchandise in the same general class in regard to the price at which the same shall be sold either to dealers at wholesale or retail or to the public.

"(b) Such vendor shall file at the office of the Federal Trade Commission a statement setting forth the trade-mark or special brand owned or claimed by such vendor in respect of such article or articles of commerce to be covered by such contract of sale, and also, from time to time, as the same may be adopted or modified, a schedule setting forth the uniform price of sale thereof to dealers at wholesale, and the uniform price of sale thereof to dealers at retail from whatever source acquired, and the uniform price of sale thereof to the public, and upon filing such statement such vendor shall pay to the Federal Trade Commission a registration fee of \$10. Prices set forth in such schedule and made in any contract pursuant to the provisions of this act shall be uniform to all dealers in like circumstances, differing only as to grade, quality, or quantity of such articles sold, the point of delivery and the manner of settlement, all of which differences shall be set forth in such schedule; and there shall be no discrimination in favor of any vendee by the allowance

of a discount, rebate, or commission for any cause, or by grant of any special concession, or by any other device whatsoever.

"(c) Such contracts for the sale of such article or articles of commerce may provide for seasonal disposal sales, twice yearly at appropriate times, by dealers at retail, during which periods, duly set forth in such statement or in such schedule of prices as shall be filed by such vendor, such dealers at retail may sell such article or articles of commerce for a price other than the uniform price as set forth in the schedule provided in the preceding paragraph (b); *Provided*, That such article or articles of commerce shall have first been offered to the vendor, by such dealer at retail, by written offer, at the price paid for the same by such dealer, and that such vendor, not less than thirty days prior to the date set forth for the next seasonal disposal sale, after reasonable opportunity to inspect such article or articles, shall have refused or neglected to accept such offer.

"(d) Any article of commerce or any carton, package, or other receptacle inclosing an article or articles of commerce covered by such contract and in the possession of a dealer may be sold for a price other than the uniform price for resale by such dealer for such quality and quantity as set forth in the schedule provided in the preceding paragraph (b): First, if such dealer shall cease to do business and the sale is made in the course of winding up the business of such dealer, or if such dealer shall have become bankrupt, or a receiver of the business of such dealer shall have been appointed; *Provided*, That such article or articles of commerce shall have first been offered to the vendor thereof by such dealer or the legal representative of such dealer by written offer at the price paid for the same by such dealer, and that such vendor, after reasonable opportunity to inspect such article or articles, shall have refused or neglected to accept such offer; or, second, if such article of commerce or contents of such carton, package, or other receptacle shall have become damaged, deteriorated, or soiled; *Provided*, That such damaged, deteriorated, or soiled article shall have first been offered to the vendor by such dealer by written offer at the price paid for the same by such dealer, or at the option of such vendor, in exchange for similar articles not damaged, deteriorated, or soiled, and that

such vendor, after reasonable opportunity to inspect such article or articles, shall have refused or neglected to accept such offer, and that such damaged, deteriorated, or soiled article shall thereafter only be offered for sale by such dealer with prominent notice to the purchaser that such article is damaged, deteriorated, or soiled and that the price thereof is reduced because of such damage.

"Sec. 2. That the provisions of this act shall not apply in cases of sales of such article or articles of commerce to the United States, or in cases of sales of such articles to any state or public library, or to any society or institution incorporated or established solely for religious, philosophical, educational, medical, scientific, or literary purposes, made in good faith for use thereof by such society or institution."

#### ADDITIONS TO BRITISH CONTRABAND LIST.

Cork and cork dust, acetones, and raw or finished materials capable of use in their preparation and compounds of phosphorus have been added to the British contraband list.

#### THE FOOD AND DRUGS ACT.

Representative Barkley, of Kentucky, has introduced a bill providing for absolute prohibition of the manufacture, sale, or transportation in interstate commerce of misbranded articles. This bill also proposes to transfer the question of determining standards to the U. S. Bureau of Standards.

Section 6 of the act is involved in the proposed measure.

#### STANDING OF DRUGS IN INDEX OF UNITED STATES PHARMACOPŒIA.

In the opinion of the Bureau of Chemistry, an article sold under a name recognized in the index, but not appearing in the text, of the United States Pharmacopœia is a drug within the meaning of section 6 of the Federal food and drugs act. Such an article is adulterated under the provisions of the act if it differs from the standard of strength, quality or purity as determined by tests laid down in the United States Pharmacopœia official at the time of investigation, unless its own standard of strength, quality, or purity is plainly stated upon the bottle or box or other container.

## QUANTITY STATEMENTS.

A decision amending regulation 29, covering the marking of quantity of package forms, strikes out paragraphs (d) and (e) and substitutes therefor the following:

"(d) If the quantity of the contents be stated by weight or measure, it shall be marked in terms of the largest unit contained in the package, except that, in the case of an article with respect to which there exists a definite trade custom for marking the quantity of the article in terms of fractional parts of larger units, it may be so marked in accordance with the custom. Common fractions shall be reduced to their lowest terms; decimal fractions shall be preceded by zero and shall be carried out to not more than two places.

"(e) Statements of weight shall be in terms of avoirdupois pounds and ounces;

statements of liquid measure shall be in terms of the United States gallon of 231 cubic inches and its customary subdivision, *i.e.*, in gallons, quarts, pints or fluidounces, and shall express the volume of the liquid at 68° F. (20° C.); and statements of dry measure shall be in terms of the United States standard bushel of 2150.42 cubic inches and its customary subdivisions, *i.e.*, in bushels, pecks, quarts, or pints; *Provided*, That statements of quantity may be in terms of metric weight or measure. Statements of metric weight should be in terms of kilogrammes or grammes. Statements of metric measure should be in terms of litres or centilitres. Other terms of metric weight or measure may be used if it appears that a definite trade custom exists for marking articles with such other terms and the articles are marked in accordance with the custom."

## CHANGES OF ADDRESS.

All changes of address of members should be sent to the General Secretary promptly.

The Association will not be responsible for non-delivery of the Annual Volume or Year Book, or of the Journal unless notice of change of address is received before shipment or mailing.

Both the old and the new address should be given, thus:

HENRY MILTON,  
From 2342 Albion Place, St. Louis, Mo.  
To 278. Dartmouth St., Boston, Mass.

Titles or degrees to be used in publications or in the official records should be given, and names should be *plainly* written, or typewritten.

DUERR, GEORGE J.  
From 121 Wyckoff Ave., Brooklyn, N. Y.  
To 678 Seneca Ave., Brooklyn, N. Y.

STROUP, A. S.  
From Monte Vista, Colo.  
To 205 N. Main St., Pueblo, Colo.

DOLIBER, F. N.  
From 221 Columbus Ave., Boston, Mass.  
To 261 Franklin St., Boston, Mass.

GIDLEY, W. F.  
From care of Purdue University, Oak St.,  
W. Lafayette, Ind.  
To care of Purdue University, 220 Sylvania  
St., Lafayette, Ind.

KALUSOWSKI, H. E.  
From 808 First St., N. W. Washington,  
D. C.  
To 808 Eye St., N. W. Washington, D. C.

MILLER, I. B.  
From Main St., Cape Girardeau, Mo.  
To 5-7 Main St., Cape Girardeau, Mo.

LYMAN, R. A.  
From 1641 S. 21st St., Lincoln, Neb.  
To 1949 S. 21st St., Lincoln, Neb.

BURKETT, K. S.  
From 1620 Antrim St., Pittsburgh Pa.  
To 838 Ridge Ave., Pittsburgh, Pa.

GRANT, J. H.  
From Jacksboro, Tenn.  
To Jellico, Tenn.

GREEN, BENJ.  
From 12 Market Square, Portsmouth, N. H.  
To 1 Market Square, Portsmouth, N. H.

ROOT, N. F.  
From 63 Main St., Brattleboro, Vt.  
To 105 Main St., Brattleboro, Vt.

LANGE, L. A.  
From 486 Market St., Milwaukee, Wis.  
To care of Yahr and Lange Drug Co., Mil-  
waukee, Wis.

RUPERT, J. F.  
From H. S. U. S. Naval Hospital, Las Ani-  
mas, Colo.  
To U. S. S. Prometheus, Mare Island, Cal.