

prominent penchant is for automobiling, to which pleasure he is most devoted. His family consists of his wife,—a prominent member of the W. O. N. A. R. D., and a young son Jameson. His home is in the pleasant Boston suburb of Everett.

The selection of Mr. Finneran for the Presidency of the N. A. R. D. may be said to have met with the unanimous approval of the country. He will bring to the administration of that high office the same ability and force of character he has always shown in all his work, both private and public, and we congratulate the National Association of Retail Druggists upon the wisdom of its choice.



### MID-YEAR MEETING OF THE EXECUTIVE BOARD OF THE AMERICAN DRUGGISTS' FIRE INSURANCE COMPANY.

The regular quarterly meeting of the Executive Board of the American Druggists' Fire Insurance Company was held on August 30th. There were present Messrs. Avery, Beal, Heinritz, Kauffman, Rothwell, Zwick, and Freericks. The Board passed on and approved of all matters and transactions which took place in the second quarter of the year, and also gave directions looking toward the extension of the company's business and its increased usefulness to the drug trade of the country. The business of the company for the first half of the year was found to show a splendid increase over the first half of the preceding year, such increase amounting to \$1,276,484.29 at a premium increase of \$12,955.56.

The total business for the first half of the year amounted to \$6,494,615.33 at a premium of \$66,620.88. The income from securities amounted to \$7,211.94.

The total business in force on the first day of July amounted to \$11,220,134.33 at a premium of \$115,740.26. Of said total business in force there was reinsured \$886,298.50 at a premium of \$10,343.70.

On the first day of July the total assets of the company amounted to \$326,830.75, which included Government, County and Municipal Bonds having a total value of \$303,575.08. On the same day the total liabilities of the company other than reinsurance reserve amounted to \$5,439.33. The reinsurance re-

serve amounted to \$53,061.37. The total assets as shown on July 1st are after having provided for the \$18,000 dividend which was paid on March 1st to the stockholders of the company.

During the first half of the year the fire losses amounted to \$26,009.25. The total expenses amounted to \$21,474.83. The total amount of business reinsured during the same period was at a premium of \$7,408.51.

The company saved its policy-holders during the first six months of the year in premium cost the sum of \$22,206.96.

At its August meeting the Executive Board also approved the purchase of \$6000 Non-Taxable Cincinnati Bonds, which was made in July, and authorized the purchase of an additional \$5000 of Cincinnati bonds.

### The Pharmacist and the Law

#### ABSTRACT OF LEGAL DECISIONS.

**STAMP TAX—PAYMENT UNDER DURESS.**  
A manufacturer of chemicals, while awaiting a decision as to whether ichthyol was an un-compounded chemical not subject to the war revenue stamp tax, bought and affixed stamps voluntarily. It was held that he could not recover the value of the stamps used. When the decision was rendered the manufacturer was satisfied that ichthyol was un-compounded and not taxable. He therefore ceased to affix stamps to the containers of the preparation. This being discovered, revenue officers insisted that the material was taxable and that the manufacturer should pay a sum equivalent to the face value of stamps which the government claimed should have been affixed, which the plaintiff subsequently did. It was held that the payment was voluntary, not under duress, and therefore could not be recovered. The manufacturer again began to affix the stamps and filed a protest with the government against the imposition of the tax, past and future, notifying the government that it was affixing the stamps under duress. It was held that this notice was a sufficient protest to entitle the manufacturer to recover the value of stamps affixed subsequent to the same. The tax was paid not

when he bought stamps, but when he affixed them to the containers. Until that was done he had not parted with his money, because the revenue office was prepared at any time, upon proper explanation, to repurchase unused stamps.

*Merck v. Treat*, C. C. A., 202 *Fed.* 133.

**SALE OF INTOXICATING LIQUORS.** Section 2394 of the Iowa Code provides that before selling or delivering any intoxicating liquors to any person a request must be signed by the purchaser, stating the actual purpose for which it is purchased and for whose use. The signing of the request being a condition precedent to the right to sell, a sale without the request is an illegal sale. A druggist who is enjoined from making illegal sales from his drug store and makes such a sale is subject to a charge for contempt.

*Batcher v. Nichols*, Iowa Supreme Court, 141 *N. W.* 420.

**SALE OF POISONS—LIABILITY.** The New York Court of Appeals holds that where the contents of medicine are concealed from the public generally, and the manufacturer, knowing the contents, sells the medicine, recommending its use for certain indicated maladies, and an injury is caused to the purchaser thereof by reasons of some concealed poisonous drug, the manufacturer is liable. The New York Public Health Law, §235, subd. 2, provides that every proprietor of a drug store shall be responsible for the quality and strength of goods, except those sold in original packages of the manufacturer, and patent medicines. The court rules that a retail druggist who holds himself out to purchasers of a proprietary medicine as the actual manufacturer thereof cannot claim the benefit of the statute, and is liable for any injury suffered by the purchaser in consequence of a concealed poison.

The negligence which must be established to render a druggist liable in the sale of a poison is measured by his duty; and while that is only to exercise ordinary care, the phrase "ordinary care" in reference to the business of a druggist must be held to signify "the highest practicable degree of prudence, thoughtfulness and vigilance and the most exact and reliable safeguards consistent with the reasonable conduct of the business in order that human life may not constantly be exposed to the danger flowing

from the substitution of deadly poisons for harmless medicines."

*Wilson v. Faxon, Williams & Faxon*, 101, *N. E.* 799.

**SALE OF COCAINE.** Chap. 27 of Indiana Acts, 1911, makes it unlawful for any druggist or other person to sell cocaine except upon the written prescription of a duly registered physician, veterinarian or dentist, except that it may be sold at wholesale upon the order of a licensed pharmacist, druggist, or physician, etc. It is held that the act does not authorize a registered physician to operate a drug store and, as a druggist, to sell cocaine indiscriminately to any one applying therefore without a written prescription.

*Niswonger v. State*, Indiana Supreme Court, 102, *N. E.*, 135.

**ADULTERATION—HYDROGEN PEROXIDE.** In an action by the State for a penalty for selling hydrogen peroxide below the standard of 3 percent the defendants claimed that hydrogen peroxide does not appear in the United States Pharmacopœia, except in the index, and therefore that no standard was prescribed. It was held that since the Pharmacopœia recognized hydrogen dioxide, which is the same thing, and prescribed it 3 percent quality the defendants' claim could not be sustained. A guaranty of purity of the drug under the Federal Food and Drug Act of 1906 was held insufficient, New York Laws, 1910, c. 422, §240, providing that for a guaranty of purity of drugs to absolve the seller from liability, the guaranty must specify that the manufacturer did not adulterate or misbrand the drug within the provisions of the State statute.

*People v. Straus*, New York Appellate Division, 142 *N. Y. Supp.* 326.

**SALE OF LIQUORS BY DRUGGISTS—SUFFICIENCY OF PHYSICIAN'S PRESCRIPTION.** The proprietors of a store were convicted of violating the Local Option Law by the illegal sale of whiskey. They offered in evidence as justification of the sale what they termed was a prescription, which was the following: "Take this to O'Kelly & Fitch, Everton, Missouri. For Joe Finley, B Spts. Ferment Q. S. as a necessary remedy. E. S. M. D. No. —. Date 4-15." This had been given to the purchaser by a physician, Dr. E. Spyers, who, the defendants said, was regularly employed

by them as a pharmacist. Missouri Rev. St., § 5781, gives right to "a druggist, proprietor of a drug store or pharmacist to sell intoxicants on a physician's prescription." To be protected by this statute it was held that the seller must be either a registered pharmacist, or assistant pharmacist, or have such a person in his employ for the purpose of compounding physicians' prescriptions. The defendants were licensed as merchants, and there was no claim that either of them was a registered pharmacist or assistant pharmacist, nor was Dr. Sypers such at the time the liquor in question was sold. A registered and practicing physician may become a registered pharmacist, but is not such unless complying with the laws relating to licensing pharmacists. The defendants therefore were not within the protection of the statute. The prescription itself was not dated and signed as required by the statute.

*State v. O'Kelly, Mo. App., 157 S. W. 1055.*

**SALE OF STOCK OF DRUGS—RESCISSION.** In an action to rescind a purchase of the stock of a drug company, known as the Raven Drug Company, in Seattle, and to recover from a stockholder therein the money paid for the stock, recovery was sought upon the ground that the defendant, Stewart, was a large owner of the stock of the company, which was unknown to the plaintiff at the time of the purchase; that Stewart recommended the purchase of the stock as a good investment; that the plaintiff relied upon such recommendation; and that he afterwards learned that the stock was of no value. Judgment was given for the defendant on three grounds: (1) The plaintiff failed to show that there were any confidential relations existing between him and the defendant Stewart. (2) Even if there were such relations, the plaintiff did not rely upon them, but made an independent investigation of the property he bought, learned its value, and the debts existing against it, and purchased with the full knowledge of the condition thereof; he was experienced in the business and purchased, not upon representation of the defendant Stewart, but upon his own knowledge and judgment. And (3) after the plaintiff learned of the defendant's interest—if interest was material—and after he had been in actual possession for a period of two or three months and knew all about the business, he made no complaint and did not offer

to rescind the contract on that account. It was his duty upon discovering the fact to at once announce the facts and his intention to rescind.

*Harris v. Stewart, Washington Supreme Court, 131 Pac. 212.*

**ATTEMPTING TO INDUCE WITNESS TO ABSCOND—VIOLATION OF THE LIQUOR LAW.** Certain druggists were indicted for violating the Local Option Law by filling whiskey prescriptions, some of which had been issued by a certain physician to one H. The druggists threatened to have the physician indicted. He said he would see H. He drove to the home of the latter, took a private ride with him for fifteen minutes, and intimated that the druggists would pay H. \$50 a month and railroad expenses almost anywhere he might want to go if he would leave the jurisdiction so that he would not be compelled to testify. An arrangement was made that H. should meet the physician the next morning, which he did. A prosecution was subsequently brought against the physician under Missouri Rev. St., § 4352, which provides that every person who by bribery, directly or indirectly, shall induce or attempt to induce any witness to leave the jurisdiction, etc., shall be guilty of a misdemeanor. H. testified that in the conversation he had with the defendant at their meeting the defendant said that it was nothing to him whether H. went or not, that he, the defendant, was not getting anything out of it, but that the druggist could afford to give H. \$1,000 if he would go. Nothing came of the affair, however, and the druggists pleaded guilty. It was held that these facts were sufficient to sustain a conviction of an attempt to bribe H. not to testify.

*State v. Davidson, Mo. App., 157 S. W. 890.*

**MISBRANDING OF LIQUORS.** In a prosecution for the misbranding of certain "London Dry Gin" on the ground that it was not made in London the jury found on sufficient evidence that the name had reference to a distinct kind of gin, which need not necessarily be made in London, and that in using the label the maker did not intend to deceive or mislead the purchaser by representing that the gin was a foreign product. It was held that the government was not entitled to a judgment of condemnation.

*United States v. Thirty-six Bottles of London Dry Gin, 205 Fed. 111.*

## NOTICES OF JUDGMENT—FEDERAL.

## PURE FOOD AND DRUGS ACT.

No. 2202. *Adulteration of Canned Tomatoes by Addition of Water* Roberts Bros., Baltimore, Md., shippers. Fine of \$5. Maryland.

No. 2203. *Adulteration and Misbranding of Syrup*. Labeled "Granulated and maple sugar syrup, 99½% pure." Adulteration alleged because of substitution in part of cane sugar syrup and also because its inferiority was concealed by artificial coloring. Misbranding alleged because it contained but little maple syrup. Dixie Syrup Co. (Inc.), Baltimore, Md., shippers. Plea of guilty. Fine of \$25. Maryland.

No. 2204. *Adulteration and Misbranding of Paprika*. Substitution of Spanish red pepper or pimento for Hungarian paprika in whole or in part with more than 10 percent of mineral matter. Frank Tea & Spice Co., Cincinnati, O. Plea of nolo contendere. Fine of \$25 and costs. Ohio S. D.

No. 2205. *Misbranding of Syrup*. Labeled "4 lbs. net," whereas the package contained but 3 pounds 11.7 ounces net. Farrell & Co., Omaha, Neb. Plea of guilty. Fine of \$25 and costs.

No. 2207. *Misbranding of Stomach Bitters*. Labels stating that the principal ingredients were imported conveyed the impression that the product, Lithauer Stomach Bitters, was manufactured in Germany, whereas it was manufactured in the United States. Lowenthal-Strauss Co., Cleveland, O., shippers. Condemned and sold. New Jersey.

No. 2208. *Misbranding of Confectionery*. Labeled "Phoenix Brand Maplettes." Product did not consist of maple sugar, but was cane sugar, containing artificial maple flavor. Reinhart & Newton Co., Cincinnati, O., shippers. Plea of guilty. Fine of \$25 and costs. Ohio S. D.

No. 2210. *Adulteration of Coffee*. Substitution of Colombian coffee for Java coffee. Great Atlantic & Pacific Tea Co., Jersey City, N. J., shippers. Plea of non vult. Fine of \$50. New Jersey.

No. 2211. *Misbranding of Confectionery*.

Labeled "Phoenix Brand Delmore Maples." Contained no maple sugar. Reinhart & Newton Co., Cincinnati, O., shippers. Plea of guilty. Fine of \$25 and costs. Ohio S. D.

No. 2213. *Misbranding of Beef, Wine, and Coca*. Labeled "Sutliff & Case Co., Beef, Wine and Coca. Alcohol 15%." Contained 23.75 percent alcohol. Sutliff & Case Co., Peoria, Ill., shippers. Plea of guilty. Fine of \$10 and costs. Illinois S. D.

No. 2214. *Adulteration and Misbranding of Tomato Pulp*. Contained yeasts, spores, bacteria and mold filaments, and was prepared from tomato clippings and trimmings. Cooke-Shanawolf Co., Baltimore, Md., shippers. Condemned and destroyed. New Jersey.

## INSECTICIDE ACT.

No. 18. *Adulteration and Misbranding of Arsenate of Lead*. Labeled "New Process Arsenate of Lead. Guaranteed to contain \* \* \* not more than ½ of 1 percent water soluble arsenic." Product consisted of arsenate of lead and arsenite of lead, and contained more than ½ of 1 percent soluble arsenic. Sherwin-Williams Co., Cleveland, O., shippers. Plea of guilty. Fine of \$50. Ohio N. D.

No. 19. *Misbranding of "Conkey's Dip and Disinfectant," "Nox-i-cide," and "Fly Knock-er."* Names and percentages of inert ingredients not given on label. Quantity of Fly Knock-er not correctly stated. G. E. Conkey Co., Cleveland, O., shippers. Plea of guilty. Fine of \$15. Ohio N. D.

No. 21. *Misbranding of "Zenoleum."* Name and percentage of inert ingredients not stated on label. Zenner Disinfectant Co., shippers. Default. Forfeiture and destruction. Massachusetts.

No. 22. *Misbranding of "Kibler's Strictly Pure Paris Green."* Labeled "Half Pound Net Weight"; contained less than that quantity. Kibler Chemical Co., Indianapolis, Ind., shippers. Condemnation consented to. Released on bond. Louisiana.

No. 23. *Misbranding of "Extra Refined Camphorated Flake Compound."* Did not contain camphor but naphthalene. Levy Chemical Co., 51 W. 3d St., New York. Plea of guilty. Fine of \$25. New York, S. D.