

- 46—To what extent is Essence of Ginger sold in general stores, especially local option districts? Why should we not have a law prohibiting the sale of Essence of Ginger except on prescription?
- 47—Ownership of pharmacies by wholesalers. Who is most to blame for this?
- 48—Co-operation or competition. Which is best?
- 49—Stopping leaks in business.
- 50—The retail pharmacist and the traveling salesman. The retail pharmacist and the country newspaper.
- 51—The physician, the pharmacist and proprietary medicines.
- 52—The pharmacist versus legislation.
- 53—Does it pay country druggists to solicit business of dispensing physicians?
- 54—Is the prescribing of synthetics increasing or decreasing? Why?
- 55—To what extent is a preceptor under obligations to instruct his employes in practical pharmacy?
- 56—What benefit do you derive from belonging to and attending the annual meetings of the A. Ph. A.?
- 57—Outline the system you use in taking care of credit business.
- 58—Business plans I have successfully used.
- 59—The comical side of a serious business.
- 60—It has been proposed by a faction in the American Conference of Pharmaceutical Faculties to raise the pharmacy entrance requirements from one year of high-school work to two years. Is such a change desirable in Pennsylvania at this time?
- 61—Lloyd's Reagent; Fullers Earth; Kaolin: Behavior toward alkaloids.

The election of officers resulted as follows: President, Edgar F. Heffner, Lock Haven; First Vice-President, J. C. Peacock, Philadelphia; Second Vice-President, F. M. Siggins, Meadville; Secretary, David J. Reese, Philadelphia; Assistant Secretary, Lewis H. Davis, Philadelphia; Treasurer, F. H. E. Gleim, Lebanon; to the Executive Committee, Frank P. Streeper, Philadelphia; Local Secretary for the 1915 meeting, Louis Frank, Wilkes-Barre. It was decided to hold the 1915 meeting at Forest Park, Pike County, June 22, 23 and 24.



HONORARY DOCTORS OF PHARMACY.

In appreciation of invaluable services, unselfishly rendered in the interest of their Institution, or in recognition of highly meritorious work contributed for the advancement of Pharmacy and Allied Science and in ac-

knowledge of fruitful efforts directed toward the betterment of general education, the Board of Trustees of the University of the State of New Jersey have conferred the Honorary Degree of Doctor of Pharmacy, *Phar. D. Honoris Causa*, upon the following men, well known in the field of pharmacy and medicine:

Joseph P. Remington, Ph. M.
George M. Beringer, Ph. M.
Joseph Koppel, M. D.
Otto Raubenheimer, Ph. G.
Leon J. Lascoff.
Jacob Gutman, M. D.



The Pharmacist and the Law

WRITTEN CONTRACT FOR SODA FOUNTAIN—VARIANCE BY ORAL AGREEMENT.

In an action for the balance due on a soda fountain sold by the plaintiff to the defendant, the latter offered to prove by the plaintiff's agent and by the defendant, that coolers were to be installed in the cooler boxes, which coolers were to be of a given capacity made known to the plaintiff's manager and draftsman in Philadelphia at the time the contract was drawn. The defendant also offered testimony to show that there was to be installed a soda water apparatus capable of furnishing cool soda. The trial court refused both of these offers. It found that the defendant purchased the fountain, that it was installed in his place of business, that \$530 was paid on account, that the plaintiffs made an allowance of \$41.50, leaving a balance of \$563.50, that the orders signed by the defendant, together with the plan and letter of acceptance, constituted a complete contract which bound the defendant, and that no oral testimony could be admitted as to the capacity and installation of coolers. This was affirmed on appeal.

The contract between the parties was in writing; that is, the defendant signed an order and approved the plan, and the order was accepted by the plaintiff. The order was directed to the plaintiff, and requested the delivery of the "following described soda water apparatus and appurtenances," and then followed a description of the structure,

with a note that, if it was for counter service, then there were to be additional details. These details appeared in the order under the title "counter service details," in which the following appeared: "One cooler box, no coolers with milk pump and 1-3 gal. can in centre, surrounded by four crushed fruit jars, as per plan." It was not denied that the defendant furnished all that he was required to do according to the writing, but the defendant argued that the contract was incomplete, and that he was entitled to offer oral testimony to show what was required to complete it. It was held that the contract, as written, was complete. The defendant might have expected more, and he might, during the negotiations, have contracted for more, but, when the contract was put in writing, that expressed the result of the negotiations, and oral testimony was not admissible to vary its terms.

Green v. Watts, New Jersey Supreme Court, 90 Atl. 667.



CASH COUPONS—ILLEGAL CONTRACTS.

An offer by the proprietor of a drug store to give a piano at the end of a designated period to any person who shall present to him the largest amount of cash coupons, representing purchases from the drug store, is equivalent to maintaining a lottery; and if the druggist purchased the piano from a dealer who agrees to furnish the literature and advertising necessary to carry out the scheme, such dealer cannot recover the price of the piano and the advertising, inasmuch as it was an illegal contract and therefore not enforceable.

Main v. Mackey, 39 Pa. Co. Ct., 589.



CONSTRUCTION OF EMPLOYER'S LIABILITY POLICY.

A drug company employer's liability policy, stated that the premium of \$113.90, placed therein, was based or estimated upon data furnished in the schedule as to the amount of compensation paid employes, and, further, that the premium should be subject to adjustment if the compensation was greater or less than the estimated sum stated in the schedule. The compensation paid, was in fact greater than the amount so estimated. It was held that the \$113.90, the amount estimated, was not conclusive of the amount of

the premium, and the insurer could recover the additional amount shown to be due.

Fidelity & Casualty Co. of New York v. J. W. Crowds Drug Co., Texas Civil Appeals, 166 S. W. 1186.



INTOXICATING LIQUORS—VALIDITY OF DRUGGIST'S LICENSE—TRANSPORTATION.

A civil action was brought by a regularly licensed druggist and pharmacist in North Carolina against an express company to recover a statutory penalty for non-delivery of goods. The plaintiff also held a license from the sheriff of the county as a retail liquor dealer. He ordered six quarts of cognac brandy from a firm in Tennessee and paid charges thereon, but delivery was refused by the express company. The plaintiff alleged that it was his purpose to sell the brandy for profit, but only in the way of filling prescriptions in the *bona fide* pursuit of his calling, and this was well known to the defendant's agent. It appeared that the plaintiff had not applied for his license to sell liquor to the board of aldermen of the town in which he did business, nor to the county commissioners, as required by the North Carolina statute, but had merely gone to the sheriff for his privilege license tax, and the sheriff had given him the license. The exception in the statute permitting the sale of intoxicating liquor by pharmacists on physicians' certificates, as an exception to the public policy of the state forbidding its manufacture and sale, does not, by the express terms of the provision, relieve druggists from complying with the law as to license and taxes. The plaintiff's license was therefore held to be invalid. As a sale of liquor by him would have been unlawful, it was held that the court would not aid him in this intended breach of the criminal law, nor penalize one who, knowing the facts, declined to deliver the liquor, in furtherance of his unlawful purpose.

Smith v. Southern Express Co., North Carolina Supreme Court, 82 S. E. 16.



DISTINCTION BETWEEN "SURETY" AND "GUARANTOR."

An agency contract to sell medicines and extracts within fixed territory required the agent to canvass the territory, keep a record of all goods sold, and to make reports of

sales and collections and of all goods on hand, and to pay wholesale prices, and at the termination of the agreement to pay the whole amount remaining unpaid and return the goods on hand. A separate instrument recited that the undersigned jointly and severally guaranteed the payment of a specified sum for medicines, extracts, etc., in the manner provided for in the contract. This instrument was signed by two obligors at a place indicated by the words "Sureties sign here," and an added statement read: "The above-mentioned sureties will be furnished, upon request, at any time, a statement of the amount due the company, from the party of the second part." In an action against the agent and the two signers of the instrument it was held that the instrument created only a guaranty, and the signers were not sureties.

Contracts of suretyship and of guaranty have much in common—in both the undertaking is to answer for the debt, default, or miscarriage of another. The difference is that a surety insures the debt, is bound with his principal as an original promisor, is a debtor from the beginning; a guarantor answers for the debtor's solvency, must make good the consequences of his principal's failure to pay or perform, is bound only in case his principal is unable to pay or perform. From this difference, one consequence of importance in respect of the procedure to be followed in the enforcement of liability results. A principal and a surety, being equally bound, may be joined in the same suit; but a guarantor, being bound by a separate contract, must be sued separately. Judgment for the guarantors was therefore affirmed.

J. R. Watkins Medical Co. v. Lovelady, Alabama Supreme Court, 65 So. 52.

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SALE OF DRUGS REGULATED.

The Massachusetts Legislature passed an act, which goes into effect January 1, making the sale of opium, morphine and other narcotic drugs unlawful, except when there is a written prescription or order. The new law requires that the prescription must be retained on file by the druggist filling it for at least two years and shall be open at all times to inspection by the State Board of Health, the Board of Registration in Pharmacy and the police. It shall not be refilled except upon the order of the prescriber. The act

does not apply to prescriptions or remedies containing a small stated amount of the drugs. Violation of the act is punishable by a fine of from \$50 to \$1000, imprisonment for not more than one year or both.

PORT COCKBURN TRIP.

We are informed by Mr. C. C. Williams, the General Passenger Agent of the C. R. R., that the itinerary of the trip to Port Cockburn, published in the last issue of the JOURNAL, has been changed since it was furnished the JOURNAL.

It would be advisable, therefore, for members intending to take this trip to note this, and to inform themselves, by consultation with the Canadian Pacific Railway Company, No. 7, Fort Street West, Detroit, as to the time of the departure of trains and connections therewith.

Council Business

COUNCIL LETTER No. 27.

PHILADELPHIA, PA., July 1, 1914.

To the Members of the Council:

In the previous Council Letter, two motions Nos. 40 were presented, the second number (p. 68) (*Assignment of Patent Rights for Improved Package for Antiseptic Poisons*) was a typographical error and should have been No. 41. Please correct.

Motion No. 40 (C. L. No. 26, p. 67), on appropriation of \$50 or less to Section on Pharmacopœias and Formularies, has received a majority of affirmative votes.

The following communication has been received from Franklin M. Apple:—

"Replying to Council Letter No. 26, I wish to record my objection to the motion numbered 40 pertaining to the Wm. S. Merrell Chemical Company's offer to the Association.

"The offer made by the Wm. S. Merrell Chemical Company is not identical with the one previously made by The Norwich Pharmacal Company, as a careful reading of the two offers will reveal.

"In Council Letter No. 12, p. 29, will be found the following conditions pertaining to the offer of The Norwich Pharmacal Company: 'This we propose ——— Serial No. 801,748 and we hereby agree to bear all expense incident to the prosecution and securing of said patent,' and on page 31 of the same letter will be found a copy of a letter from their attorneys in Washington, D. C.,