Park vs. N.W.D.A.

This suit, instituted by The John D. Park & Sons Co., of Cincinnati, against the National Wholesale Druggists' Association of the United States, has reached another stage. The plaintiffs having applied for an injunction to restrain the defendants from combining to prevent the supply of goods to the plaintiffs, the case came up before Judge Russell in the Supreme Court of New York State.

In his judgment, given Sept. 8th, the Judge held that it was not lawful to conspire or enter into a combination against the plaintiff which would prevent him from obtaining goods, but he refused to grant an injunction preventing the defendants from obtaining information as to the means pursued to obtain goods, or whether the manufacturer or wholesale dealer violated any agreement in the supply of goods to the firm.

As a trial of the case is still to be held, a final judgment on the case was not given, but as far as proceeded with the decision is certainly a victory for the association. In giving his decision the Judge said:

The Druggists' Association, defendant, is formed by the co-operation of a large number of wholesale druggists and manufacturers of proprietary medicines for mutual benefit and protection. Unquestionably, a part of its aim is to enable those within its scope to obtain prices which shall yield fair profits, and, in so doing, it acts under rules understood by the association, as well as those expressed. A large part of its line of action, as evidenced by its formal articles of agreement, is unquestionably lawful, as is also a great part of the individual action of the firms entering into the combined association. As an association, it is lawful for the association and the manufacturers to provide means for obtaining information as to the acts of firms violating any proper agreement in regard to the sale of proprietary drugs by any of the associates, or the customers of such associates. It is also lawful for the manufacturers individually to agree with their customers that those customers shall sell the particular goods manufactured by the vendor for a certain price, so far at least as not to render the manufacturer liable to third parties for doing an unlawful act, however much doubt there may be as to such manufacturers being able to enforce an executory agreement of this kind by proper legal proceedings. It is lawful, also, for each manufacturer to refuse to sell any customer, for any reason, however capricious, any goods manufactured by him.

But it is in restraint of trade and unlawful for such manufacturer to become a party to a combination which shall prevent any of his customers from obtaining other goods of other manufacturers, because those customers violate the agreement with him in respect to a cutting of prices, and to make such violation a cause of a general exclusion of such customers from the power to purchase any kind of proprietary medicines from any of the other members of the association. It is not lawful to form a combination which shall make general the enforcement of prices fixed by the manufacturer effective beyond the reach of competition, by the exclusion of such customers from a general power of purchase of other goods.

In the present case, I am not ready to find, from the mass of documentary and other evidence furnished me, that all of the defendants, by means of the Druggists' Association, have combined themselves to carry out such an unlawful purpose; but there is in the affidavits and papers presented sufficient to justify the belief that some of the defendants, acting through the organization of the association, or under its policy, as summed by them, have gone beyond the limit which the association was justified in acting up to, and have used the power of the association to punish or exclude the plaintiff from its power to purchase. The evidence in this respect is not entirely satisfactory, and the more perfect method of a trial upon the issues presented might entirely dissipate any such impression.

O.C.P. Notes.

The Ontario College of Pharmacy opened Friday, September 11, with an attendance of 110 students. The dean and staff were introduced by Mr. C. D. Daniels, chairman of the Board of Education. The '96 class organized their association on Wednesday with much enthusiasm, and the students seem determined to make this class head all others. The officers for the following term are: Prof. Heebner, hon. president; Prof. Scott, hon. vice-president; Mr. C. E. Reid, president: Mr. Griffith, vice-president; Mr. Hawkins, treasurer; Mr. C. W. Field, secretary. Executive committee—Messrs. H. G. Craig, E. D. Huxtable, A. Edward, B. B. Scarf, and the officers.

Harold Carnahan, of Meaford, Ont., of the class of '96, is now manager of a drug store at 574 Second avenue, New York city.

J. C. Grosch, of Milverton, Ont., class '96, is manager of a drug store at fifty-fourth street and Sixth avenue, New York city.

F. W McClung, of Bowmanville, Ont., class '96, is also manager of a store in New York city.

Lyman Bros. & Co.'s Chemical Works Gutted.

A serious fire broke out a few minutes before midnight, October 5th, in the buildings of the Toronto Chemical Works and Drug Mills, 179 and 181 Front street east, owned by the Lyman Bros. & Co. (Ltd.). The buildings form a long two-storey, red brick block, running east and west, with extensions running south towards the Esplanade. They stand back 100 feet or so from Front street, and are approached by a driveway, which passes under an archway to the rear. This archway is closed at both ends by heavy wooden gates, and it was in the space thus formed that the fire appeared to start, as, when the brigade arrived, the gates and heavy wooden partitions lining the entry were blazing fiercely. The flames rapidly worked their way up a wooden stairway in the south-east corner into the upper storey, and from that point very swiftly ran in every direction, the building being very old and dry, and sheeted extensively with wood. In fact, so quickly did the flames spread that it almost appeared as if the fire had had two or three different starting points, but this is improbable.

For upwards of an hour the brigade worked energetically before the flames could be considered under control, and when they were able to make a thorough inspection of the premises, it was at once apparent that the buildings were pretty badly gutted. Mr. John Henderson, a partner of the firm, and the general manager arrived early on the scene, and, after going over the place, stated that the actual loss from the fire would run about $6,000, but the loss from disturbance of business at this busy season was the most serious item. The loss he divided as follows: On buildings, $1,000: stock, $2,000; machinery, $3,000. The insurance would cover this, but exact details he could not give off-hand. The companies interested were, he thought, the Ætna and the Western Gore District Mutual.

The cause of the fire is problematical, but appearances pointed strongly to incendiarism, and this is supported by the fact that a shed in rear of the factory was fired about a month ago. There was nothing in the vicinity of the outbreak which could be credited with the cause.

According to Lovell's directory, just published, Montreal has 440 physicians and surgeons, 115 retail druggists, 65 dentists, 35 veterinary surgeons, 12 oculists and aurists.

To preserve solutions of eserine add one minim of sulphurous acid to each two ounces.

Citrophen is a patented combination of citric acid and phenetidin, introduced by Roos. It appears as a white powder, or in small crystals, with an acid taste, which persists some time after its use. It is said to be cooling and refreshing, and to be pleasant to take. It is soluble in 50 parts of cold water and 40 parts of hot, which fact gives it a great advantage over phenacetin (soluble in 1,200 parts of water), and lactophenin (soluble in 340 parts of water). It is an antipyretic and antineuralgic, and is given to the extent of 6 gm. (90 grains) daily.