Bracken v. *Fondar*, 12 John. 468; *Jones* v. *Murray*, 3 Monr. 85; *Marshall* v. *Peck*, 1 Dana, 609.)

If a druggist affixes to a medicine, or drug, a label bearing his name and stating it to have been prepared by him he makes the warrant only more notorious and by so doing (inasmuch as it is an invitation to the public to confide in his representation) is ever after estopped from denying responsibility for any injury which may have arisen out of defects in its quality, or errors in its composition. So long as the label is attached it is an affirmation of the good quality of the article and its correct composition, to every one who relies upon it when buying. But as some articles deteriorate in time, what is said in relation to the liability of the vendor applied only to the articles at the time they leave his hands. He only warrants their good qualities then, but no longer, and his representation affirms that much, and is sincere. (Ordronaux, 183-184.) The subject of labels was carefully considered in *Thomas* v. *Winchester*, 2 Selden 397, N. Y., when Ruggles C. J. gave judgment. Mary Ann Thomas was ordered a dose of extract of dandelion, her husband brought what he believed was dandelion from Dr. Foord, druggist and physician; but it was extract of belladonna. The jar was labelled "½ lb. dandelion, prepared by A. Gilbert, No. 108 John St., N. Y," Foord bought it as dandelion from James S. Aspinwall, druggist, who bought it from defendant, a druggist, 108 John St. Defendant manufactured some drugs and purchased others, but labelled all in the same way. Gilbert was an assistant who had originally owned the business. The extract in the jar had been purchased for another dealer. The two extracts are alike in colour, consistency, smell and taste. Gilbert's labels were paid for by defendant and used in his business with his knowledge and consent. A non-suit was moved for on the ground that defendant being a remote vendor and there being no privity or connection between him and the plaintiff, the action could not be sustained. Gilbert, the defendant's agent would have been punishable for manslaughter if Mrs. Thomas had died in consequence of taking the falsely labelled medicine. Every one who by his culpable negligence causes the death of another, although without intent to kill, is guilty of manslaughter. (2 R. s. 662, 319.) This rule applies not only where the death of one is occasioned by the neglectful act of another, but where it is caused by the neglectful omission of a duty by that other (2 Car. & Kir., 368). Although the defendant W. may not be answerable criminally for the neglect of his agent, there can be no doubt as to his liability in a civil action, in which the action of the agent is to be regarded as the act of the principal. The defendant's neglect put human life in imminent danger. Can it be said that there was no duty on the part of the defendant to avoid the creation of that danger by the exercise of greater caution? or that the exercise of that caution was a duty only to his immediate vendee, whose life was not endangered? (He being a dealer and not a customer.) The defendant's duty arose out of the nature of his business, and the danger to others incident to its mismanagement. Nothing but mischief like that which actually happened could have been expected from sending the poison falsely labelled into the market, and the defendant is justly responsible for the probable consequences of the act. The duty of exercising caution in this respect did not arise out of the defendant's contract of sale to Aspinwall. The wrong done by the defendant was in putting the poison unlabelled into the hands of Aspinwall as an article of merchandise to be sold, and afterwards used as the extract of dande-