tist is bound to know that the goods he sells are sound, *i.e.*, competent to perform the mission required of them, and being so presumed to know he warrants their good qualities by the very act of selling them for such. The rule, "Let the buyer beware," does not apply.

In some way Fleet and Simple got cantharides mixed with some snake root and Peruvian bark. Unfortunately Hollenbeck, requiring some of this latter mixture, bought this that these druggists had, took it as a medicine, and in consequence suffered great pain, and had his health permanently impaired. He sued for damages, and recovered a verdict for $1,140. The defendants asked for a new trial, but the court refused it saying, "Purchasers have to trust to a druggist. It is upon his skill and prudence they must rely. It is his duty to know the properties of his drugs, to be able to distinguish them from one another. It is his duty so to qualify himself, or to employ those who are so qualified to attend to the business of compounding and vending medicines and drugs as that one drug may not be sold for another; and so that when a prescription is presented to be made up the proper medicine and none other be used in mixing and compounding it. The legal maxim should be reversed, instead of *caveat emptor* it should be *caveat vendor*, *i.e.*, let him be certain that he does not sell to a purchaser or send to a patient one thing for another, as arsenic for calomel, cantharides for, or mixed with snake root and Peruvian bark, or even one innocent drug calculated to produce a certain effect in place of another sent for and designed to produce a different effect. If he does these things he cannot escape civil responsibility upon the alleged pretext that it was an accidental or an innocent mistake. We are asked by the defendants' attorneys in their argument, with some emphasis, if druggists are, in legal estimation, to be regarded as insurers. The answer is, we see no good reason why a vendor of drugs should in his business be entitled to a relaxation of the rule which applies to vendors of provisions, which is, that the vendor undertakes and insures that the article is wholesome. (13 B. Monr. 219.)

It is the duty of the druggist to know whether his drugs are sound or not, and it is no answer to his want of knowledge to say that the buyer had opportunities for inspection, and could judge for himself of the quality of the goods. (Chitty on Contracts, p. 393.)

If a druggist miscompounds a medicine, or intentionally deviates from the formula he commits a tortious act, and if any injury arises to another through his ignorance or neglect he is liable. Even if a physician writes a prescription wrongly it is expected that the druggist should know enough to detect the error, and whether he does so or not he still compounds it at his peril. For one man's negligence or omission of duty is no palliation of another's, and under the doctrine of joint liability the apothecary or druggist who compounds, knowingly or not, a noxious prescription, commits a joint tort with the physician who writes it. (*Howe* v. *Young*, 16 Ind. 312; 2 Hilliard on Torts, p. 297, sec. A.) And in an action against a druggist for injury through negligence of his clerk in selling sulphate of zinc for Epsom salts, it is no defence to say that the subsequent medical treatment was negligent. (*Brown* v. *Marshall*, 47 Mich. 576.)

A wholesale druggist is liable in the same way as a retail when he supplies substances notoriously dangerous to health or life, and he impliedly warrants the articles to be as represented by their conventional designation, and if they are not so he is liable for all damages that may ensue from his misrepresentation. (*Rae*