Legal Notes.

Under this heading will be published notes on cases in which points of special legal or chemical interest arise. The Editor would be glad to receive particulars of such cases.

ARSENIC IN COCOA.

Two summonses issued by the Surrey County Council under the Sale of Food and Drugs Act, 1875, were heard at the Richmond Police Court on December 18th, 1922. The first summons was against the Home and Colonial Stores, Ltd., for selling cocoa "adulterated with arsenic (arsenious oxide) to the extent of one-fortieth grain per pound." The second summons was against Messrs. Rowntree and Co., of York, for aiding and abetting in the commission of the offence.

Mr. R. O. B. Lane, prosecuting, stated that a quarter of a pound of cocoa had been bought by an inspector of the Council. It was labelled "Home and Colonial pure cocoa essence, highest grade quality, guaranteed absolutely pure." A sample

sent to the public analyst was found to contain one-fortieth of a grain of arsenic per lb. Further enquiries were instituted, and it was found that the cocoa in question was a blend of seven different cocoas, one of which was manufactured by Messrs. Rowntree. Samples of the seven different cocoas were supplied, that of Messrs. Rowntree was found to contain one-tenth of a grain of arsenic per pound. The cocoa had been supplied as pure, and that the authorities' test showed that it had been so guaranteed without a sufficient test having been applied.

Mr. Travers Humphreys, for the defence, said that Messrs. Rowntree and Co. took absolute responsibility for the position in which the Home and Colonial Stores had been placed. The Stores bought from Messrs. Rowntree what they believed to be pure cocoa. Messrs. Rowntree wished to put before the public that in the opinion of competent scientific men there was not the smallest cause for anxiety as to illness or danger to the public from drinking this cocoa. What happened was that last July Messrs. Rowntree were informed by some chemist that some loose cocoa supplied contained faint traces of arsenic. Everything in the place was analysed, and finally it was found that the impurity was in the carbonate of potash, which had been used for years in small quantities to make the cocoa soluble and more digestible. They had instantly sacrificed the whole of the cocoa (350 tons), in order that nothing more might go out of their works. They had succeeded in getting supplies of alkali quite free from arsenic. Supplies of this cocoa had been sent out to the trade, but they had decided that it was absolutely useless to try to get it back. They had come to the conclusion that it was in the interests of the public not to create a quite unjustifiable scare.

Counsel asked the Bench to say that Messrs. Rowntree were not guilty of negligence, but were the victims of misfortune.

The Bench imposed a fine of 40s. upon the Home and Colonial Stores, on behalf of whom it was stated that they had at once withdrawn 65 tons of the cocoa from their shops and 20 tons from their warehouses, involving them in a loss of £12,000.

Messrs. Rowntree and Co. were fined £20, with 50 guineas costs.

ALLEGED DETERIORATION OF HYPOCHLORITE SOLUTION IN THE TROPICS.

F. A. Langley v. *"Milton" Manufacturing Co. Ltd.*

In this case, which was heard in the King's Bench Division on December 18th, 1922, an action was brought to recover damages for breach of an agreement under which plaintiff was to sell the defendants' disinfectant "Milton" in S. America. Damages were also claimed for breach of warranty as to the quality of the disinfectant supplied.

Plaintiff's case was that he had been unable to sell any of the goods since they were not of the quality, strength or description represented, and were, he said, wholly worthless. "Milton" was usually put up in brown bottles, but that shipped to the plaintiff was in green bottles, and in hot countries, he submitted, the climate had a deteriorating and disintegrating effect on all such liquids. Defendants wrote regretting that the disinfectant had been put up in green bottles, as that might have had some deteriorative effect, and they offered to replace the shipments at their own cost; but plaintiff asked for reimbursement of his expenditure and indemnification against claims and his lost profit.

For the defence it was contended that there was no warranty of any kind. The disinfectant was perfectly good when it was shipped, and what happened to it afterwards was of no legal consequence.

Evidence was given by a consulting chemist that he had never known "Milton" lose its strength in this country, as plaintiff said it did abroad. Its basis, sodium hypochlorite, was the basis of a number of disinfectants, and all were unstable. In the case of "Milton" kept at 125° F. for 6 months he had found a reduction of hypochlorite by nine-tenths at least. In one case it went down from 1 per cent. to 0·13 per cent. in 5 months ending March, 1921.

Mr. Justice Branson, in giving judgment, said that plaintiff was suing defendants for breach of an agreement made verbally. It seemed unlikely that an agreement should be made by which plaintiff took all the risks of importing this fluid into hot countries. He found as a fact that plaintiff's account of the conversation which took place was true, and that a definite assurance was given that the fluid would be reliable in the country into which it was intended to import it.

Judgment for the plaintiff was given, with damages for £1630.