

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.

COMPOUND CASTOR OIL TABLETS.

ON April 14th a druggist was charged at the Magistrate's Court, Wanganui, New Zealand, with selling a drug in a package, to wit, compound castor oil chocolates, bearing and having attached thereto a false or misleading statement. The analyst's report stated that "the material was in a form of chocolate coloured tablets of an average weight of 1.55 grms., and contained matter soluble in petroleum spirit 4.4 per cent., phenolphthalein, 7 per cent. Not more than half the matter soluble in petroleum spirit was castor oil, and it was possible that no castor oil was present. Assuming that the material contained 2.2 per cent. of castor oil, 116 tablets would be required to provide a minimum dose of that substance. The dose prescribed for a child of three to ten years was one tablet. It was evident, therefore, that the quantity of castor oil present would not have the slightest medicinal action. The active ingredient was the phenolphthalein. The statement "Compound Castor Oil Tablets" appearing on the original package was misleading, and in contravention of Sec. 12 of the Sale of Food and Drugs Act, 1908."

Counsel for the Department of Health pointed out that the ordinary dose of phenolphthalein was 2 to 5 grains, whilst the amount in the tablets was 1.8 grains. The point was, he contended, that the tablets did not contain castor oil, when the label said they did. There might be an aperient of a certain nature, but this was not material to the case.

Counsel for the defence said that the tablets were purchased from a well-known manufacturer in London. The chocolates were not stated to be castor oil chocolates, but compounded castor oil chocolates, and this statement showed that there was something else present besides castor oil. Assuming each tablet to contain 2 per cent. of castor oil and 7 per cent. of phenolphthalein, castor oil would constitute 25 per cent. of the aperient agent. He contended that there was no deception of the public, as phenolphthalein was more expensive than castor oil.

The Magistrate observed that, from the point of view of the man in the street, he would think from seeing the words "Compound castor oil chocolate" that the effective chemical agent was castor oil, and for that reason the statement on the label was misleading. The defendant could have protected himself by warranty or by analysis. He found that there had been an infringement of the Act, but did not think the case was one for severe penalty. A fine of £1 and costs was imposed.

FISH MEAL WITH EXCESSIVE OIL.

ON June 4th, a feeding-stuffs merchant was charged at Newport Pagnell Petty Sessions with selling fish meal under an invoice which did not accurately set out the contents of the article sold, and contrary to the provisions of the Fertilisers and Feeding Stuffs Act, 1906.

On February 7th, 2 tons of fish meal were ordered from the defendant, who, on the same day, sent an invoice to the purchaser, which gave the following analysis of the meal: Oil, $4\frac{1}{2}$ per cent.; albuminoids, 56 per cent.; salt, under 3 per cent.

The meal was delivered on February 8th, and on February 15th, at the request of the purchaser, it was sampled by the Chief Inspector for the County.

Samples were submitted to Dr. J. A. Voelcker, the Agricultural Analyst for the County, who reported that the meal had the following composition: Oil, 11.88 per cent.; albuminoids, 50 per cent.; salt, 2.34 per cent.; and sand, 2.29 per cent. The Analyst added to his report the comment: "This is a very fluffy sample. Oil is much—and objectionably so—in excess of what is stated in the guarantee. Sand is somewhat high. Albuminoids are somewhat low, doubtless on account of the excessive oil."

This report was submitted to the Ministry of Agriculture and Fisheries, where it was decided that a prosecution should be instituted.

Dr. J. A. Voelcker, giving evidence in support of his certificate, said that the excess of oil, after making the usual statutory and other allowances, was about $6\frac{1}{2}$ per cent., an excess which was open to very strong objection on two grounds. One was the liability of the meal to upset the animal eating it. The other was a known tendency for fish oil to make bacon fat taste. Excess of fish oil had a prejudicial effect. That was so much recognised by the trade themselves that the Association of Manufacturers of Fish Meal had agreed amongst themselves to give a guarantee that their fish meal should not contain more than a certain percentage of oil. That percentage was $4\frac{1}{2}$ as a rule, or 5 per cent. If it went materially above 5 per cent. he would consider the sale to be to the prejudice of the purchaser. Albuminoids were valuable food constituents, and in this sample he found 50 per cent., instead of 56 as stated on the invoice.

Mr. James G. Stewart, Deputy Chief Inspector to the Ministry of Agriculture, and technical adviser on agriculture, stated that fish meal containing 11.88 of oil was certainly to the detriment of the purchaser on account of the liability of such a high percentage to cause taint in flesh, such as bacon; also in eggs and poultry.

Albuminoids were highly valuable in food value; therefore a deficiency of 6 per cent. was to the detriment of the purchaser, and a sample containing over 2 per cent. of sand was harmful, sand being entirely indigestible. The present sample, according to its analysis, was more suited to use for fertilising than feeding purposes.

The defendant stated that the fish meal in question was sent direct from the manufacturers. He had based his invoices on the analysis obtained from them, and he was honestly of opinion that those invoices were correct within the prescribed limits.

In cross-examination, he said that, notwithstanding a complaint he had received about a former consignment, he had not himself taken steps to have the meal analysed. The risk was the manufacturer's, not his.

Counsel for the defence submitted that the defendant was the innocent victim of circumstances, in the capacity of agent, who never saw the fish meal.

The prosecution, on the other hand, contended that the defendant had not taken any reasonable care to satisfy himself that the invoice was correct, even in the face of a complaint made to him by the same purchaser, in December, in respect of another consignment.

The Magistrates decided that reasonable care was not taken by the defendant, and they imposed a fine of £20, with £10 10s. costs.
