having once taken charge of a case he is bound to give it proper attention until it is time to discontinue his attendance, although he can terminate the relation by giving due notice. In his treatment he is obliged to use reasonable and ordinary care and diligence and to apply a reasonable degree of skill. The skill must be that possessed by the average physician practicing at the time in similar localities and the treatment must be in accordance with the rules of practice recognized in the school of medicine to which the physician belongs. In this respect clairvoyance has been held not to be a school of medicine, but Christian Science has. The physician must give proper directions to the patient as to his care of himself during his illness and in convalescence. The physician must use his best judgment, but that does not excuse him if he fails to use means which are recognized and generally accepted by the profession, a departure from the established practice being made at the physician's peril. These obligations are binding even in the treatment of charity patients. The physician does not guarantee to cure, nor even to benefit his patient. Consent to an operation must be obtained, but the wife may consent for herself, the consent of the husband being unnecessary, though desirable. Autopsies are not permissible without consent except when necessary to determine the cause of death, in which case the coroner should be called on. The right of consent belongs to the husband or wife, then to the children or in the absence of children, to the father, then the mother, then brothers and sisters, according to heirship relations at common law.

Without express contract the binding fee is that usual in the vicinity, unless the physician has been expressly called from a distance. Operations are to be charged at the customary fee, but greater latitude is allowed than in connection with visits. The patient is bound to pay for the visits of a consultant unless the consultant has been expressly notified of a different arrangement.

In order to bring suit the physician must be a legally qualified practitioner, and must prove his license. The next step is the proof of employment; if the physician is employed by the party to whom the services are rendered or by a party who is under obligations to provide medical

services for the patient, then proof of such employment is not necessary. Under such circumstances proof that the services were rendered and accepted will be sufficient; but if the employment is by some third person who is not primarily liable for the services rendered, this step in the case is very important and the character and sufficiency of the proof are matters to be submitted to counsel.

The next step in proving the claim is to show the services rendered; this is a step which is frequently if not usually fraught with difficulty.

Laws have been enacted in many States to the effect that a physician shall not be permitted to testify to information which he shall have acquired in attending a patient in a professional capacity and which shall have been necessary to enable him to act in that capacity. This places the plaintiff in a trying situation, where he cannot testify with any degree of detail regarding the services rendered, and yet he must prove the rendering of the services or fail in his suit. Under such circumstances he will, to use the words of Mr. Justice Hait of the Court of Appeals of New York, be permitted to "testify to his employment, the number of visits made, to the examinations, prescriptions and operations, and if the defendant objects to his describing them, he may testify as to their value."

In giving testimony in proof of the services rendered it will be difficult, if not impossible, when considerable time has elapsed since the rendering of such services, for the physician to testify with sufficient certainty and accuracy as to the items of service without having recourse to his books of account. The question of admissibility of evidence in support of the physician's claim is a technical one upon which counsel must pass, therefore it is not thought advisable to go into the question in great detail. A few words may, however, well be devoted to the manner of keeping books of account. It may upon the trial be necessary to state more or less particularly the nature of each service rendered, therefore the book of original entry should be so kept that by referring to it years after the services charged were rendered, the physician may be able to testify particularly as to each item, and if permitted, describe the character of the services rendered. It

must be remembered, however, that in most States information gained while attending the patient professionally is not permitted to be disclosed in court, therefore in such jurisdictions a book of accounts, which plainly and explicitly states the character of ailment for which the patient is treated, will manifestly be inadmissible. It has been suggested by the writer of this article that this difficulty may be overcome if the physician will adopt a code of arbitrary signs and characters whereby he may be able to describe the ailments of his patients and the character of the services rendered to them in such a way that this portion of the information contained in the book will be wholly unintelligible to all others than himself, and therefore not subject to the objection that it discloses confidential communications. If the accounts be kept in this way, each item being charged separately under the date upon which the service was rendered with a specific sum charged after such item, then the book will be admissible to show dates and amounts, and may also be used on trial by the physician for the purpose of refreshing his memory, and enabling him to testify in detail so far as the law of the particular State will permit.

The foregoing anticipates that the party against whom the suit is brought is still living. Should he be dead and a suit against his estate become necessary, the situation becomes further complicated by the fact that the physician will not be permitted to testify as to any transaction with deceased relative to the subject matter of suit. In such a case, there will be nothing for him to do but submit his books and corroborate them by the testimony of some one else, and indeed, whether the books will be admitted in such a case is not clear, there being conflicting decisions upon the question. When the books are held admissible, and are not so kept as to show the nature and date of each service rendered and amount payable therefor, or when such information is partly recorded in characters unintelligible to others than the physician, then they are subject to the objection that they are too indefinite to prove the account, and are of no value except when supported by strong corroborating evidence. If, on the other hand, the books contained all of these necessary facts in characters intelligible to the court, they would, in States recognizing professional communications as privileged, be wholly excluded upon objection by the opposing party. In cases of this sort the person most frequently capable of corroborating the physician's books and testimony is his wife; but is her evidence competent? At common law the wife is not permitted to testify for or against her husband in a suit to which he was a party. This rule is now altered by statute in most States but still remains a law in a few. In those States in which the wife is competent as a witness under ordinary circumstances, the courts are divided upon the question whether she will be permitted to testify when the other party to the suit is dead or insane, the courts of Maryland, Mississippi, Nebraska, New Hampshire, New York and South Dakota holding that she will; the courts of Illinois, Indiana, Iowa, Maine, Pennsylvania and West Virginia holding that she will not be permitted to testify.

Examination Without Consent. In a review of various medicolegal matters G. Williamson[1] says that in the case of a maidservant being sent to her employer's doctor to be examined, the doctor must be very careful that the maid consents to the examination. The case of Latter *vs.* Braddell and Wife and Another is a good illustration of this. Latter was a maid in the employment of the Braddells. Mrs. Braddell, thinking the girl was pregnant, accused her of it, and on the girl's denial had her subjected to a medical examination. The girl apparently made no objection to the examination, undressing and lying down quietly to be examined. She afterwards brought an action against her master and mistress and the doctor. The case was first tried at the assizes, but the jury, being unable to agree, were discharged. The case was next tried before Mr. Justice Lindley, who withdrew the case as against the Braddells from the jury, and as against the doctor, instructed them that they must be satisfied that the girl had been overpowered by force or by threat or terror of actual force. The evidence was against this being the case. On the case coming before the Court of Appeal, Lord Justice Bramwell upheld the instructions given to the jury by Mr. Justice Lindley, and thought there had

(1) Edinburgh Medical Jour., December, 1908.

been no evidence that the girl's wish had been overborne by violence or threat. Lord Bramwell added that he thought the doctor had acted kindly throughout, but stated that the wish of the master and mistress was no authority in the eye of the law for a doctor to examine a patient against her consent. His lordship was of opinion that the proceeding was altogether a high-handed one.

Williamson suggests that *cases will soon come up in connection with the law for medical inspection of school children,* as he does not think that a medical officer has any legal right to enter a school and examine these children without the consent of the guardians or parents.

Operation Without Consent. Williamson[1] continues from the preceding article with the citation that an operation done on a minor without the guardian's consent or on an adult without expressed personal consent would be an assault. Before operating on a married woman, it is well, if possible, to have the husband's consent also, but it has been decided that a husband has no power to withhold from his wife the benefits of such surgical treatment as her case requires. But supposing during an operation a surgeon discovers something more than he expected, which, in his judgment, calls for a more extensive operation than he anticipated, and for which he has not got the patient's consent, what shall he do? Probably, in the absence of any distinct instructions from the patient or guardian limiting the extent of the operation, he would be exculpated if he exceeded his instructions. The verdict in the case of Miss Beatty *vs.* Cullingworth supports this view. In this case the surgeon had distinct instructions from his patient, given on several occasions, that if one ovary was found to be diseased and the other healthy, the diseased one was to be removed; if both were found to be diseased, neither was to be removed. Even at the last moment when Miss Beatty was on the operating table, she repeated these instructions, and the answer was, "You must leave yourself in my hands; I know your wishes. I shall not remove more than I can help." She then quietly lay down and took the anesthetic. Both ovaries were found diseased and both were removed. The jury found that she

(1) Edinburgh Medical Jour., December, 1908.

had given tacit consent. Mr. Justice Hawkins in his charge to the jury said: "If a medical man with a desire to do his best for his patient undertook an operation, he should have thought it was a humane thing for him to do everything in his power to remove the mischief, provided that he had no absolute instructions not to operate." Although there is no doubt that Dr. Cullingworth did what was best for his patient, I think there is as little doubt that he committed a great error of judgment. Clearly his course was either to respect the instructions of his patient or to decline to operate under any such restrictions. In a recent American case a surgeon told a lady that she required to have a slight operation. She gave her consent, and he performed a hysterectomy. The patient sued the surgeon, and the court, expressing the opinion that a surgeon was not entitled to remove any organ without the patient's complete concurrence, awarded substantial damages.

Anesthetist's Liability. A. D. Cowburn[1] discusses as follows the relative responsibility of the surgeon and the anesthetist:

There does not appear to be any recorded case in England in which either criminal proceedings for culpable negligence or a successful civil action has been brought against a medical man on account of a death resulting from or occurring whilst under the influence of a general anesthetic, which is probably the reason why no authoritative ruling laying down the exact degree of responsibility attaching to the operator and the anesthetist respectively has ever been given. In all probability each case would be left to the jury to be decided in the light of the particular circumstances, but as the question has been the subject of much recent discussion the following observations, though unsupported by direct authority, are submitted for consideration.

It is well understood in the profession that the administration of an anesthetic is a grave and responsible duty requiring undivided attention and unremitting vigilance on the part of the administrator, who, as such, has nothing to do with the operation *per se,* except in so far

(1) British Medical Jour., June 12, 1909.

as it affects the administration. If negligence be proved in respect of such administration, the medical practitioner actually administering the anesthetic is liable, not the surgeon who is engaged in the operation. But if the surgeon take upon himself to decide the particular kind of anesthetic to be employed, or the apparatus to be used, or the amount of anesthetic to be administered, he would probably be held jointly responsible with the anesthetist for any unfortunate result to the patient—assuming negligence to be proved. Liabilities as against the administrator might arise from omitting the duty of careful physical examination, of previous appropriate preparation, or from leaving the patient before the administrator has had reasonable grounds for assuring himself that the case could be so left in safety.

Liability, it is apprehended, might also arise from committing the irregularity of assisting the surgeon while engaged in the administration of the anesthetic (urgent necessity excepted).

But where a nurse or student is engaged in the administration of an anesthetic under the direct supervision of a medical man, there (it is apprehended) the relationship of master and servant exists, the nurse or student being under the direct control of the medical man as to method, quantity and kind of anesthetic employed; hence the qualified man is responsible. Where circumstances compel an operator to accept the services of an unskilled or non-professional person, the operator must take the entire responsibility of the administration.

It is customary, though not the invariable practice, for the surgeon to select the anesthetist, and generally control the procedure of the operation. If an operating surgeon can be properly charged with selecting an anesthetist who has not had sufficient experience to enable him to give the anesthetic properly, in case of a fatal result the surgeon might be held liable.

But apart from gross negligence, which is probably of the rarest occurrence, it is submitted that attempts to make medical practitioners liable to legal consequences for deaths occurring while an anesthetic is being administered would damage humanity at large.

A German Decision Against Eddyism. Our age is rich in contrasts. In spite of the great enlightenment in the field of religion, mysticism flourishes today more than ever, and to this latter circumstance is owing the introduction and spread of Eddyism in Germany. In spite of repeated exposures by the press, the representatives of this form of quackery still find believers who seek the help of God for the removal of disease in return for money payments to his unworthy representatives. Lately a Berlin court has expressed itself in no ambiguous terms regarding Eddyism, and the decision, which shows an unusually accurate conception of the matter, even for a judge, should be widely known.

A laborer of that city whose wife and child had been treated unsuccessfully by a prayer healer sued for the repayment of 60 marks which he had paid for the treatment. Although the lower court dismissed the suit, the higher decided that the prayer healer must repay the 60 marks with interest. In the decision it was emphasized that the contract which the complainant had made with the prayer healer was against good morals. It would be completely incompatible with healthy social conditions if judicial recognition should be given to contracts by which one party, for a stipulated sum, should make use of his pretended intimate relations with the deity in order to induce a pretended intervention of supernatural power in the life of other persons. The belief that there is some power of special divine grace for healing the sick may exist in certain circles. But laying claim to such a healing power in connection with the exercise of a trade for making money based on such healing power is contrary to the general moral sentiment and can not demand the protection of the courts. Moreover, the public interest in a regular system for the care of health is endangered if, by the influence of Eddyism, patients are deprived of suitable and timely treatment by physicians who should be the chosen guardians of the public health.

Aside from the fact that by this decision the attention of the public is called in a highly satisfactory manner to the physician as the true helper in case of sickness, many Eddyite adherents may find themselves obliged to give

up their business. For if their patients can demand their money back and enforce the demand by law, they will hesitate to spend their time and apply the power of their prayers at such risks. In the interests of public health it would be very gratifying if the decision quoted should have so favorable a result.

WORKMEN'S COMPENSATION.

W. H. Allport[1] reviews the history of legislation with regard to industrial accidents. He shows the inapplicability of the doctrines of common law to the conditions of modern industry and presents the following summary of the English law for workmen's compensation:

Any workman sustaining an injury or contracting certain diseases in consequence of employment may demand compensation from his employer under this act. But should he choose, he may proceed—if the employer has been guilty of personal or wilful negligence—by civil suit under the common law, or under the Gladstone act; and should he lose his civil suit he may still seek compensation under this act of 1906. The act does not bar proceedings against employers to assess fines for violation of other laws (in this respect the act bears a strong resemblance to the laws of many continental countries).

Ample provision is made for the adjustment of compensation, either by previously arranged agreement, by arbitration or by the stipulations of certain approved friendly societies. Arbitrators are appointed by the county courts; medical referees are appointed by the secretary of state. These fees are paid out of a fund provided by a separate act of parliament.

Contracts to relinquish claims for prospective personal injury are void.

Unless the employé is seriously injured, or dead, he or his heirs cannot recover for injuries due to wilful or flagrant misconduct.

Employers must make returns to the secretary of state of all accidents and the compensations allowed therefor.

The plaintiff's attorney—if one is employed—has no

(1) Chicago Med. Recorder, August and September, 1909.

lien on the amount recovered, and the county court under whose jurisdiction the arbitration takes place decides his fee.

"Workman" means any person working continuously in the service of an employer, whether by way of manual or clerical work, or otherwise, provided he earns less than £250 yearly. Only those performing manual labor are included if their earnings are over £250, and casual employes, police officers, out-workers and resident members of the employer's family are excluded.

An examination by a medical referee is a *sine qua non* in all cases occurring under this act. The examination may be repeated, if necessary, at proper intervals.

In case of death through accident, the dependents of the workman receive not less than £150 or more than £300, the amount paid being estimated on the basis of three years' average wage. In case of total or partial disability the workman receives up to 50% of his average weekly earning capacity, but not to exceed £1 per week. The amount to be paid for partial disability is decided by the arbitrator after taking the opinion of the medical referee and other qualified experts. Where a weekly payment has been continued for 6 months or more, the employer may elect to cancel the same by payment of a lump sum yielding an income—if invested in the Postoffice Savings Bank—equal to 75% of the annual value of the weekly payments. This is optional with the employer. The entire burden of those payments falls on the employer, although the employé may increase the payments by approved insurance, and the employer may protect himself by the same method. All death payments are made to, and handled by the county courts, and the courts are empowered to administer and invest these funds in such manner as they see fit.

Ample provision is made for the enforcement of all the stipulations of this act and for preference of pension claims in case of insolvency of the employer.

The French law comprises 4 titles and 34 articles and applies to all machine-driven industry, except such as is moved by man or animals, and provided the work of the injured employé is interrupted for more than 4 days.

Two thousand four hundred francs is the maximum full earning capacity which can be used as the basis of compensation; any excess of earnings beyond 2,400 francs is computed at one fourth of the excess. For total and permanent disability, the workman receives a pension equal to two thirds of his salary computed as above. For partial or temporary disability, he receives one half of the reduction in his wages caused by the injury. Cost of surgical attendance is paid by the employer.

In case of death, 100 francs is allowed for funeral expenses; the wife secures a pension of 20% of the estimated wages of the deceased, and the orphans receive 40% for the loss of one parent, and 60% for the loss of two. The dependent relatives of a workman without wife or child may receive 30%.

All pensions are payable quarterly and cannot be assigned or seized. Revision of a pension is allowed after 3 years, on proof of change in the degree of disability. The payment of a pension is guaranteed, either through turning over the capital necessary to produce it, or through insurance—approved by the state—in mutual insurance societies, or unions of employers, the former within the large establishments and participated in by both employers and workmen, the latter similar to the trade groups of the German empire. These insurance contracts, however, are very strictly supervised by the government and any waiver of rights is absolutely barred.

Certain objections have been made to the laws as last modified: 1. The law does not specify exactly what are—and what are not—industrial accidents. This failure of exactness has given rise to many disputes over hernia, varicocele, piles, varicose veins, etc. 2. It makes no provision for accidents producing injuries not resulting in loss of earning capacity,—such as, disfigurements, deformities, painful conditions, etc. 3. It tends to discriminate against the employment of married men through obliging employers to pension their survivors.

The Workmen's Insurance system of the German empire is organized as a bureau of the Department of the Interior. Each State of the Federation has also its own Bureau of Insurance controlling industries located entirely

within the State. The method of operation of the State Bureaus is identical with that of the Imperial Bureau.

The Imperial Industrial Insurance Bureau is composed of a president, with two directors and a number of other officials appointed for life by the Emperor, and four directors selected periodically from the Bundesrath to represent the workmen. The Bureau has charge of the details of the system—collects statistics, makes rules and reports, and serves as a court of final appeal.

Operating under the authority of the Bureau are the "Courts for Industrial Insurance Claims," composed of one government official and two representatives each from the employers and the workmen. These courts have jurisdiction over all cases not settled by the trade committees, but in certain cases their decision is not final and appeal may be taken to the Bureau.

The investigation of accidents is made by the police and reported to the Bureau, and it is also the duty of employers to report all accidents, failure to do so promptly entails a heavy fine.

There is no trial by jury and the court takes testimony somewhat as an investigating body, unsually without the intervention of attorneys representing either interest. The court is authorized to appoint medical examiners and experts, and the examination cannot be refused. Awards, pensions, allowances and expenses are paid promptly by the Postoffice Savings Bank, on vouchers issued by the courts or by the trustees of the trade groups. The bank is reimbursed once a year by the trade organizations, without payment of interest charges, in the manner indicated in a subsequent paragraph.

The various industries are organized into *groups of trade units* based on a careful study of their co-efficient risk, and the common interests of each group are in the hands of trustees, who collect fines and assessments, disburse money, make reports, recommend rules and serve as the medium of intercourse not only between the trade groups and the Bureau of Insurance, but also between the employers and the trade unions. The groups, although possessed of a certain limited internal autonomy are under the direct supervision of the bureau. Operating under and reporting

to the trade groups are committees, whose duty it is to adjust questions of minor injury and who coöperate with the surgeon and with representative committees from the workmen in the determination of extent of injury and proper period of disability.

Should no agreement be reached between the injured workman and the trade committee, the case is carried before a Court of Industrial Claims, having full authority to call lay and expert witnesses. Inasmuch, however, as questions of negligence never arise, except where its extreme criminal character sends the case before another tribunal, the duty of the Insurance Courts consists largely in a determination of the injury and the extent of disability arising therefrom.

The amount of assessment—including both the annual liquidation and the contribution to the reserve fund—paid by the trade groups and by the industrial units comprising each group, is determined by the Bureau, after a periodical study of the statistics and of the annual liquidation with the Postoffice Savings Bank. The groups are allowed to graduate assessments against members according to the statistical records of each member, and danger classes are authorized, in which are included especially dangerous trades, as well as those industrial units whose accident statistics are high. A transfer of a trade unit can be made from a higher to a lower class if it can be shown that his statistical record for a given period warrants such transfer.

In order to stimulate still farther the effort to reduce the number of accidents, committees representing both employers and workmen are designated to coöperate with the Bureau in the preparation of rules and penalties for the prevention of accidents. These rules have full legal force. Fines go into the fund for insurance against sickness.

Should a trade group be called on to pay indemnity for an injury sustained through the carelessness, negligence or intent of one of its units, which has been proven in the Criminal Court, or which the group through its authorized representatives has been able to demonstrate, redress is allowed the organization against the trade unit by which the former is reimbursed for any money paid out

to meet the unusual loss. This redress applies, however, only to proved criminal negligence or intent of the employer himself, and not to that of his representatives. Since such damages may have to be liquidated by the payment of a lump sum, trade groups are allowed to take out private insurance against these unusual losses.

For all those workmen earning 2,000 marks and under by manual labor, insurance in a Sickness Insurance Fund is compulsory and guarantees protection against sickness, old age, invalidism and against the first 13 weeks of disability resulting from injuries. To this fund the workmen contribute $\frac{2}{3}$ and the employer $\frac{1}{3}$. During 4 weeks of his disability the workman receives from this fund 50% of his average wage for total disability and a proportionate amount for partial disability. If disabled for more than 4 weeks, to this amount paid from the Sick Fund is added $16\frac{2}{3}$% paid by the trade group (employer) up to the end of the thirteenth week. During this period the expense of medical and surgical care is paid out of the Sick Fund.

Insurance against accidental injury is compulsory for all those earning 3,000 marks or under by manual labor. Assessments to meet the requirements of this fund-reserve, administration, pensions, death losses, surgical and funeral expenses and weekly indemnities beyond the fourth and thirteenth weeks of disability are levied altogether against the employers and are payable at the end of each year by the units to the trade group and by the latter into the Postal Savings Bank on receipt of a yearly statement of moneys disbursed. The government through the Postoffice Bank thus becomes the guarantor of the scheme. Disbursements are made by the bank, in advance of the yearly assessments, upon presentation of suitable vouchers from the trade association, from the courts or from the Bureau of Industrial Insurance. The bank charges no interest; and no money, beyond the reserve fund, is tied up in advance to meet the payments.

For all injuries received during employment—regardless of ordinary negligence or any former liability under the common law—the workman receives compensation; unless the disability is not more than 3 days, or unless it arises in consequence of gross negligence or an illegal act—in

such latter cases the compensation may be either refused or reduced.

After the thirteenth week the employer—or the trade group—meets the entire disability expense. For total disability, the employé receives 60% of his average wage if under 1,500 marks; if over 1,500 marks he receives compensation based on 60% of 1,500 marks plus one-third of the excess. If the injured employé is helpless he may receive up to 100% of his average wage, especially if he was entirely innocent of the cause of his disability. For partial disability, an estimated payment is made, based on the amount of disability, and the latter is not held to be represented strictly by loss in earning capacity (e. g. hernia, piles, one finger, etc.).

If he wishes, the injured party may elect to be maintained at a hospital or home for disabled. Pensions up to 15% of the average earnings may be paid off *en bloc* through the Postoffice Savings Bank, by estimating the value of a principal producing the given pension.

Funeral expenses are paid by the trade group (employer) and are graduated from a minimum of 50 marks up to one-fifteenth of the average annual earnings of the dead workman.

Death pensions are payable to dependent heirs up to 60% of the annual wage, if the latter is less than 1,500 marks. If over 1,500 marks, only one third of the excess is taken in making the computation. The wife's pension is 20% or more, and the balance may go to children, needy dependents, and grandchildren.

Only under certain conditions, and in especial cases where permission is given by statute, may private insurance be taken out. In the small industries, not joined to the trade groups, such insurance is permitted, and the groups may insure themselves against certain claims arising through extra hazard, or through prosecution of their units for criminal negligence, etc. But no insurance company or its agent is allowed to take part in the settlement, or in any way to come between the parties to the dispute.

Should changes arise in the condition of a workman receiving a pension, which are attributable to the injury upon which the pension was originally based, the amount of the pension may, after 5 years, by an order of court and after suitable investigation, be increased or diminished.

Suits conducted under the ordinary processes of civil law are barred from the Courts for Industrial Claims, except only where such arise through disputes over the division of awards, family rights, etc. The insured workmen have their own trade organizations (trade unions) and are not represented in the incorporated trade groups of employers. In the preparation of regulations, etc., designed to secure better protection against accidents, workmen's committees meet committees from the employers and the representatives of the Insurance Bureau.

CRIMINAL ABORTION.

W. B. Dorsett[1] calls attention to the frequency of criminal abortion and to the fact that the laws are not yet sufficiently explicit to secure the conviction of the abortionist. The indifference of the clergy, of the press and of society in general throws an added responsibility on the medical profession. He cites a statement of Justice John Proctor Clark to the effect that 100,000 abortions are annually committed in New York and to an estimate of Dr. C. B. Bacon that from 20 to 25% of all pregnancies terminate in abortion and that of this per cent one half are from induced abortion. Dorsett proposes two remedies: 1. The obligatory teaching of medical jurisprudence and medical ethics in its true sense in our medical colleges. This should be statutory, and medical examining boards should be empowered to enforce the laws of their States and to declare all schools not requiring a full course in medical ethics not in good standing and their graduates ineligible to practice medicine. 2. The enactment of good and sufficient laws and the amendment of insufficient laws now on our statute books.

PROPRIETARY MEDICINES.

The nostrum problem is discussed from the standpoint of the country physician by H. H. Pattison.[2] He does not

(1) Jour. Am. Med. Assoc., Sept. 19, 1908.
(2) Ill. Med. Journal.

attempt a definition of nostrum or proprietary, but considers that those preparations which have a definite formula and are not advertised to the laity are permissible. Phenacetin for instance is a substance having a definite composition and official in the U. S. P. under the name acetphenetidin. When prescribed under this name the substance obtained is not always of good quality. When a prescription for the official substance will not bring good results the author considers it good practice to use the coined, proprietary name. The physician can not always work out his own formulæ unless he has an exceptional knowledge of pharmacy, and hence his need has been supplied by the adoption of standard formulæ in the U. S. P. and National Formulary. These formulæ are standard and supply almost all the needs of the physician; they have the great advantage that physicians can consult intelligently with each other and one can get medicines of the same composition and quality in any part of the country. Because physicians were not ready to write individual prescriptions for every case and because pharmacists were not always able to manufacture the official preparations, manufacturing pharmacists have undertaken to supply these formulæ and preparations slightly modified so that they could be controlled by the special manufacturer. This has led to a great multiplication of such compounds and mixtures and to a tendency on the part of the physician to accept the advice of the detail man and the manufacturer as to the proper treatment of many diseases. Dispensing on the part of physicians has had the same tendency to make the physician merely a dispenser of ready made preparations.

[The remedy is naturally that the physician should attain the ideal position in which he will not use any remedy whose composition he does not know and which he has not determined by careful study to be best suited to his patient's condition and will insist on his patient getting it from such a source as will ensure its being of good quality. In some cases he will need to specify a certain manufacture, sometimes he will do best by getting it of his local pharmacist; sometimes the best way is to dispense it himself.]

THE MEDICAL PROFESSION IN EUROPE.

The following statements regarding conditions in Europe and the problems which occupy the attention of the medical profession there are derived from the foreign letters of the *Journal of the American Medical Association,* and as these letters are unsigned, are credited simply to the *Journal.*

Organization of the Medical Profession. The physicians of Europe are organized both legally and socially. The public organization, which is regulated by law, has control of many matters of ethics which here are left to voluntary associations. The following description of the organization in Germany will give an idea of the scope of these regulations:

"The German empire is a federation of states which recognize the German emperor as their federal head in matters pertaining to the empire at large and as commander in war, but other affairs are regulated by each state for itself. For this reason the public organization of the medical profession is not exactly the same for the entire German empire.

"In Prussia the laws provide for *a medical council,* the *Aerztekammer,* in each province. Its functions embrace the discussion of all questions and affairs which concern the medical profession or the public health. The local authorities are directed to give medical councils opportunity to express their views on appropriate questions, especially those which concern the public health. The members of the medical council are elected by the medical voters of the province in good standing. Elections occur every 3 years, and one representative in the medical council is elected for each 50 physicians who have the right to vote; the council elects its own president. Each medical council has the right to appoint a delegate to the several official medical bodies, including the National Scientific Commission for Medical Affairs. Each medical council is empowered to require from the physicians entitled to a vote within the council district a yearly contribution for defraying its expenses. The amount of this contribution must be approved by the governor of the province. In the province containing Berlin the assessment is $2.50 for each physician