

**Via medica : a treatise on the laws and customs of the medical profession in relation especially to principals and assistants ; with suggestions and advice to students on preliminary education.**

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—  
*LANGLEY.*

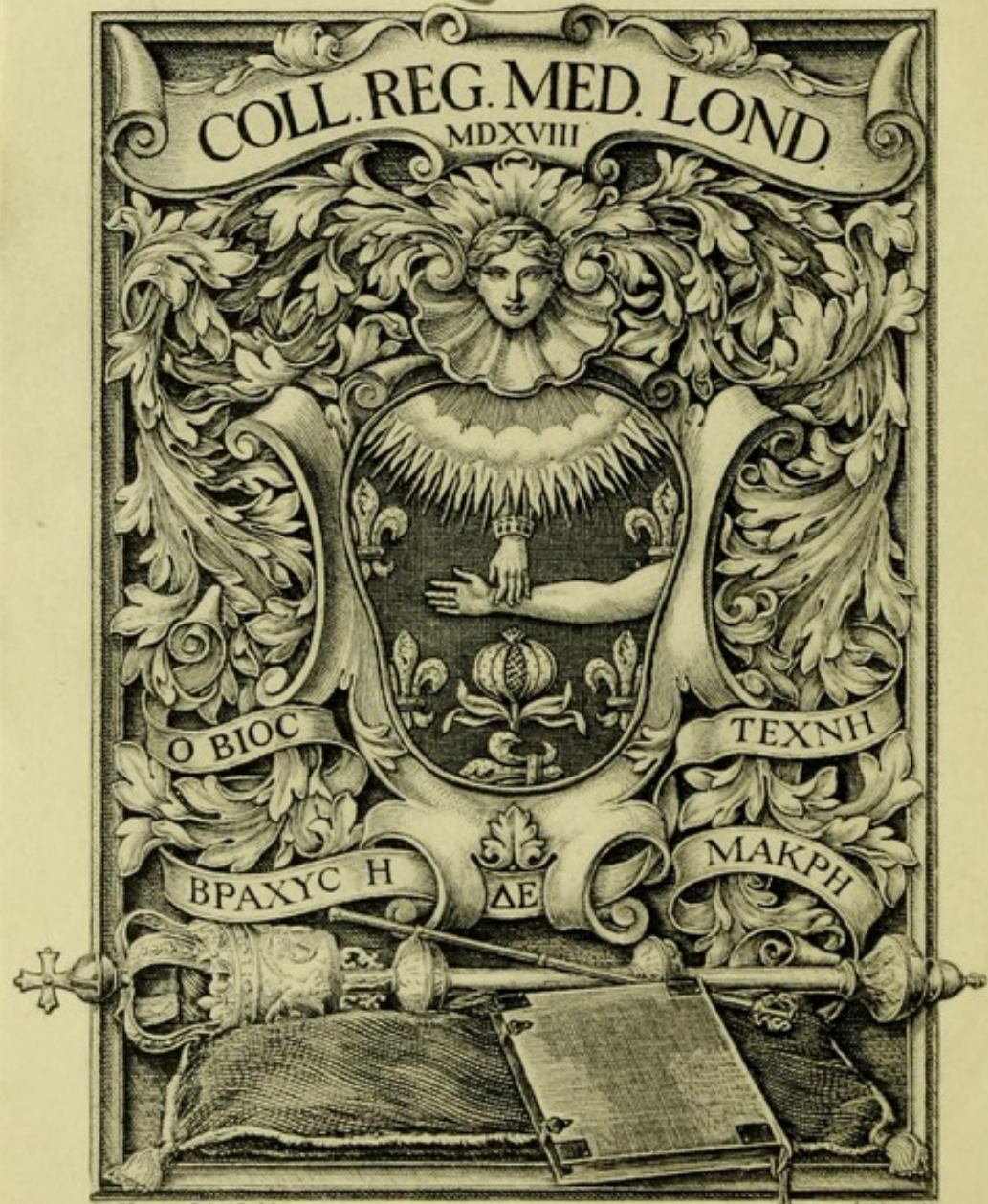




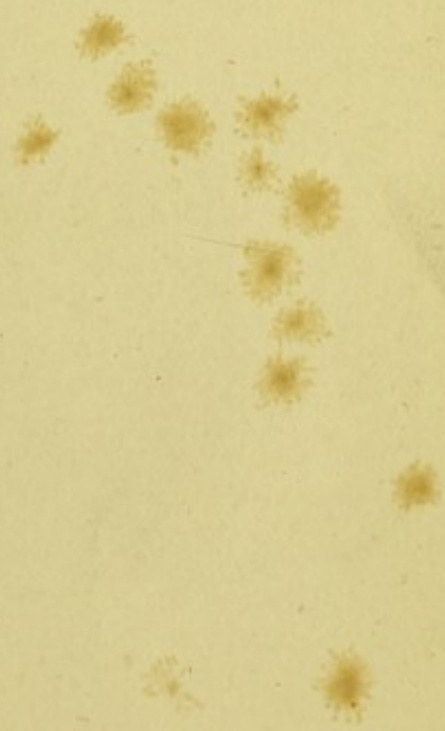
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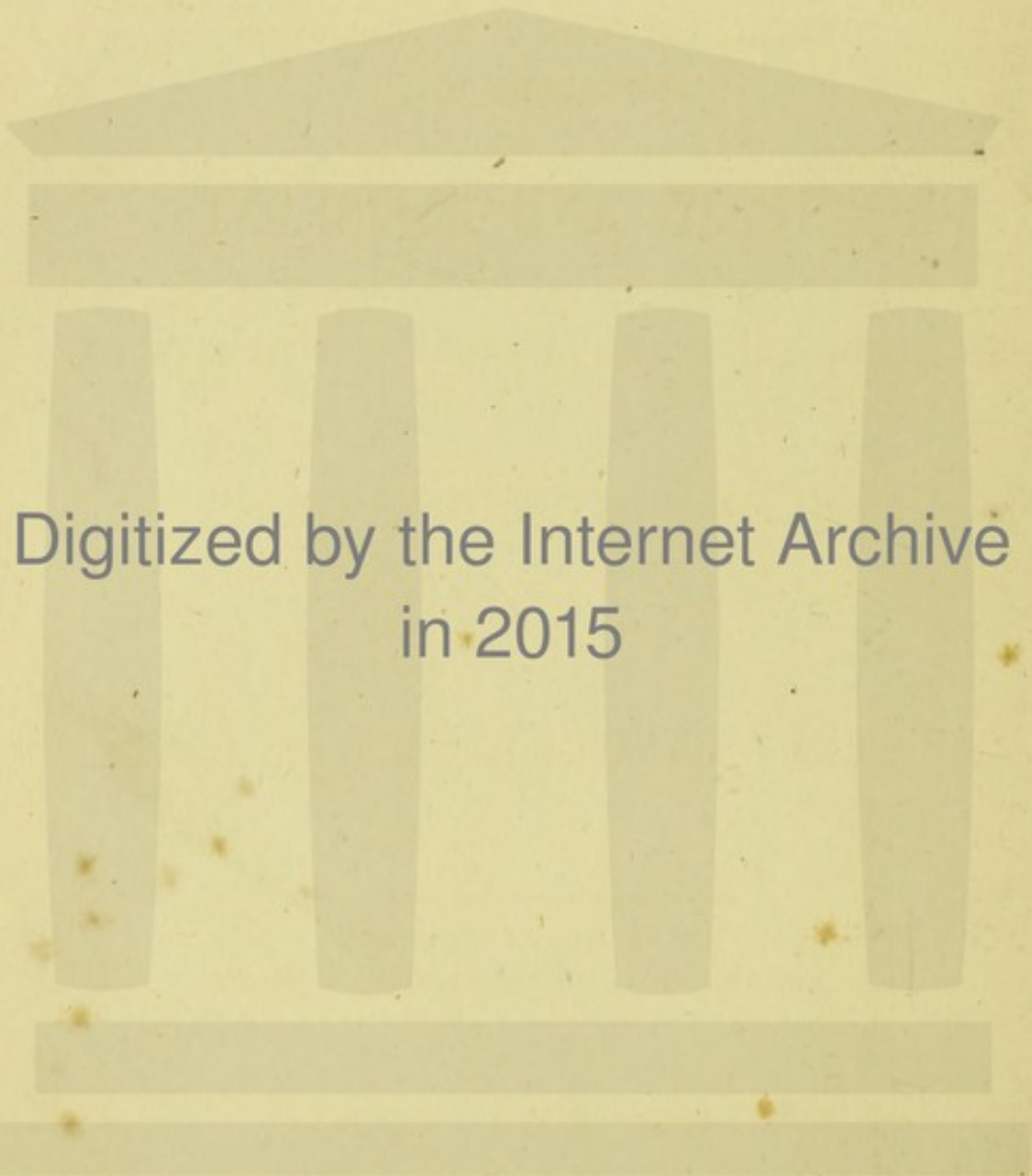
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# VIA MEDICA:

A TREATISE ON THE LAWS AND CUSTOMS OF THE  
MEDICAL PROFESSION IN RELATION  
ESPECIALLY TO

PRINCIPALS AND ASSISTANTS;

WITH SUGGESTIONS AND ADVICE TO STUDENTS ON

PRELIMINARY EDUCATION.

BY

J. BAXTER LANGLEY, M. R. C. S., F. L. S.

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“Vir bonus et sapiens dignis ait esse peratum:  
Nec tamen ignorat quid distent sera lupinis.”—HORACE.

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THIRD EDITION.

London:

R. HARDWICKE, 192, PICCADILLY;

OR OF THE AUTHOR.

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1871.

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# DEDICATION.

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TO

PROFESSOR PARTRIDGE, F.R.C.S., &c.,  
THE WORTHY PRESIDENT OF THE ROYAL COLLEGE  
OF SURGEONS,

MY OLD TUTOR IN ANATOMY,  
WHO, WITH A HAPPY ART, COMBINED THE POWER OF  
SUSTAINING THE ATTENTION OF HIS CLASS AND  
OF CREATING A DEEP PERSONAL AFFECTION AMONGST  
HIS PUPILS, AND THE RECOLLECTIONS OF WHOSE  
DEMONSTRATIONS ARE ASSOCIATED WITH MANY  
PLEASANT MEMORIES;

THIS WORK IS INSCRIBED WITH THE SINCERE  
REGARD OF ONE OF THE OLD STUDENTS AT  
KING'S COLLEGE.

*The Author.*

50, LINCOLN'S INN FIELDS, LONDON.

*July 1st, 1867.*

1871

THE  
OFFICE OF THE  
SECRETARY OF THE  
NAVY  
WASHINGTON  
D. C.

1871

# C O N T E N T S.

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## INTRODUCTION.

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“How to commence the study of medicine” is a problem which presents considerable difficulties to parents, guardians, and the earnest youths who have an inclination to devote themselves to the healing art. The want of an introductory manual which should treat of the preliminary education of the student, and indicate how, even under the most unfavourable circumstances, he can advance himself before he begins to walk the hospitals, has long been felt, although the addresses delivered at the opening of the winter sessions of the medical-schools contain frequent allusions to such topics. Practically the advice then comes too late. The writer has attempted to meet this want, and to supply to the parent, guardian, and student, the information which they require, and which cannot be given within the compass of a letter in answer to their enquiries. In this volume he has endeavoured to show how the pupil-assistant in the country may prepare himself for his

future studies, and advance himself *before he begins to attend lectures*; but the work would not have been complete without an exposition of the legal relations of the assistant and principal, because in a large majority of instances, it is through pupilage and assistantship that the student enters upon his medical career. Moreover, experience has shown that great misapprehensions prevail as to the customs and laws affecting those relations, upon which it is for the common good that practitioners requiring the aid of a junior should be better informed.

The customs of the medical profession are peculiar, and the legal relations between the principal and his assistant differ considerably from those recognized under ordinary circumstances between masters and servants. The domestic servants, and even the traders' assistants, possess little or no influence over the persons with whom their duties bring them into contact, and if they leave one situation to-day to take another in the locality to-morrow, their employers, as a rule, offer no objections, and do not experience any real or imaginary grievance. The farm labourer may work for Squire A this week and

farmer B the next without any breach of good faith to either. The most highly skilled artisan may pass from employment in one factory to take another appointment in the immediate vicinity without injury to his late employer; and even the tutor or the governess pass from family to family in the same neighbourhood without any objections from those who have enjoyed the advantage of their services. In the solicitor's office the clerks rarely come in contact with the clients, or when they do so, they appear, not as "dispensers of law," or as legal advisers, but in the performance of some subordinate duty which gives little or no opportunity of displaying their legal knowledge, or gaining such influence over the client as to be able to transfer his business to some other attorney if the clerk changed his place of occupation.

With the medical assistant the case is very different. The connexion between the practitioner and his patients is—or is believed to be—more sensitive or delicate than that existing between any other professional class and its clients. The general public do not sufficiently estimate high medical

culture and the value of enlarged observant experience. Many persons regard the art of healing to be an intuition, not an acquirement by laborious study and investigation; indeed they practically assert:—“*Medicus nascitur non fit.*” Great value is attributed to drugs which are to be swallowed; the skill required in the discovery of the nature and extent of the disease, or in the selection of the curative means, is overlooked; and hence, as the dispenser compounds the medicine, he is supposed to be as wise as the master who prescribed it. On the other hand the reputation of the surgeon may be imperilled by the carelessness or ignorance of an assistant; the right medicine may be sent with incorrect directions as to dose or mode of administration, or a lotion may be labelled as a mixture, or the pills intended for one patient to whom they might be suited may be sent to another to whom they might prove fatal. Even the moral character of the medical assistant will affect his employer’s connexion, for it is obvious that respectable families will not admit to their circle a man who is known to be dissolute; such an assistant might almost ruin a good obstetric practice. Hence

it follows that in no other occupation of civilized life is the principal so dependant upon his subordinate, and in no other can the *employé*, if dishonourable, secure such dangerous influence over the *clientelle* of his employer. In no other occupation is the master so directly held responsible for the ignorance or incapacity of the servant; and in no other are the customary and legal relations between the parties so various, or the equitable conditions so complicated as in the medical profession.

The writer of these pages has had peculiar opportunities of knowing the customs existing in England relating to medical gentlemen and their assistants. Having been engaged himself in early life as an assistant, he can estimate the difficulties and hardships which beset that position; subsequently, as an employer, he learned by experience the trials which attach to the opposite relation; and, lastly, from the experience gained in the conduct of the Professional Agency—with several hundreds of appointments passing through his hands every year—he is able to write what he believes will prove a useful and authoritative book upon a subject never before treated.

In addition to these personal opportunities he has had also the kind co-operation of professional friends in law and medicine, to whom—especially to one in a high official position—his warmest thanks are due.

The first edition was received by all the medical press and the profession with a favour which the Author had not been led to expect, and two large impressions have been sold out in an unprecedently short period. In the meantime some alterations have been made in the law of master and servant, and a summary of these amendments, so far as they apply to the relation of principals and assistants, has been introduced to make the work authoritative up to the latest date. The new Pharmacy Act applies chiefly to Chemists and Druggists, but a reference to its provisions will be found in the present edition.

## CHAPTER I.

MEDICAL PRACTITIONERS—THEIR VARIOUS MODES  
OF PRACTICE, &c.

IN the profession of medicine there are many different grades. These do not wholly depend upon the degrees or legal qualifications which they hold, but upon the modes of practice adopted by the practitioners themselves. Thus we have what is known as the "pure" physician, in private or in consultation practice; the "pure" surgeon, in similar divisions; then we have the general practitioner, dispensing and non-dispensing; below these the surgeon-apothecary, with an open surgery, but not a retail shop; and then the surgeon-chemist, who adds to his professional work that of a chemist's shop, with dentistry, or even becomes a retailer of fancy articles, scents and cigars. One gentleman, holding only the Membership of the Royal College of Surgeons, with the License of the Society of Apothecaries, may step at once into the front rank of practice as an operator or specialist, whilst another, with half-a-dozen titles,

honours of all kinds, medals, &c., never achieves more than a limited reputation in practice, although his knowledge may shine with brilliancy at the meetings of the learned and scientific societies of which he is a member. Dr. A. succeeds as a pure physician in the most pleasant walk of practice, whilst another is tied to the wheel of drudgery in the most irksome kind of professional labour.

It is necessary to refer to these various grades and different departments in the profession of medicine, because they will be referred to hereafter in defining the parties to the contracts of which I shall have occasion to write. It is, moreover, desirable to show at once what classes require assistants and what do not. As a general rule, it may be stated that the more personal a connexion becomes the less requirement there is for help, and the more difficult it is to utilise it. Amongst the prescribing physicians of England, who write prescriptions, visit their own patients, and who dispense no medicine, the employment of an assistant is quite exceptional; a subordinate could not be introduced to the patients, nor would he be received by them. The consulting physician sometimes employs a clerk or secretary to assist him in some of his scientific, literary, or statistical work; but that would be the only aid he would require. In great cities and large towns the extremes of professional life are found, for in such

places only is there scope for the consulting physician or the "pure" surgeon, whilst, on the other hand, it is in such places that the surgeon-apothecary feels the greatest necessity to protect himself against the encroachments of the druggist by opening a retail medicine-shop in self-defence. Hence, in such densely-populated localities, the general practitioner, with a private surgery, is comparatively scarce. On the contrary, in the country districts, small towns, and in the suburbs of large ones, the whole medical practice is conducted by general practitioners, who dispense their own prescriptions at their own residences. These facts have an important bearing upon the subjects treated in these pages, because, as the result, it will appear that in London and the great centres of industry there is little demand for assistants, except in open apothecaries' shops, or retail drug-stores kept by qualified men. In such a business, a peculiar knowledge of prices and special aptitude is requisite; and such engagements, as a rule are unsuited for gentlemen intending to qualify as general practitioners, or study for the higher walks of their art. Moreover it is questionable whether under the new act for regulating the sale of poisons (31 & 32 Vict. c. 121) any assistant who is not a duly qualified apothecary or a chemist registered under the Pharmacy Act (15 and 16 Vict. c. 56) can act as assistant in an open surgery or dispensary

where the retail trade in drugs is carried on, even although his employer may be an apothecary or a pharmaceutical chemist registered according to the present law. It is probable that this act for the regulating of the sale of poisons may be amended and perhaps some of its provisions relaxed, but the obvious tendency of such legislation is to restrict the retail sale of drugs to chemists and druggists who have passed an examination.

The general practitioner in the country who holds parish and club appointments cannot carry on his practice, if he have a considerable one, without an assistant to dispense his medicines, keep his books, attend to the surgery during the absence of the employer, and take temporary charge of urgent cases till the principal returns. This is the large class with whom nine-tenths of the engagements are made for young gentlemen intending to follow the healing art as a means of livelihood.\*

\* Scarcely a week elapses during which I do not receive a letter from well qualified gentlemen—more frequently from Scotland or Ireland—asking if I can obtain for them an assistantship in a high-class practice where there is no dispensing and no cheap clubs or poor-law practice. Such appointments may be said to have no existence except in the imaginations of those who wish for them. As constantly also come applications from gentlemen seeking engagements *in London*, where, they seem to think, the best salaries are to be obtained, and where qualified assistants are most in demand; the very reverse is the case.

## CHAPTER II.

## MEDICAL ASSISTANTS.

FORMERLY every young man who entered upon the study of medicine with a view to practise in England as a general practitioner was obliged to pass through a term of apprenticeship, more or less rigorous as his master was tenacious or the reverse: and, indeed, no one could act as an assistant to a surgeon-apothecary without passing an examination and obtaining the license (55 Geo. III. c. 194, clause 17). But this power, invested in the Society of Apothecaries in 1815, never seems to have been rigidly put into force, and has of late years been practically abandoned. The new regulations of the various examining bodies have made great changes in the preliminary education and training of medical students. A legal apprenticeship by indentures is no longer necessary; but intellectual culture, classical knowledge, and high attainments in science and medicine are required. It is feared that these are too exclusively demanded with too slight a regard to practical preliminary

training.\* The changes referred to are producing a complete revolution in the class of men from whom assistants were formerly recruited. The knowledge which the student gains in the hospital and in the school is of a more theoretical character than that gained in the daily routine of private practice: there are, moreover, very limited opportunities in the public duties of an hospital to exercise what may be termed the "diplomatic functions" which are necessary to success in private practice, in which last there is an education in personal responsibility which nothing else can give.

The young men of the present day are better educated than their predecessors, perhaps, in all the higher branches of knowledge; but they are not, as a rule, so well fitted to *assist* their seniors in the various duties of the surgery, nor so willing to undertake the necessary drudgery of dispensing, book-keeping, and keeping the stock of drugs in order. Many of them, indeed, arrive at the end of their *curricula* in happy ignorance of the details of country practice, and upon taking their degrees are astonished

\* The College of Surgeons now endeavour to obviate this by requiring their preliminary examination to be passed before the commencement of professional study, a rule almost universally adopted by the other licensing bodies. The Society of Apothecaries require the student to have had one year's experience in practical pharmacy before he can present himself for the preliminary examination.

to find that they cannot be at once engaged as "assistants" in private practice, unless they are willing to go through a probation in an apothecary's establishment or chemist's dispensary. The routine of dispensing must be gone through by every one wishing for employment in a subordinate capacity in England, and the manipulation must be mastered by every student who has not a prospect of practising as a "pure" physician or surgeon.

With a view to define as clearly as possible who are the parties to the contract between principals and assistants, the various gradations of practitioners have already been described in such a manner as to show who *do* and who do *not* require or employ assistants. In this chapter I have indicated generally who are *unfitted* to be employed as assistants, and why. It remains for me to describe the various classes of assistants who find engagements, and the different customs and conditions relating to them. Their legal relations to their employers will be treated hereafter.

Beginning with the class which earns least and has the least responsibility, we have the pupil-assistants with or without indentures of apprenticeship. The word "apprentice" is improperly considered in these days rather *infra dignitate*, and it is customary and legal to construct indentures having the same legal effect, but in which the junior is

termed "pupil" or "pupil-assistant" instead of apprentice. These contracts differ greatly from the old indentures of apprenticeship existing even so late as half a century ago, and the condition of the "pupil-assistant" of the present time is quite as much changed, for it is in the memory of many now living that the apothecary's apprentice of their early days was expected to sweep the surgery, light the fire, black his own shoes, and assist the groom. All that is now changed.

The pupil-assistant is usually a young gentleman—an infant in the eye of the law, *i.e.*, a minor—who enters into the service of his employer to learn pharmacy and the manipulation of dispensing without present remuneration, or who gives his services in return for board and lodging with a nominal salary. If there be any articles of apprenticeship or any such indentures contracting for service as have before been mentioned, the relations between the junior and his employer are those which exist under apprenticeships generally, subject to the terms and conditions stated in the indenture itself. Whether there be such a contract in writing or not, the assistant, though a minor, can sue for the necessaries or salary (if any) agreed to be paid by his employer.

The youth fresh from school will feel the contrast between his past and present life in proportion to the facility with which he can adapt himself to the new

conditions in which he is placed. If he enters the profession only to earn his bread, if he has no love of nature or of her interpreter science, if he regards labour as unworthy of him, or if he thinks of idleness and leisure as the objects to be secured, he will discover that he has made a great mistake in entering upon the preliminary studies and duties of a medical student; he will find his time a burden, his employments a bore, and the contract between himself and his employer will come ere long to be an intolerable chain. But to the earnest hopeful student all circumstances can be made useful. In the narrowest sphere there is instruction to those who will look for it. One great thing to be learned is to be satisfied to begin at the beginning, and never to waste time by seeking to get to the completion of any work without completing the processes which lead to it. If an infusion has to be made it cannot be made properly unless all the necessary conditions are fulfilled; and if the pupil hastily slurs the conditions he will probably have to go through them all again. In this simple case there is a great lesson in life. The drugs in the surgery are the first lesson to be learned; the characteristics of each must be known, and this knowledge once thoroughly gained will save a great deal of time hereafter. A few elementary works will give a good idea of *materia medica* if studied with the objects

before the eye. The smell and taste should be educated and made to be able to distinguish various substances which are alike to the sight. The fingers, too, should be exercised so as to make them and the hands generally more facile than ordinary hands and fingers usually are; at some future time two valuable lives may depend upon that facility. To be able to use the left hand as readily as the right is an acquirement only to be gained in youth; the value of such an acquirement will be fully appreciated by its possessor in after years. Amusements may be so contrived as to promote such objects, and even the dullest moments may be rescued from tedium thereby.

In the next grade of assistants we have the young gentleman who has learned the names and generally the qualities of the drugs he is called upon to mix together, the measures he is to use, and the sizes of bottles, &c., he is accustomed to handle. He is supposed to have passed through the condition of pupil in which he learns to be useful, and to be now familiar with the routine and system which must prevail in the "surgery," as it is called. Even now it is not too late to retire from the work, if the tyro is really unfitted for it. If he cannot be systematic and orderly, "confusion doubly confounded" will reign where the apothecary's work has to be done. The labour and trouble required will be quadrupled unless there be not only "a place for everything and

everything in its place," but a time for doing each thing and each thing done at its time. At this period responsibility begins, although the duty of the assistant is nominally confined to making up the medicines ordered in the day-book; but from time to time he may be called upon to assist his employer in more serious duties, which at first may prove very repugnant to the pupil. The youth who shrinks from these duties neglects golden opportunities which may perhaps make the difference between success and failure in after life. The senses of the surgeon have to be subordinated as well as cultured, and he must be prepared to see without shrinking that which appals and sickens the ordinary observer. His sense of duty must make him calm and firm, yet aware of all the agony his patient suffers. The noblest operator is the surgeon who is farthest removed from the butcher. Let the student therefore shun everything which is calculated to brutalise, whilst he seeks every occasion which can teach him benevolent firmness and imperturable self-reliance. To make himself more and more fit to assist in emergencies is not merely to make the junior more valuable to the employer, but enhances his own self-respect and increases his power over his future destiny.

There is much to be borne and much that is wearisome in the condition of life we are now contemplating. The weight of the burden can only be

lightened by the student himself, who may find new and unknown happiness if he will look at his profession as a path leading to an illimitable field of wondrous beauty, where nature herself waits with her handmaid science to unfold to him fresh marvels, the recognition of which will bring delight, and the description of which will make him honoured amongst honoured men. If he can learn to regard the life upon which he is entering as a sphere of noble duty in which a good and gentle disposition may dwell with the grand ambition to lessen the misery and physical sorrows of the world, he will secure the first condition of success, and throw around his ordinary duties a halo of poetry which will banish the tedium of his loneliest hours. The mere saunterers through life—the Dundrearys of society—are the most wretched of men, for work is not only honourable but it is productive of happiness. *Laborare est orare.* The teaching that labour ever was or is a curse is opposed to experience, philosophy, and common sense. To despise work is the attribute of the fool who cannot be useful. Rest can only be enjoyed by those who have earned it, and nature sentences to death and decay that which is inactive or fails to fulfil a useful purpose.

My advice to the young assistant is : For the sake of your own honour do your work dutifully and before all other things ; then systematically apply

your leisure to instruction and recreation. A certain time should be given to muscular exercise, a certain time also to the culture of your observant faculties, and a certain time to reading. But do not read too much, unless you can have the objects referred to before your eyes. There is a world to be studied all around you; life is everywhere, and no thing is mean, unimportant, or uninteresting, if viewed aright. The culture of your perceptive faculties is of the greatest importance, and will prove invaluable to you when you have to apply them to the discovery of disease. The most common objects will reward your study and amuse you when alone and not otherwise occupied. A good compound lens, which you can purchase for three shillings and sixpence, or a common microscope, which can be had for a pound, will open a new world to you. In the use of them you will learn manipulation, and should with a penknife and a couple of needles teach yourself to dissect and examine animal and vegetable substances. To the student of NATURE "nothing is common or unclean." Professor Owen, it is said, made wonderful discoveries by the examination of the refuse of a dust-bin. The spider in the corner of the surgery (where your respect for cleanliness will not allow him to reside very long) will enable you to make acquaintance with the natural order of animals known as the *Arachnidæ*, "the

spinners," a class of jointed creatures occupying a very interesting position between true insects (*Insecta*) and the natural order (*Crustacea*) to which the crab belongs. In the same manner the common house-fly may teach you the general characteristics of insects; a daisy will introduce you to a large natural order in botany (*Compositæ*); and you may learn to know the characteristics of the *Ranunculus* class from the common buttercup. A stone or a leaf, a lichen, or the water from a stagnant puddle, may prove a treasure. The sphere of amusement will enlarge as you progress, and the fascination will increase as you become more apt in the use of the simple instruments you have at command, until perhaps it may be said of you what a great poet has written of the naturalist Agassiz—

“And he wandered away and away,  
With Nature his dear old nurse,  
Who sang to him night and day  
The rhymes of the universe;  
And whenever the way seemed long,  
Or his heart began to fail,  
She sang a more beautiful song,  
Or told a more wonderful tale.”

In the ranks of simple dispensers it is not alone the young who are engaged. There is a class of men who give up their entire time to dispensing, book-keeping, &c., without any intention of pro-

secuting any further the study of the science of medicine. Such assistants are most necessary in connexion with medical partnerships where the surgery work is very laborious, and where it is necessary that the medicine should be sent out with great neatness and despatch. Such persons usually have some small means at their disposal, are often married men residing out of the house of the principal, and, as a rule, have no ambition but to do their work systematically and in fixed hours, so far as professional emergencies will permit. They are generally incompetent to undertake midwifery, or they object to the responsibility and loss of rest necessitated by obstetric practice. As a class, this description of assistant seems dying out—perhaps because their work is poorly paid, or because the principal requires in his assistant a person of more active habits, who can attend to emergencies in the absence of his employer.

The unqualified assistant (without diploma) capable of visiting patients, diagnosing disease, prescribing, dispensing, attending midwifery, drawing teeth, bleeding, cupping, applying the tourniquet, opening an abscess, dressing a wound, &c., &c., is generally a young man who has passed through his pupilage or apprenticeship, seen something of country practice, spent (or mis-spent) a year or two at the hospital and medical school, and who, having

limited means, desires to recruit his resources. There are the greatest varieties in the characters and motives of the individuals who accept these appointments. Some avail themselves of the opportunity to secure new and permanent friends in the persons of their principals; others, by folly and thoughtlessness, block their way in life with obstacles which they can never remove. Some seek for change, some for experience, some to break up undesirable associations at the hospital. Many are more to be pitied than blamed; a large proportion enter a new phase of existence, and learn for the first time that duties are the *true* pleasures of life. The home-culture of the many has been grievously neglected, or rather mistaken; and it is scarcely surprising if a young man, escaping from a circle in which religion is draped in crape and gloom, experiences a delightful but dangerous revulsion when he finds that this world is not altogether "a vale of tears," but that there are such things as truthful, faithful friends; that noble disinterested love is possible amongst men, and that life is not "one horrid grind." The deepest safeguards to the morality of the student are—a practical religion of duty penetrating his daily life, and a heartfelt virtuous love.

The position of the assistant is a trying one. Like the governess or the tutor, he is hardly considered fit

for the intimate society of the family with whom he lives, whilst on the other hand he must not lose his self-respect by familiarity with the *employés* in the kitchen or the stable. He is separated during the greater part of the day from his employer, and he is denied the companionship which cheers the lot of the commercial clerk. Yet here again, if the student have any resources in himself, he need never be lonely. In addition to the delights which NATURE always affords to those who seek to commune with her, the assistant will find mental recreation in intellectual pursuits not immediately connected with his profession. Too constant study of medical books is injurious to the mind, which requires variety in its aliment as much as the stomach. The edge of the appetite is blunted by monotony. Recreation is as necessary to mental health as exercise of varying character is to the preservation of that of the body. "To a studious mind activity is repose." Hence amusement becomes a duty: it is a demand of our nature, and to neglect it is to ignore a natural law. But, like many other excellent things, it should be taken in moderation; its excess is as destructive to the intellectual powers as the abuse of stimulants is to the muscular and physical development of man. Before all things companionship should be sought with suitable friends: frequently the most useful associate for the assistant will be found in the person

of some young gentleman similarly engaged. In such a case let both be careful to avoid all reference to the professional connexions of their principals; let each discourage all gossip or scandal from his companion. Athletic games may be taken if the riding and walking in the practice do not sufficiently exercise the muscles: frequently there is enough of this. But, supposing there be no fit companionship, what is to be done? Supposing that the principal be a reserved, haughty, ungenial sort of man—what then? The case is a hard one, but it is not irremediable. Literature is always accessible, at times and seasons when NATURE cannot be wooed. Correspondence will always connect a man with the outer world, and nothing should induce the assistant to forget old friends for new. The ties of home are sacred, and should be maintained as a duty. It is culture also to make it a rule to write letters at regular intervals to friends describing the daily occupations of the student, the place in which he lives, the persons with whom he comes in contact, and the objects of interest in the neighbourhood. The exchange of newspapers will excite a mutual interest also between correspondents. It is extremely easy, too, to play at chess through the post, and carry on more than one game at once with each correspondent if there be sufficient leisure. No principal can complain so long as the assistant does not sacrifice the duties of his

appointment to these amusements or to his more earnest studies. But the junior should not lightly estrange himself from his senior, nor ought the employer by his pride or reserve, or bad temper, to doom the assistant to solitude. It is not for the good of either. An intelligent principal in practice will prove a cyclopædia of medical knowledge to the assistant who learns to read him aright, and no man can be long in the presence of another without learning something. Familiarity with the members of the family of the principal often leads to great unpleasantness, and should be avoided—unless such intimacy is offered or obviously encouraged by those who have a natural right to permit it; on the other hand, a foolish haughtiness or unfriendly reserve should be equally avoided by the assistant, to whom I would commend the advice of Polonius to his son Laertes, in the play of “Hamlet,” especially the words—

“To thine own self be true,  
And it shall follow as the night the day  
Thou can’st not then be false to any man.”

Unqualified assistants are sometimes cruel enough and foolish enough to marry—cruel to the woman who is thoughtless enough to share their lot, and foolish enough to themselves, inasmuch as there are yearly increasing difficulties in finding out-door appointments for such men. Gradual steps in passion

and indiscretion often lead to these marriages men who are too honourable to retract words which are in effect a sentence of transportation for life from cultivated society. *This is one of the perils of the life of an assistant.* Marriage contracted under a prudent regard for the future is "an honourable estate;" but unions contracted under the influences of temporary feeling and excitement, without regard to the future possibilities of support for the wife and children, are criminal.

Qualified men (with single or double diploma) are generally required for *outdoor appointments*, in which the assistant does not reside with his principal. Indeed, it may be remarked that the tendency generally seems to be towards the employment of gentlemen with diplomata in preference to those without, because the employer is rendered more free to absent himself, occasionally, if he can leave his practice in the hands of a substitute who can legally take charge of his parochial appointments, or, in case of accidents, give evidence before the Coroner. But the doubly qualified Englishmen who are now entering the profession\* belong generally to a class who are not solely dependent upon their own exertions for a living, or whose parents are willing to make sacrifices rather than subject their sons to the ordeal of being under the control of a country practitioner.

\* This was written in 1867.

Whatever may be the cause, the fact is indisputable that a very large number of the qualified men who are now open to engagements as assistants are either Irishmen or Scotchmen, many of whom have no other knowledge of dispensing or of practice beyond that which they could obtain in the hospitals or dispensaries in connexion with which they have been educated. Constant applications are made by gentlemen from the "sister isle," who, having degrees in arts, honours in medicine, and high testimonials as to personal character, do not understand why they cannot at once obtain employment as assistants in England, in town or country practice. If they are asked what they know of private dispensing, they reply that they are competent to undertake anything of that kind *because they have done it at the hospital*. They cannot understand that aptitude in private dispensing—apothecary's work—is essential in English practice as it is at present conducted, and they are unwilling to believe that a mere power of manipulation is an absolute requisite if they would obtain employment here. These gentlemen wish to visit patients, assist in surgical cases, attend in midwifery, and prescribe. When asked—"Who is to do the work in the surgery, make up the medicine, fold up the mixtures and pills, or keep the books?" they look puzzled, and not unfrequently indignant, at the suggestion of what they think degrading employment.

Many of them, spurning what they conceive is an indignity, seek employment in the army, the navy, or some other public services.

Hence it is becoming a grave question what is to be done to recruit the subordinate ranks of the profession? The present high standard of education is bringing about a silent revolution of a most serious character, and it is worth consideration by the examining bodies whether—whilst it is admitted on all hands that for the highest walks in the profession the highest standard of acquirements should be adopted—it may not be necessary to admit men of less ambition, with less classical and scientific attainments, to undertake those duties which *must* be done by some one, but which are declined by gentlemen of high attainments. One thing is quite clear, viz., that if assistants are to be looked for from the class of men who are now entering the profession, salaries must be advanced, and the social status of the juniors must be greatly improved.

The prejudice against Scotchmen and Irishmen is general and deep rooted in England. In most cases I regard such prejudice as unreasonable; in some cases wholly unjust. But there is the fact; and it has a most important bearing upon the probabilities that any Irishman or Scotchman will obtain employment in England. My experience justifies me in asserting that I have found some of the best assis-

tants I have ever known amongst the Irish Catholics, whom my clients have received under protest, but who have demonstrated by their conduct that varieties in religious opinion do not make much difference in man's capacity for duty. The *brusque* demeanour of the Scot on the one side and the *blarney* of the Hibernian on the other are the staple objections; but in most cases a *general* conclusion is drawn from some particular case. Because some young man from the north of the Tweed has been found to be less fastidious about his personal habits than he ought to be, it does not follow that every Scotch gentleman is uncleanly; because some assistant from Dublin or Belfast has turned out to be a drunken savage, it is not fair to assume that every graduate from the "Green Isle" is necessarily a blackguard. Perhaps it may be true that in both countries the best men are kept at home; but experience shows that those they export are not wholly bad. In the meantime it must be remembered that to some extent the best men in the English schools can generally find a better market for their services than by acting as assistants to general practitioners. There is however—what I may term—a "social" or domestic objection to Irish Catholics, arising from the fact that their religion prescribes certain habits—such as fasting on a Friday, &c. But between a liberal principal and a rational assistant arrangements

can always be made to prevent such things being felt as inconvenient to either. I have deemed it necessary to refer to those things because these impressions, existing in the minds of English principals and their *wives*, form a serious difficulty to those against whom they are directed. "To be forewarned is to be forearmed." It is almost useless for gentlemen from Ireland and Scotland seeking employment, unless they can produce testimonials (those of college-teachers will not suffice) from persons who know the applicants in private life, and who can give direct evidence as to their *private* character and personal habits.

The "out-door assistant" is a gentleman who does not live with the principal, but who usually resides near the house of his employer. The term "out-door" is not intended to convey the idea that his duties are wholly "extern," but simply indicates his mode of life. The out-door assistant sometimes lives in lodgings at his own expense, sometimes in rooms furnished and provided by the surgeon for whom he acts, sometimes the rooms may be in the adjoining house where the "surgery" is, sometimes in a residence at some distance. In the latter case there may be a "branch practice" to be conducted. In all cases where the assistant resides elsewhere than with the surgeon proportionately larger salaries are given to compensate for extra expenses. These situations

are supposed to afford greater personal freedom, but more completely exclude the holder from pleasant society. Where a branch practice is carried on, a separate house and surgery are provided at the expense of the principal, who in such cases may visit the locality only once or twice a week. Candidates for these appointments are expected to have a double qualification, and to be able to take sole charge of the cases entrusted to them. No one who is not thoroughly competent in midwifery should entertain the idea of taking a branch practice.

Assistantships, *with time to attend lectures, &c.*, are not unfrequently sought after. Formerly such appointments were not uncommon, but experience has shown that they work so badly both for surgeons and pupils that they may be said to be almost extinct. The principal loses control over the assistant, who too frequently is tempted to avail himself of his hours of freedom to go to other places than the lecture-theatre or the hospital-wards, and the assistant finds that after two or three hours' hard work in dispensing, &c., followed by nights broken and disturbed by calls to midwifery cases, he is utterly unfit to listen with attention to the lectures of his professors. In a few of the provincial towns, where there are medical schools, the practice of taking assistants and giving them time to attend lectures is still maintained, but in London the custom may be said to be obsolete.

I have now referred in order to the various classes of assistants and the position in which they are severally placed. To each grade a different scale of remuneration is allowed, and different legal conditions apply: of these I shall treat hereafter. But to make this description complete I must refer to a class of qualified employés, who do not stand in the position of assistants or subordinates, but rather as equals to those who avail themselves of such professional services. When a practitioner suffers from an accident which incapacitates him from his ordinary work—when the surgeon is prostrated by some fever or more certainly fatal malady—when failing health compels him to seek invigoration at the sea-side—when the illness or death of a near relative demands his absence from his ordinary round of duty—what is to be done? It is never wise to place the list of patients in the hands of a neighbour, however excellent a man he may be; for, if he be sensitively honourable, the arrangement will place him in a position of difficulty; and, if he be *not* animated by the highest motives, he will use the knowledge and introduction unfairly. Moreover, such an arrangement too frequently leads to subsequent unpleasantness, suspicions, and coldness between gentlemen who otherwise would have continued good neighbours for years. In all such cases the cheapest and best course is at once to secure the services of a stranger as *locum tenens*. There are

always gentlemen of the highest qualifications ready to accept temporary engagements of this kind, and who can be trusted to carry on the practice in the absence of the principal. Of course such aid should be selected with care, because, through an inefficient or unsteady substitute, the practice may suffer most serious injury, which the incumbent on his restoration to health cannot repair; and because, also, in case of the illness or accident to the principal proving fatal the *locum tenens* will be required to carry on the practice for the widow or representatives until the "death vacancy," or succession to the deceased, can be sold. On his fitness or unfitness considerable pecuniary results may depend.

Many men, otherwise very well qualified to act as assistants, throw away their opportunities of usefulness for the sake of preserving small personal peculiarities. Mr. A. resigns his appointment because he cannot have breakfast in his dressing-gown; Mr. B. will not remain unless he can have his glass of grog before going to bed; Mr. C. adopts some peculiarity in his dress which makes him ridiculous amongst the patients. But perhaps no habit is more objectionable than that of excessive smoking, which is often carried on without any regard to the comfort or the sensibility of others. *No gentleman is guilty of making his personal habits offensive to others.*

Before I conclude this chapter I cannot refrain

from writing a few emphatic words upon a very painful subject. There is one vice more than any other to which assistants are tempted by the isolation of their position, by the depression which their occupation produces, and partly, perhaps, by the loss of rest where there is a large midwifery practice. This is the vice of drunkenness. *Facilis descensus Averni.* The first steps may bring little inconvenience, but they are the inoculation of a disease which is destructive to every moral sense and fatal to all future success in life. The fascination of drink is a demon whose chain is slowly forged link by link, but from whose companionship the degraded victim rarely escapes until destitution, starvation, insanity, and often suicide, take his body to a pauper's grave. I am no "teetotaller" or ascetic; I have no sermon upon future perdition to preach, but if I could tell the tale of the wretchedness which I have observed as the result of drunkenness amongst medical assistants, and if I could print in lines of electric light the scenes I have witnessed, and stamp them upon the brain of each man who was tempted, before he took the first fatal step in inebriety, I should feel that I had done an invaluable, though unpublished, service to the profession to which it is still my pride to belong.

## CHAPTER III.

THE LEGAL RELATIONS OF THE PRINCIPAL AND  
ASSISTANT.

THE relation of principal and assistant arises out of a contract entered into between the two parties concerned; and, except where some special customs of the profession are indisputable, the ordinary law of master and servant applies. Every person who is "of age" is, as a general rule, capable of becoming either principal or assistant; but the latter must be free to make such a contract, or the agreement is void. For example, an apprentice, whilst his indentures are in force, cannot engage himself to another master. Nevertheless, persons under age may make contracts, which will be binding if beneficial to themselves; and hence, a contract of apprenticeship will be binding although made by a minor. Moreover, contracts for service can be made under similar conditions by persons under twenty-one years of age, and under these an assistant, though a minor, could sue his employer for wages in the County Court.

Where medical men are in partnership, each partner may be regarded as the agent of his firm, and generally speaking has authority to engage or dismiss such assistants, as may be necessary to carry on the practice; and the rights of partners being co-extensive, if one partner gave the assistant notice whilst the other requested him to remain, the assistant would be legally justified in remaining.

Where an agent is authorised to engage an assistant for a practitioner, the latter is liable upon the contract, provided, of course, that the agent so employed does not go beyond the conditions stated by the principal. This authorisation need not be given in writing, and, whether given in writing or not, can be verbally revoked. The engagement by the agent may be signed by him on behalf of the principal, and will bind the latter as effectually as if the employer himself had signed the contract. This is a matter of especial consequence to assistants making engagements with principals resident in the colonies, but who have authorised an agent to act for them in England.

The engagement of an assistant may be made by word of mouth or by writing. The usual written contract between the parties (where apprenticeship is not intended) is an agreement of the ordinary character; but in the case of unqualified assistants the engagement is verbal, or made by correspondence

between the parties. By the "Statute of Frauds" it is enacted however "that no action shall be brought upon any agreement that is not to be performed within the space of one year from the making thereof, unless the agreement on which such action shall be brought, or some memorandum or note thereof, shall be in writing signed by the party to be charged therewith" (*i.e.* by the person against whom the action is brought) "or by some other person by him thereunto lawfully authorised." A *verbal* agreement therefore made on the first of January to take an assistant for a year's engagement from the second of January is *not* a binding agreement; such a contract must be in writing: an engagement of such a nature made by correspondence would, however, be binding. A contract for an engagement for an indefinite period is not affected by this statute, and the parties would be treated by the law as though they had entered into the ordinary contract for a year's service determinable by a month's notice on either side, or on the principal's side by the payment of a month's salary; in fact, the engagement would be from month to month instead of for a year certain. In special cases where assistants have been verbally engaged to act as out-door assistants, the custom of the profession has required a longer term of notice, *viz.*, three months; but of this hereafter.

In every written contract for engagements the

consideration (salary or equivalent) must be expressed or implied, or the agreement cannot be enforced; and, further, the service contracted for must be legal, and the consideration of a lawful nature.

Arrangements are sometimes made under which assistants are paid a certain per-centage upon the fees received by the principal for work done by his subordinate; and often in cases of branch practices, a proportion of the gross profits is awarded to the assistant. Under such circumstances, a question of considerable importance may arise, viz., how far the gentleman so paid is to be regarded as a partner, and not as an assistant. *As between the parties themselves*, the mere fact of payment by a portion of the profits of the practice would not make the assistant a partner. In the case of *Rawlinson v. Clarke* (15 M. & W., 292) the Exchequer Chamber decided that where C had sold his practice to R., one of the conditions being that C. should continue to reside in the locality, and carry on the practice for a year, for the purpose of introducing R. to his patients, C. receiving one-half of the clear profits during that year—the parties were *not* partners. Unless, therefore, an assistant obtains a contract guaranteeing a partnership at a particular date, or under stated conditions, he cannot claim to be a partner on the ground that he receives half or any other share of the profits from the practice.

It may happen, however, that a question as to partnership may arise, not between the principal and his assistant, but between third parties, who may seek to make the surgeon liable for debts incurred by the assistant, or to enforce the debts due from the surgeon against his subordinate. The decided cases seem to indicate very certainly that where the assistant is remunerated solely by a share of nett profits (*i.e.*, proceeds after payment of expenses) he is liable to third parties as partner; but where he is remunerated by a share of *gross* profits he is *not* so liable.\*

Where an out-door assistant occupies premises belonging to or rented by his employer, the occupation of the dwelling is that of the surgeon, and the assistant has no right to continue the occupation as tenant, nor is he entitled to notice to quit. A notice to terminate the engagement will at the same time terminate the right of the assistant to occupy the premises.

In cases where there is no written contract with a permanent assistant engaged nominally for the year, and the salary is paid *weekly*, it is the custom in the medical profession to give and require a *month's* notice. But in temporary engagements, such as those made for *locum tenens*, the invariable custom is

\* See Justice Story on "Partnership," ss. 36-52.

to pay by the week, the contract being terminable at any time by the wish of the principal. In such cases the gentleman employed is always expected to give reasonable time—say seven days—to provide a successor, if circumstances induce him to wish to resign the appointment.

Professional custom has fixed different periods of notice for the various grades of medical assistants. In fact the ordinary law of yearly hiring can scarcely be said to apply, for although the qualified medical assistant is equal at least in social rank to the tutor, the governess, or the sub-editor of a newspaper or magazine, it is nevertheless certain that no surgeon would engage any subordinate from whom he could not separate by a much shorter notice than custom has secured and law awarded to the persons referred to. It has been held by a high legal authority (Coleridge J.) that it was of great importance that the trustees of a school should have the power by a short notice to remove a schoolmaster who had done some act not sufficient to justify immediate expulsion, because otherwise the establishment might suffer great injury; but this argument applies with greater force to the surgeons' assistant, and custom has therefore sanctioned the dismissal of such persons at much shorter periods of notice than can be claimed by *employés* in a lower social position. It is difficult to specify all the cases that arise, but I shall state

the general rules which prevail and the principal exceptions which occur in the medical profession.

The apprentice, or the "pupil with indentures," is bound by the terms and conditions of his "articles," which are generally to the effect that A. B., the pupil, will serve C. D., the principal, for a certain term of years without salary; C. D. in return providing A. B. with board and lodging, and instructing him in the business or profession of surgeon and apothecary. In these cases the contract between the parties cannot be terminated except upon the conditions stated in the deed.

In-door assistants, whether qualified or not, can be dismissed by a month's notice at any time, or by the payment of a month's salary by the principal; the assistant, however, who leaves without giving a month's notice is liable to summary punishment by a magistrate, nor would the tender of a month's salary in lieu of notice relieve him from this liability to punishment; moreover, he would also forfeit all claim to any salary due to him from his principal for any services rendered previous to his leaving. (See p. 71.)

The out-door assistant, if resident in a house or lodgings furnished and provided by his employer, can in like manner be dismissed or terminate his engagement by a month's notice; but if the assistant provide himself with lodgings, *furnished by himself* by the wish or with the consent of his principal,

the engagement cannot be terminated except by three months' notice or equivalent salary, and this notice may be given at any time. If, however, the outdoor assistant, at the suggestion of the principal, take an unfurnished house upon a yearly tenancy, terminable by a quarter's notice at any quarter-day, and if the assistant furnish such house, the custom of the profession is that the principal, desiring to terminate the engagement with such assistant, must give him three months' notice, terminating on the next ensuing quarter-day, that is upon the day on which the tenancy of the assistants' house could be given up. But the assistant cannot enforce a longer notice if he imprudently take the house upon lease or upon other terms than a tenancy terminable at any quarter by three months' notice. Where the principal provides the rooms or the house and the assistant the furniture, three months' notice is generally given; but in London there are exceptions to this rule, on the assumption that furniture may be hired by the month or may be removed without much inconvenience.

The services of gentlemen engaged for special services and temporary duties may be terminated without notice unless there is a special understanding that the engagement is for one day, a week, or four weeks. But gentlemen acting in such a capacity as *locum tenens* are supposed to be engaged under a

certain contingency and conditionally, and, therefore, as soon as the occasion requiring their services has ceased to exist, their services may be dispensed with without notice. In such cases it is customary to pay for the week or half-week, if a part of a week has been entered upon.

Formal agreements are not necessary as between unqualified assistants and their principals, but in the case of qualified gentlemen I advise that the terms of the contract be stated in a formal manner on a stamped document. This brings me to write on a point of considerable importance, viz., those clauses in such agreements which are intended to bind the assistant not to practise within a certain limit after leaving the surgeon by whom he has been engaged. The object of such clauses is to secure the practitioner from competition with those who, having been in his employment, have thereby had opportunities of becoming acquainted with his circle of patients, and and of knowing the mode in which he carries on his practice. Although it is indisputable that as a *general* rule all agreements "in restraint of trade" are illegal, yet it has been decided by the highest authorities that such agreements as those now under consideration, between a medical practitioner and a gentleman engaged to assist him, are legal and can be enforced, provided they be reasonable and for a consideration. In the decision in the case of *Horner v. Ashford*, the

judge said: "It may often happen that individual interest and general convenience render engagements not to carry on a trade or to act in a profession *in a particular place* proper. . . . A merchant or manufacturer would soon find a rival in every one of his servants if he could not prevent them from using to his prejudice the knowledge acquired in his employ. Engagements of this sort between masters and servants are not injurious restraints of trade, but securities necessary for those who are engaged in it," &c. To be reasonable, the contract must not be of such a nature as to be prejudicial to the public interest, nor obviously oppressive to the individual. Thus it would be considered opposed to the public weal and in "restraint of trade," as well as oppressive to the individual, if the assistant were shut out by the agreement from practicing within *a hundred miles* of where he had been employed as an assistant. Again, if this prohibition—even for a smaller area—were for life the agreement should be under seal. (*Mitchell v. Reynolds.*) Prudence seldom requires the assistant to be shut out from practice within a greater radius than ten miles, nor for a period longer than ten years, and such a proposition would be considered reasonable. It is necessary to explain, however, that in all such cases it is not merely that the assistant may not reside within the proscribed limit, but that he *must not visit a patient* within it. Thus in the case of *Davis v.*

*Mason*, where the defendant, in consideration of the plaintiff taking him as his assistant, agreed with the plaintiff not to exercise or carry on medical practice on his own account, or in conjunction with others, within ten miles of Thetford (where the plaintiff resided) for fourteen years, the agreement was held to be good. (See also *Hayward v. Young*.) And in the case of *Sainter v. Ferguson*, an agreement by the defendant, in consideration that the plaintiff would engage him as assistant, that the defendant would not at any time practise in his own name, or in the names of any other persons, as a surgeon or apothecary at M—, or within seven miles thereof, was held to be good.

Since the expression "within twenty miles" in certain Acts of Parliament has been held to mean that the distance is to be measured by a straight line on a horizontal plane, or, in popular language, "as the crow flies," it follows that the same interpretation would be put upon the distances named in the agreements under consideration. No greater distance should be named than that which may be reasonably considered to be necessary for the protection of the interests of the principal, otherwise upon an appeal to the courts the whole agreement might be declared to be void as "in restraint of trade." Hence, in the case of *Horner v. Graves*, where the assistant had signed an agreement not to practise on his own account,

during the life of his principal, at or within a distance of *one hundred miles* of the city of York, without the previous consent of his employer, under a penalty of £1000, the restriction *was held unreasonable* and judgment arrested. If an agreement between the assistant and principal be in other respects valid it has been decided that it is no objection that the restraint be imposed for the whole life of the party subject to it. In the case of *Hastings v. Whitley*, the assistant having entered into a bond not to practise as a surgeon at or within ten miles of S—— *at any time* without the consent of his employer, it was held that there was nothing illegal in the restriction, being indefinite as to duration, and that the death of the principal did not release the assistant from the obligation.

The amount of damages payable in case of a breach of the contract has not been held as ground for dispute, for if there be a contract the injury resulting from a breach of which the damage cannot be measured, then the courts have held that the parties mean what they say. In other words, if a principal and assistant enter into an agreement by which the latter binds himself not to practise on his own account in the neighbourhood of his employer, and that should he do so he will pay to his employer as ascertained and liquidated damages £1000, it would not be competent for the assistant to set up as a defence, in case he broke the contract, that his

employer had not and could not have suffered any such damages. And where an assistant has entered into a valid binding contract not to practice under such circumstances in any particular place or manner, courts of equity will restrain him by injunction from so doing, even though he may tender the amount of the stipulated damages. (See *Whitaker v. Howe*, *Nicholls v. Stretton*, *French v. Macale*, and *Benwell v. Ferns*.) But the courts of equity would not grant an injunction where an action at law has been taken by the principal, and the agreed and stipulated damages have been recovered in full from the assistant. (*Sainter v. Ferguson*; *Hardy v. Martin*.)

A practical difficulty has, however, sometimes arisen owing to the circumstance that the assistant who has violated the contract may have nothing to lose and may not be "worth powder and shot." There are two modes by which such a case may be provided against, viz., by an injunction from the equity courts, or by making the penalty payable as a separate amount of damage monthly and every month, so that bankruptcy cannot defeat the object in view, as it may where the agreed damages are stated in a single sum payable at once.

When a contract between a medical practitioner and assistant has been entered into, it is clearly the duty of both to complete it. The principal who has legally engaged an assistant either by himself or by

his agent is liable for damages if he do not receive the gentleman into his practice; on the other hand, an assistant who has legally accepted an engagement, either from a surgeon or from his agent, is liable for damages if he do not keep his promise and enter into the employment according to agreement.

Every assistant is bound by law to obey all the lawful and reasonable orders of his employer, and to be honest and diligent in the professional duties required from him; he is required also to pay proper respect to the principal. But a medical assistant could not be lawfully dismissed for refusal to groom a horse, work in the garden, or perform any other occupation of a menial and unprofessional character. He is bound to take care of the property entrusted to him, and, if guilty of gross negligence, will be liable to an action. Thus, where an assistant, for amusement, set fire to a quantity of alcohol belonging to the principal, the latter recovered the value of the spirit and costs in the County Court, and further, having dismissed the assistant without notice, was held to have acted legally.

It is difficult, however, to lay down any general rule, applicable in all cases, as to the circumstances which will justify the principal dismissing his assistant without notice. Where the subordinate wilfully refuses or neglects to perform any lawful order from the surgeon by whom he has been engaged, or where

the assistant has been guilty of gross moral misconduct, drunkenness, or dishonesty, or if he practises habitual negligence in his duties, or proves himself incompetent from ignorance or permanent illness, a summary discharge would be adjudged legal: and especially where carelessness and neglect may lead to serious consequences (as in the duties of a medical assistant), it is not to be supposed that the courts would insist upon a notice, since, during the time the assistant is under notice, he might conduct the dispensing of medicines so negligently as to be dangerous or even fatal. In the case of *Wise v. Wilson*, Lord Denman, in summing up to the jury, said that it was proved that on several occasions the assistant came home late and drunk, that he could not compound the medicines, and employed the shop-boy to do it. "Now I think," continued his lordship, "this affords matter for serious consideration, and if you think that from the conduct of the plaintiff's son real danger was occasioned to his master's business, you ought to find your verdict for the defendant, as the defendant was then, in my opinion, *justified in dismissing him.*" If the assistant has given the principal just ground for the discharge of the former, the employer is not bound to state the reason for the dismissal at the time: it would only be necessary to prove there was sufficient cause if the assistant commenced an action for wrongful dismissal.

Where an assistant is engaged on account of his fitness to perform certain duties (such as "to visit, dispense, and attend midwifery") and turns out to be perfectly incompetent to do any one of these things, the principal will be justified in rescinding the contract at once, and discharging the assistant; and it would be of no avail for the latter to prove his "qualifications" in the highest walks of his profession, if he were incompetent to perform those duties which he proposed to be able to do. Thus, where in answer to an advertisement for an assistant who could ride and drive, the plaintiff applied to the defendant, and a correspondence ensued which led to an engagement, the assistant was held to be lawfully discharged on being found to be wholly unacquainted with either riding or driving, though those accomplishments were not professional acquirements. In giving judgment in the case of *Harmer v. Cornelius*, Mr. Justice Willes said that, "Where a skilled labourer or artist is employed, there is on his part an implied warranty that he is of skill reasonably competent to the task he undertakes." Thus, if a medical assistant offer himself and be employed for reward, he impliedly undertakes to possess and exercise reasonable skill in his profession, and if he be found to be wholly incompetent, the surgeon can at once terminate the contract without further notice. Temporary illness will not afford justification to the principal to

terminate the assistant's engagement; but if the latter be attacked with such illness as would render it impossible for him to return to his duties for a month or more, it is very commonly held in the profession (*mos pro lege*) that the engagement may be terminated by the payment of two weeks' salary and the expenses of the transit of the assistant either to his home or to the spot from whence he was engaged. I never heard of a case, I am happy to say, in which the permanent illness of the assistant was used as an excuse for his dismissal without some consideration. The custom of the profession is therefore more humane in this respect than the ordinary law of master and servant.

A surgeon can maintain an action against any person who deprives him of the services of his assistant by enticing him away or by detaining him after notice, but in such cases it will be necessary to prove that the defendant knew the assistant to be in the employment of the practitioner. The fact that the assistant is under age would not defeat the action.

An assistant may maintain an action against a principal who, after having engaged him (either by correspondence or by his agent), refuses to receive him without good reason for such refusal; but anything which would be a sufficient cause to justify the principal in discharging an assistant would be an equally good reason for refusing to receive the party

engaged. The action may be taken immediately upon the refusal of the principal. An assistant, having entered into an engagement terminable by a month's notice or on the payment of a month's salary, can recover the latter as a debt if it be not paid to him; but if the month's salary be paid at the time of dismissal he can have no right of action for wrongful dismissal. As it is the almost invariable custom of the profession, even in cases of written contracts, to make the engagement terminable by notice or by payment of equivalent salary, it is scarcely necessary to discuss the remedies open to an assistant *wrongfully* discharged, as such cases rarely arise; for either the notice is given or, what is more commonly the case, the salary for the period of notice is paid. It is nevertheless true that in case of gross misconduct a principal may turn the assistant out of his house and dismiss him without notice; if in such a case an action for wrongful discharge be brought, the defendant may plead as his justification the misconduct of the assistant.

It is customary for the travelling expenses of an assistant to be paid "one way" by the principal, it being assumed that he goes *to* the appointment for the convenience of his employer, but *leaves* it for his own. Hence, the travelling expenses are allowed (second class) to the principal's house, and are paid with the first month's salary. The assistant on

leaving, whether by notice on his own part or that of the employer, pays his own travelling expenses. There are certain limits to this rule however. For example, an assistant resident in Aberdeen and engaged by a surgeon at Plymouth would not be allowed his travelling expenses for the whole distance, but an equivalent to the amount he would have paid from London, *i.e.*, second-class railway fare, and a reasonable allowance for cab and expenses *en route*. As a general rule, where the distance between the parties is greater than from London to the surgeon's residence, the employer is not expected to pay a greater amount than travelling expenses from London. Special cases require special contracts, and married assistants having furniture to transmit must not expect, as a matter of course, the expenses of the carriage of the furniture nor the fares of all the family to be paid by the principal. The engagement with a *Locum Tenens* involves, as a rule, the payment of his expenses (2nd class) both ways by the principal; the same rule applies to all *temporary* engagements unless there be a special contract to the contrary.

It is the duty of the principal to pay the assistant the salary agreed upon at the periods arranged between the parties. But the engagement must be clear and binding, or else the assistant will have no remedy against his employer for default. And

where a stipulated salary has been agreed upon, no additional remuneration can be claimed for services beyond those agreed to be given, unless it is possible to prove a contract, expressed or implied, for such additional services. Thus, where an assistant was engaged by a surgeon at a salary of £60 a year indoor; and at the time of entering upon the engagement there were no club or union appointments connected with the practice, the assistant refused to attend to the parish or clubs (which were afterwards obtained) without additional remuneration, and was dismissed without notice, on the ground that he had refused to obey the directions of his employers. It was held that the discharge was legal, and the assistant had no remedy.

The payment of salary due to assistants, in the event of the bankruptcy of the principal, is provided for by the "Bankrupt Law Consolidation Act," 1849, sec. 168, by which it is enacted that it shall be lawful for the Court, upon proof of salary due to the assistant, to order the payment out of the estate of so much as may be due, not exceeding three months' salary, and not exceeding £30. This gives him a preference over ordinary creditors to that extent. Under the 6 Geo. IV. c. 16, sec. 48, it was held that the bankruptcy of the master did not operate to dissolve a contract of engagement between a surgeon and his assistant; and as in the medical

profession bankruptcy may not materially interfere with the practice, it is not customary to regard the agreement with the assistant as necessarily terminated, or in any way affected, by the bankruptcy of his employer.

By the death of the surgeon by whom he is employed the assistant is discharged, but professional *etiquette* would strongly condemn the assistant who took advantage of his legal position to cease attendance upon patients who might urgently require help, or to leave the widow and family without his aid at such a juncture. Nevertheless, as the law so stands, I advise, *as an invariable rule*, that, in case of the death of the principal, no reasonable time be lost in communicating with the widow, or other representative of the deceased; a distinct arrangement, indeed, should be entered into for the continuation of the assistant's services for at least a month or two.

The executors or administrators of the deceased are the persons to whom the assistant must look for the payment of his salary for services rendered in the practice after the death of the principal.

When an assistant, whose salary is paid periodically, refuses to perform his duties, or so conducts himself as to justify discharge without notice, he is not entitled to be paid any salary for that portion of time during which he may have acted as assistant since the last periodical payment.

Thus, an assistant, receiving his salary quarterly, having in the third month of his services got drunk and behaved in an offensive manner to his principal's servants, was held to have no claim for any salary for the time he had served, although his master discharged him without notice, and in fact kicked him out of his house and refused to readmit him. An assistant *rightfully* discharged has no claim for salary, which might otherwise have been due to him.

In case of the death of the assistant whilst in his principal's employment, it is customary to pay the salary due up to the date of the decease.

When a surgeon has engaged an "indoor assistant," the principal is bound to supply him with the necessary food and lodging, and the refusal or the neglect to do so is a misdemeanour, punishable by imprisonment. But as assistants' engagements are for short periods, and the parties making such engagements are usually respectable and in fair circumstances, such a case has never occurred in medical history, so far as I can ascertain from the Law Reports, &c. The principal is bound to provide medical attendance for an apprentice, or pupil with indentures; but it has been questioned whether he is bound to do so in the case of an ordinary assistant. Professional custom seems to have invariably secured to the assistant the medical attendance of his employer, with a supply of the necessary medicines

from his employer's surgery ; and, furthermore, it is generally equitable that it should be so, since in the majority of cases the assistant may be suffering from infectious disease, contracted in the performance of his duty. Professional usage, however, is equally decisive that this claim for attendance and medicine only remains in force as against the principal so long as the assistant is either in his employer's house, or in the lodgings or house customarily occupied by the assistant, although, even after his removal, professional custom will secure him medical *attendance* and *advice* without cost, as it is the rule that medical men do not charge each other for professional services.

The principal is liable for the consequences of any act done in obedience to his orders or under his general directions by his assistant, unless the act be one involving moral turpitude, in which all parties are equally guilty and liable to punishment. Thus, where an assistant under his principal's instructions conspired with him to produce abortion under circumstances of a criminal character, the fact that the subordinate acted under his employer's orders did not enable him to escape punishment, and the relative guilt was not enquired into. But no principal is bound to indemnify his assistant from damage arising in consequence of his acting contrary to orders ; nor even is he bound to indemnify him against the con-

sequences of injuries sustained in the ordinary duties for which he was engaged, since by his acceptance of the engagement the assistant impliedly undertook, as between the surgeon and himself, to run all the ordinary risks arising out of his duties. On the other hand the principal is bound by the acts of his assistant, and liable for the consequences of them, provided they are within the scope of the ordinary duties performed by medical assistants; and it is especially to be noticed that a gentleman employed to conduct a branch practice is assumed to be invested with all the authority necessary for transacting all the business of the branch, such as is usually entrusted to an out-door assistant occupying such a position. If, therefore, the principal has not confidence in his representative, he should be careful to have a written contract limiting the powers delegated to the assistant to the special duties intended, for the assistant at a branch practice will be regarded in law as the general agent of his principal for all purposes within the scope of his professional employment. Thus, although the assistant might pledge his principal's credit for drugs used in the surgery, he could not render his employer liable for wine or spirits unless the surgeon gave special authority for the purchase. Nevertheless it is desirable in the case of an assistant at a branch practice that the principal should not allow the tradespeople or others in the place to regard the

subordinate as possessing unlimited powers of pledging the surgeon's credit, although it is clearly settled that where the principal has not either expressly or impliedly by a course of dealing authorized his branch assistant to pledge his credit, the assistant cannot render his employer liable to pay for goods obtained by him, other than for those used in the business.

In case of any wrongful act done by the assistant in the course of his professional duty, the surgeon whom he represents may be liable to civil action by the sufferers, and it is only reasonable that this should be so, for it is obviously more just that the medical practitioner who selects the assistant from a belief in his skill and care, and who can remove him for misconduct, should suffer for the misconduct of his representative than an innocent third party who probably employed the assistant owing to the confidence felt in the employer's selection. But the principal is only liable where the assistant is acting in his capacity as assistant and in accordance with the authority given to him; beyond the scope of his professional duties the acts of the assistant in no way involve responsibility to the principal.

If an assistant exceed the authority given to him, or fraudulently misrepresent his employer's authority, or exceed the customary powers delegated to assistants, there is no doubt that he (the assistant) is personally liable to the person with whom he deals in the

name of his principal; and assistants may even be rendered liable for written orders intended to be given for the employer, provided that they do not disclose that the order is given for the principal with his consent. Thus a gentleman conducting a branch practice at H—— wrote to a wholesale house and ordered a quantity of drugs in his own name, though the goods were for the surgery belonging to his employer, whose name did not appear; the wholesale druggist sent the goods upon the credit of the assistant and recovered against him, as his employer repudiated the debt. It is therefore important that when assistants enter into written contracts on behalf of their principals they should be careful to do so in such a manner as to exclude the possibility of their being personally liable upon such a contract.

The payment of an account to an assistant in the surgery or usual place of business is regarded in law as a payment to the principal, and the assistant's receipt puts an end to the claim of the employer and renders the assistant liable to his principal. But if the assistant *in error* received charges in excess of the proper demand, he cannot be sued for the recovery of such sums if he have paid them over to his principal, even though the latter wrongfully detain the money. On the other hand the assistant will be liable if he knowingly and wrongfully took money which was not due, whether he pay it over or not.

The assistant cannot be excused from liability to answer *criminally* for any violation of law he may commit on the ground that he was only acting in obedience to his principal's instructions (4 Blackstone's Com., 28) unless he can show that he was an *innocent agent* in the matter; for as Justice Erle stated in the case of *Reg. v. Beasdale*, "if a man does, by means of an *innocent agent*, an act which amounts to a felony, the employer, not the *innocent agent*, is the person accountable for that act." There are cases, however, in which, though the principal may be liable only in a civil action, the assistant must answer *criminally* for his own personal negligence.

I shall now proceed to write of testimonials given to assistants, with regard to which subject there exist in the minds of many otherwise well-informed gentlemen the most erroneous impressions. One of these common fallacies is that an assistant who has conducted himself with propriety can *demand* a testimonial to that effect. The giving of a testimonial is only a voluntary act, and as the learned author of the "Treatise on Slander" says:—"A party offends grievously against the interests of the community in giving a good character where it is not deserved, or against justice and humanity in either injuriously refusing to give a character or in designedly mis-

representing one to the injury of the individual." There is, however, no legal obligation upon a principal who has engaged an assistant to give the party so employed any testimonial on dismissal, and no action will lie against any principal refusing to do so or to become a reference. In the latter case, if the late employer, Mr. A., be applied to by a surgeon, Mr. B., who contemplates engaging the assistant, Mr. C., who had been in Mr. A.'s service, the letter of Mr. A., in reply to Mr. B.'s enquiries, would be regarded as a *privileged communication*, and no action could be maintained by Mr. C. against Mr. A., his former employer, unless he could prove that the testimonial given was *maliciously* false. For in the case of *Harrison v. Bush*, it was laid down as a legal canon that "a communication made *bonâ fide* upon any subject matter in which the party communicating had any interest, or in reference to which *he has a duty*, is privileged, if made to a person having a corresponding interest or duty, although it contain criminary matter which, without this privilege, would be slanderous and actionable."

If a principal knowingly give a false character of an assistant to a surgeon about to engage him, the latter may recover damages against the former employer if the assistant rob or injure his new employer; moreover, in such a case, the person giving

the false character with intent to deceive and thereby obtain an appointment for another can be punished *criminally*. And any person pretending to have previously employed the assistant and giving him a testimonial intended to deceive is punishable with severity, under the statute 32 Geo. III., c. 56; the scoundrel availing himself of such testimonial is liable to the same punishment.

Dishonest acts by medical assistants are punishable as such acts by ordinary menial servants, the law in such cases being very severe, and properly so, for such persons not only commit a crime in the act itself, but avail themselves of a position of confidence and trust to do so.

Since the publication of the first edition of this work, the laws relating to breaches of contracts between assistants and principals have undergone important modifications. By the 30 and 31 Vict. cap. 141, wherever either the employer or employed shall neglect to fulfil any contract of service—or where the employed leaves without notice—or in case of any dispute between them, a complaint may be made to a Justice of the Peace, setting forth the damages claimed, and a summons will then be issued against the party so complained against to appear in the court within eight days. In case it can be shown that defendant is likely to abscond he may be required to find sureties for his appearance, or in

default be detained in custody. At the hearing, compensation or damages may be awarded by the Justices. In default of payment of the fine or compensation the defaulter may suffer imprisonment. Under the new law the parties to the contract and their wives are competent to give evidence.

It is necessary in writing on the legal relations of the principal to the assistant to note, moreover, that although it is not legal for any person to practise as physician, surgeon, or apothecary, without having a diploma from the body he professes to represent, yet the law has decided that an unqualified person (without diploma) may enforce a claim against a patient attended by a qualified assistant, providing the charge is made for such services. Hence, it follows that in strict legality a qualified man may make a legal contract with an unqualified person to act as assistant with the latter. In most cases such a contract, although legal, would nevertheless be professionally infamous, for it is by such means that fraudulent impostures upon the public are carried on. Nevertheless, such relations are not *always* even discreditable—as, for example, where a qualified assistant carries on the practice of a deceased surgeon for the benefit of his widow, or for the benefit of the son of the deceased, who is not yet qualified but who is studying for the medical profession. The most discreditable cases are those in

which a qualified man lends the use of his name to enable an unqualified empiric to carry on a special practice. No professional man of respectability or honour would ever entertain such an arrangement, however much annual gain it was calculated to produce.

There are other acts which, though they are not absolutely illegal, are yet very discreditable. For example, a qualified assistant engages with a principal on a verbal understanding that the assistant is to sign an agreement not to practise within certain limits without the consent of the party engaging him; the preparation of the agreement is postponed from time to time, and at last is perhaps forgotten; the principal dies and the assistant commences practice on his own account in the locality, thus depriving the representatives of the deceased of all power of selling the "death-vacancy." In this case the assistant avails himself of the fact that his employer was too good-natured to distrust him, or to enforce the detailed fulfilment of a promise given; no man of honour could take advantage of such a circumstance. In other cases, almost equally shameful, assistants have availed themselves of this good-natured confidence of their employers to commence practice during their lives amongst the patients to whom they have been introduced by the principals, even after the assistant had, in writing,

promised to sign such an agreement. In this last case they are within reach of the law, if those whose confidence has been abused consider them worth "powder and shot." But in all these cases, *as a rule*, the men who are guilty of dishonour are "cut" by their professional brethren, and their commercial morality is duly estimated by the residents in the locality.

All fees or monies paid to the assistant are legally the property of the principal, even although paid for special personal service. Thus if in the absence of the principal, the assistant be called to a fatal accident, and afterwards to attend the coroner's inquest, the fee in such a case legally belongs to the employer, although it is very customary for the half of it to be given *as a compliment* to the assistant. As it is doubtful whether in strict law presents of money made by patients to the assistants do not belong to the principal, it is always desirable that the fact that such a present has been made should be made known to the employer immediately. If no objections be then raised it can scarcely become the subject of dispute afterwards. The above law of ownership does not apply to presents of other things than money, such as instruments, or articles for the assistant's personal use; but even in this case I advise no concealment of the facts.

## CHAPTER IV.

## THE BUSINESS RELATIONS OF PRINCIPALS AND ASSISTANTS.

THE connexion between the medical practitioner and his assistant usually brings together two gentlemen who had no previous knowledge of each other, and who must both be prepared to exercise some forbearance and consideration for the other. The surgeon who, for the first time, brings a young gentleman to reside in the house as his assistant is as awkwardly placed as the successful candidate for the appointment who takes his first step in independent life.

Before the apprenticeship system of education was abandoned the place of the assistant was filled by a series of apprentices; as the senior pupil approached the end of the term of his indentures a junior was introduced, who received the necessary rudimentary instruction in dispensing, &c., before the senior came up to the Hospital or Medical School. Professional assistants were not then in such demand, and the salaries offered to them were low, whilst the work to be done was more objectionable. Under

the old *regime*, the words "pupil," "apprentice," and "assistant," were generally synonymous; and the "young gentleman in the surgery" was the son of a friend, or the ambitious descendant of a patient of the practitioner. All this has undergone a considerable change; under the new regulations, apprenticeship is not necessary except for the Apothecaries' license, and few young men like to enter upon an arrangement which seems to deprive them of their liberty. A term of modified pupilage, which is supposed to give a limited knowledge of pharmacy, is required by some of the examining bodies, but this is a very different arrangement to that which existed under the apprenticeship arrangement thirty years ago. The "assistant" of the present day has not had the discipline of the indentured pupil; he learns dispensing perhaps in a sort of irregular way, if at all, or perhaps he obtains his diploma in happy ignorance of the necessary conditions of success in general practice.

The surgeon whose practice has grown beyond his own personal management, and who requires an assistant, adopts one of four courses: 1. He applies to some friend to recommend him a suitable person. 2. He applies to a professional agent. 3. He advertises for an assistant; or, 4. He answers an advertisement of some gentleman requiring such a situation.

I shall consider these various courses in what appears to me to be the interests of the principal.

The application to a medical friend would certainly be the best course of all, if the party to whom application were made were connected with one of the schools, or had special opportunities of coming in contact with gentlemen requiring situations, and if he had time and leisure to give to the selection of candidates. For if such a friend could and would select, it would save expense, and give the principal himself confidence that a good man would be sent to him. But few "friends" are placed in such a position as that indicated, and, if they were, they would not consider it very "friendly" if all their acquaintances bothered them to select assistants for them; and, lastly, it does not follow that those requiring appointments communicate the fact to the officials, or even their friends, at the Hospital. This plan, therefore, though good in theory, is seldom practicable.

The advantages of an application to a professional agent are such that it is the course usually adopted, for reasons which will be explained. In the first place, a person who undertakes to do a certain thing will be more likely to do it well, if he be accustomed to do it as a matter of business (and is continually doing it), than if it be undertaken by an amateur who does not make it "a matter of

business." The professional agent comes in contact constantly with the parties requiring appointments; he is also in communication with their companions, and has better opportunities of knowing their characters and habits than any occasional interview could supply. In many cases he knows their previous history from the principals who have employed them, and who are personally known to him. It is obvious that an ingenious, plausible scoundrel might impose, by similar means, upon a dozen surgeons to whom he might apply in succession, after a course of drunken blackguardism in the houses of each, provided the victims were unknown to each other. The agent might possibly be deceived *once*, but no client of his could ever be imposed upon by the perpetrator afterwards, because as soon as the first principal to whom the impostor was sent experienced the painful demonstration of the deception which had been practised he would report it to the agent, who would record the offender's name in his "black list" for the future. Thus, instead of twelve victims the fellow would only make one. I shall relate a case from experience. An individual, giving the name of P., applied to me for an appointment as unqualified assistant; his address was good, his conversation very intelligent, and his appearance pleasing. He gave as a reference his late employer, Mr. S., naming the number of the

house, &c., where he (S.) was said to reside, and which corresponded with the Directory. A letter of enquiry was accordingly sent to the address given, and a reply came by return of post stating that P. had been in his service for three years, that he was honest, intelligent, sober, and diligent. Under such circumstances, I had no hesitation in recommending him to a client who required temporary help. I heard no complaints, and at the end of the brief term sent him with a strong recommendation to take a position of considerable responsibility and trust. Then the true character of the man came out, and before many days I was charged with having sent a drunken savage, who had outraged every notion of decency in the circle into which I had introduced him; the next post brought me further news that he had robbed the house! I rushed off to Mr. S., the reference, hoping to obtain the means of proving my own justification; found the number, knocked at the door (upon which Mr. S.'s plate still remained), and then learned from the person who was in charge that Mr. S. had been dead two years, but that P. had subsequently lodged with her, attending some of Mr. S.'s patients, and *receiving the letters addressed to the surgeon named.* The impostor, of course, did not again call upon me, but he repeated the fraud which he had practised upon me upon at least six other employers with

whom I had no means of communicating. At last a gentleman who had applied to me, and had advertised, also came to me and said that he had engaged a very suitable man, named P., and that he had left him in charge of a branch surgery, in a densely populated neighbourhood. I immediately warned my friend, who went back and charged P. with fraud, but offered to give him the opportunity of "turning over a new leaf." P. fell on his knees and wept, but absconded the next morning with all the money from the till, his benefactor's great coat, and two pairs of boots. For several months afterwards he continued his fraudulent course, successfully finding fresh dupes until he again applied to a client of mine whom I had *previously* warned. I took advantage of the opportunity to lay his antecedents before the police, and he afterwards left London for a term of years to study discipline and practise temperance, at Her Majesty's expense, on a picturesque island near Weymouth. A score of similar cases could be quoted, in which an application to a professional agent would at once have stopped a career of imposture. No respectable agent ever finds it to be his interest to recommend an unsuitable man; on the contrary, his success will depend upon the satisfaction he can give to his clients. Moreover, as the agent is in daily communication with parties requiring engagements, he can accomplish what is

desired with more promptitude than is possible by any other mode.

In making application for an assistant to a professional agent, the principal usually asks only for an introduction to gentlemen requiring appointments; but he should always state fully what he requires, and what special prohibitions he has to make. Thus, he should explain whether the assistant is to be qualified or unqualified, in or out-door, and, if the latter, whether married or single; whether he must be able to ride and drive, attend midwifery, dispense, keep books, and accustomed to club and union practice; whether he objects to any particular religious views, or has any preference for protestants or catholics, dissenters or churchmen, &c., &c. In addition to this, he should also name the salary proposed to be given, and the approximate age which would be most satisfactory, &c., &c., &c.

In the third and fourth cases the negotiation is by advertisement, the objection to which is generally that the principal is open to deception from parties whose names are already too well known to those who have once employed them. I remember, in a case which gave me a considerable amount of trouble, that the respondents to several advertisements were in a conspiracy to trump up false testimonials for each other; they were all resident in London at different lodging-houses, and gave

references to each other. The writing of one of them fixed his identity, and ultimately led to the discovery of the conspiracy, and the retirement of one of the parties to take muscular exercise for three months upon rotatory steps, in a strictly secluded residence in Coldbath Fields. If a principal, therefore, thinks fit to advertise, under the impression that it may save time, or for any other reason, he will nevertheless always find it to his advantage to make reference to a professional agent before he finally engages. Even if he have to pay a few shillings for such information, it will be found far cheaper than the commission of the mistake of engaging a wholly unfit or unsuitable person, and receiving him into the house.

Some of the wholesale drug-houses in part fulfil the functions of agents; but most of them have discontinued this action, because it has been found to interfere with their general business, and because they cannot give such close attention to it as the business is found to require.

What has been said as to the mode in which principals obtain assistants in a great measure applies to the modes in which assistants procure situations. There are many practitioners who cannot obtain assistants through any respectable agent, because the manner in which these persons treat their assistants is known. Some afford no proper

accommodation, or expect the assistant to sleep under the stairs or over the stable; some evade the payment of their salaries upon frivolous excuses, or dismiss their subordinates on the slightest ground, and without payment of salary. One man—calling himself a county magistrate—to my knowledge, had six assistants in twelve months, and never paid any of them! The victims were all obtained by advertisement, as all respectable agents had refused to send any applicants to the hoary offender.

It may appear invidious on the part of the writer to speak of “respectable” agents, since that expression conveys the insinuation that some are not as honest as they ought to be. Unfortunately, no business is so open to the charge of imposture as that of agency; and, on the other hand, there is no fraud against which sensible persons can so readily and easily protect themselves. The test is simple: no honest agent desires to take payment for work which he cannot do, and, that being the case, the agent who *can* do what is required of him *does not demand payment beforehand*; he is content to be paid for services rendered. If an assistant on application to an agent be told that the fee must be paid in advance, he had better not pay at all. Persons, professing to be captains of ships, occasionally advertise that they can secure appointments for young surgeons on vessels belonging to the best “lines,”

and when their victims call they are induced to pay from half-a-guinea to two pounds to secure the good offices of the pseudo-captain; but they never get the appointments, and rarely recover back what they have paid. If an agent ask for the expenses of corresponding with his client at a distance, and the amount does not exceed a few shillings, the request is reasonable; but, as a general rule, if anything more be demanded *in advance* the transaction may be viewed with suspicion.

*Apropos* of ship-appointments, they are mostly secured by private interest; those under the Commissioners of Emigration are subject to great competition; the Peninsular and Oriental Company's appointments are still more eagerly sought, and are, therefore, more difficult to secure; next, perhaps, in order, might be placed some of the private firms, and the American packets. The Royal Mail service is more accessible, because all the new appointments are made to the West India stations, from which the medical officers are promoted to other and more eligible stations. Some very respectable agents give their special attention to such appointments.

Let us now suppose that a principal has decided to take an assistant, or, *vice versâ*, that a young gentleman has resolved to take an appointment as assistant. The first question is that of salary. The rate of remuneration depends upon the duties required, and the

qualifications of the candidate. The junior assistant, who can dispense only, will not earn more than £30 a year, with board and lodging; under some circumstances, if time be allowed for reading, he will be expected to give his services. The unqualified indoor assistant who can visit, dispense, attend midwifery, and assist in keeping the books, will be able to get from £40 to £45; and if a specially good man of experience, &c., may obtain £55 or £60. There is a yearly decreasing demand for the services of unqualified men, where there is any work beyond that which can be performed by a junior, and the salaries are, therefore, on the decline. If there be any exception to this rule it is in the case of the open surgery and retail, in which qualified men refuse to be employed; but, in these appointments, a special knowledge of the prices of articles is required from the assistants. A qualified *indoor* assistant, able to take the general responsibilities of ordinary practice, with dispensing, &c., can generally obtain at first £50 or £60 (with board and lodging), and afterwards in proportion to his merits, £70 or even £80 a year; I have known exceptional cases in which £120 a year, with board and residence, has been given to a favourite assistant.

“Outdoor assistants” obtain larger salaries, but have to pay the expenses of their own maintenance and lodging; thus non-resident *unqualified* men who

would receive £40 *indoor* will obtain about £70 *outdoor*. There are no situations more scarce, and therefore more difficult to obtain, than those for unqualified married men, who are obliged to live away from the house of the principal; hence, I again utter my protest against the cruelty and rashness of gentlemen contracting such imprudent marriages before they have obtained their diplomas.

Doubly-qualified assistants are almost always now required for outdoor appointments, particularly for branch practices where, perhaps, the assistant lives at some distance from the principal, and may be called upon to hold parochial appointments, give evidence before the coroner's inquest, or at the assizes. The salaries range in such cases from £100 a year without a house, to £150 a year with a house, attendance, &c., provided by the principal; in rare cases, where colliery appointments are held by the assistant, a house with attendance is provided, and £200 salary allowed.

The *Locum Tenens*, or temporary assistant, is engaged for special service, and for a limited time, at higher rates than permanent assistants. To well-qualified gentlemen, able to take the entire responsibility of the practice in the absence of the principal, from two to five guineas a week is given as salary, their railway fare (second class), and expenses from and to London being allowed, with board and

residence during their stay. Such appointments are only suitable for individuals who are acquainted with the amenities of society, and can accommodate themselves to the social habits of the household in which they may be placed. There are, however, a special class of temporary duties such as arise only during the prevalence of great epidemics, which do not involve the residence of the assistant in the family of the principal; these are paid for at the rate of from seven to fourteen guineas per week.

That species of man which in former days took to the work of medical assistant as a permanent source of livelihood has almost become extinct, a few gray-haired fossils only remaining to us; nor can it be expected that, for the salaries before named, any man will yield up every prospect of becoming his own master, and toil on to old age with no better hope than the very uncertain one of a small annuity from his employer, when the assistant becomes superannuated. Yet it is the constant requirement of principals, that the gentlemen who come to assist them shall *remain with them*. The only mode in which such a permanency can be secured is by making it worth the assistant's while to identify himself with the practice. This is scarcely ever done. Occasionally, a sort of promise of a very vague character is held out, which may mean anything or nothing. Sometimes—we are happy to say rarely—

an assistant is induced to accept a low salary by a conditional promise of a future partnership; time generally demonstrates the conditions to be impossible, and at the end of a couple of years, in too many cases of this sort, the assistant discovers that the partnership cannot be had, or is not worth having. Indeed, my experience indicates that there is nothing so generally unsatisfactory as "Assistantship with a view to Partnership." In theory, such an arrangement would seem to be the best mode in which the parties could gain a knowledge of each other, and by such an agreement the junior might expect to get a complete knowledge of the practice in which he hopes to have a share; but in practice it is not so. An energetic and clever assistant may make himself indispensable to his employer, and thus secure a title to a share in the practice; but where the assistant goes with a "view to partnership" the plan is not found to work well. The junior views it as a mode by which he gives services in lieu of money, and he puts a different value upon the work he does from the estimate which his senior places upon his labour. The junior thinks he does too much, the senior thinks the junior does too little; the senior thinks that he is not treated with sufficient respect, and the junior demands to be regarded as a partner and an equal. And so it happens that the whole arrangement breaks down. Again, it must

not be overlooked that any gentleman who goes out as an assistant in any particular practice, will always be regarded as such—as inferior to his principal—by the patients in general. It may not be just or fair, but the statement is justified by experience.

Again, when a gentleman of twenty-five joins an old practitioner thirty years older, it is found that the patients will not and do not receive the junior so long as the senior's attendance can be obtained. If a partnership be obtained under such circumstances a quarrel is certain to arise, for the senior will complain that he has sacrificed half his income without obtaining any equivalent relief from work, and the junior will feel that he is constantly "snubbed."

Nevertheless, no greater mistake can be committed by gentlemen having means at their command than to plunge into private practice upon their own account without personal experience of its requirements. The Hospital and the Lecture theatre give no lessons of responsibility such as those which are learned by the assistant, and hence I should always advise that, if an assistantship has not *preceded* the obtaining of a diploma, it should follow it *as a part of professional education*. Nor are high diplomas and practical experience sufficient alone to command access to partnerships or the succession to valuable professional conveyances, for the simple reason that

people will not usually give away that which they can advantageously sell.\*

Let no man's self-confidence, therefore, mislead him to believe that he can altogether overcome those prejudices of society, or that he is an exception to the conventional laws which regulate such matters. By perseverance, patience, earnest diligence, faithfulness and devotion to professional labour, any man may achieve success; but I do not regard "assistantship with a view to partnership" as a convenient or desirable road to advancement. Moreover, it is an expensive mode of getting into independent practice, although it is regarded as a cheap and very advantageous plan. Indeed, as it generally involves the payment of an annuity to the senior for his life, the premium paid for the practice is often ten times as much as it is worth.

\* For further information upon these points, reference may be made to the Author's "Few words of advice on the buying and selling of Medical Practices, Partnerships, &c.," or to a more elaborate work on the same subject now (1869) in preparation.

## CHAPTER V.

## DUTIES IN THE SURGERY.

NO AMICABLE relations can possibly be maintained between two parties to a contract if either of them is led to think that the other fails to do his part of the contract fairly. The assistant may have the very greatest ability; he may be a person of the most gentlemanly habits and of the most polished manners, but if he is not willing to perform the duties which fall to his department he will soon feel that his principal is dissatisfied. The junior has been engaged to *assist*, and if he cannot really render assistance to his employer the engagement will certainly end. Now, as I have always dealt with the engagement as one for the mutual advantage of both principal and assistant, it is to the interest of the latter that the engagement should *not* be terminated before the time up to which it was originally intended that the engagement should be prolonged. Moreover to leave any appointment after a brief engagement is almost invariably injurious to the junior, for when he is a candidate for another situation the charge against him will be that he does

not remain in his situation—that “he is a rolling stone that gathers no moss, &c. ;” or that he must have behaved ill or the engagement would not have been cut short prematurely. Once having taken an assistantship the student had better bear all the real or imaginary grievances with which he has to contend, rather than get a reputation of this kind.

The source of many quarrels between principals and assistants are the duties of the surgery (or dispensary, as it would be more properly termed). And as it is specially for this department that the assistant is usually engaged, it is obvious that the principal will not quietly endure neglect in it. The surgeon—like all the rest of the world—when he purchases service to be rendered to him, seeks to get assistance in that department which is most unpleasant to himself. And no principal will allow his assistant to visit patients whilst he himself does the dispensing, although some young gentlemen seem to expect some such impossible arrangement. The assistant has therefore to do the compounding and dispensing, take the general management of the surgery, extract teeth occasionally, dress wounds, and, as he advances in experience, attend the club or parish patients, and conduct the cases of midwifery amongst the poorer classes. There will be a great deal of practical experience gained in this manner if the student is anxious to improve himself; but,

unfortunately, it is too customary to try to despatch the cases with the greatest expedition, and thus to learn as little as possible from them. Each case under the student's care whilst he is an assistant, if carefully watched and investigated, will afford at least as much instruction as any case in the hospitals, and generally will prove more useful. Tooth-drawing admits of many degrees of difference in manual dexterity, and can only be well done by one who knows what he is doing, the different characteristics of the teeth, and who will take the trouble to perform the operation in the manner least calculated to injure the jaw of the patient. Now, the student, *whilst an assistant*, may make himself completely master of the *principles* of dental surgery, and such knowledge may prove of great value to him in after life, and there would be one topic less to be studied whilst at the hospital. Cupping is now seldom performed, but should be learned if an opportunity be afforded. Bleeding and the opening of abscesses are also operations with which the student should be familiar; but even to lance a common boil requires more than mere manual dexterity, because the operator must be able to make himself sure that there is a formation of pus before he provides for the escape of the fluid. If the assistant have the dressing of wounds and bandaging to do for his employer he should not be

content to do it for the sake of getting the work out of the way, but he should give his mind to it as one of the "little duties" of his profession which are essential to success. Some of these things are now used as tests of practical knowledge by the examining bodies, and the candidate for a surgical diploma may possibly be rejected upon no other ground than that he has not learned *with his own hands* to bandage a leg or an arm.

The duties of the dispensing assistant are simple enough, and the work will be immensely lightened by systematic arrangements. At the commencement of the day the cleanliness and order of the surgery should be looked to, and the servant or office-lad should be employed to rectify any neglect. A plentiful supply of clean water, proper cloths and towels should be at hand, the counter should be studiously clean, and the assistant should see that folding papers of the various sizes required have been cut and put into the drawer where they are usually kept. From time to time also he should see that there is a supply of labels, pens and ink, blotting paper, bottles of the various sizes, boxes for pills and ointments, pills in mass or rolled, tinctures, essences, and drugs generally. It is a good plan to look into the stock once a week—say on a Monday morning; such inspection will tend to keep the subordinates to their duties, and will also preserve order and cleanliness.

It is quite possible that many of these pages will not tell anything new to the experienced assistant, but it is my intention to be as useful to as large a class as possible; and therefore I write for the *tyro* as well as for those more advanced. Indeed, this chapter is especially intended to help those who have had little or no experience, and are entering upon a course of life entirely new to them. With this purpose, I shall now descend from generalities into particulars, and take the ordinary duties of the day as they arise in a provincial surgery.

Formerly, the principal made out a list of the visits intended to be made during the day upon a scrap of paper; but now there are convenient little memorandum-books published, and suited for professional use, and these "visiting lists" are almost universally adopted by gentlemen in good practice. In the visiting list are entered the names of the patients under present treatment, and by simple marks in the column allotted to the day the practitioner indicates, 1st, who are to be visited, and afterwards, 2nd, who have been visited. This list is usually marked for the visits *to be* paid by the surgeon, immediately after breakfast; and at the end of the round, or at the end of the day, he marks in the visits which *have been* made. This book does not usually come into the hands of the assistant, but forms a valuable check to the entries in the Day-

book, with which it ought to correspond, and may therefore be required for reference when the "posting" has to be done. Its plan, therefore, should be understood by the assistant, who will, as time progresses, require a "visiting list" himself, particularly if the parish patients are to any extent entrusted to his care, or the parish books of attendance are under his hands. The essential point with the visiting lists and the parish books is to make the entries *for the day on the day*. Nothing should be left to the memory in such transactions.

When the principal returns from his rounds of visiting he enters in the "Day-book," as it is usually termed, the prescriptions for the various medicines or applications required by the patients. If the assistant has any visiting to do, he should do it as early as possible, and should make his entries in the "Day-book," with his "Visiting-list" before him, immediately after his return. This brings me to write of the chief work in the surgery—the dispensing.

As to the best mode of making up the medicines prescribed in the day-book, it is impossible to lay down invariable rules, but generally it will be found by far the safest plan to complete the order for each patient before proceeding to the next. In other words, if a mixture and lotion are ordered for Mr. A. B., and a mixture and blister, with ointment

and lint, for Mrs. B. C.; the mixture should be put up and labelled, and the lotion also put up and labelled, for Mr. A. B., before proceeding to prepare what is ordered for Mrs. B. C. Some assistants are accustomed to write out all the labels before the compounding is begun; but this plan is open to very grave objections on the ground that there is great danger that the wrong labels may be selected for a particular mixture or lotion, whereas such a mistake can scarcely be made if the label be written immediately after the mixture or lotion has been compounded. The folding up of the bottles, &c., may be left until the last; but nothing is gained in time which is not risked in accuracy by that mode. As soon as any particular mixture has been compounded and labelled, it should be ticked off in the day-book in some way understood and recognised by the principal, and all other persons who are engaged in the surgery; and as soon as the whole list of prescriptions has been gone through, and all the articles papered up, arrangements should be made for their prompt delivery by the surgery-messenger, or "physic-boy," as he is usually called. In special cases there may be orders for immediate despatch; these should of course receive instant attention, both as to the compounding and delivery. If the entries are properly ticked off, and if the medicines are not upon the counter it will be presumed by the prin-

cipal (if he comes in during the absence of the assistant) that the medicine has been sent out; if the entries are not so ticked off, the prescriptions may be compounded twice. As soon as the orders have been thus completed, the surgery should be restored to order and cleanliness without delay.

This routine will be lightsome or burdensome according to whether the spirit in which it is undertaken be right or wrong. If all the duties of life were highly pleasurable, requiring no self-denial and no self-control, there would be less honour in virtue. But the right thing should be done because it is right, and not because it may bring a reward. The reward of duty bravely done is always sure, but the advantage to be gained by being virtuous ought not to be the motive to do the thing that is honourable and good. Yet this may be asserted without hesitation, that in matters great or in affairs ever so small or unimportant, the man inspired by a sense of duty will not only do his work better than another without that motive, but he will do it with less toil, and will feel less tedium in the performance. To the youth who contracts with a surgeon to assist him, and especially to do the dispensing, this work is a *duty*, a work promised to be done faithfully and well. It must be done; and if done dutifully will never be tedious. To the idle, irresolute, and effeminate youth, who

wishes to lounge through life, and who never rises to true manliness, and who never knows real self-respect, dispensing will prove "a horrid bore." The weaker his character, the greater the burden; if he cannot learn that all useful work is honourable he had better stand aside with other emasculated things, and leave the honours and prizes of life to those whose ideas can rise above lemon-coloured kid gloves, and handkerchiefs scented with Eau-de-Cologne.

As a part of the book-keeping commonly falls to the lot of the assistant it is desirable that he should write a tolerably good hand. Legibility is the first requirement; neatness the second. No man likes to see his books of account disfigured with blots or daubs of ink. Hence I may note that no candidate for an assistantship in England need expect that his application will be entertained if the letter seeking the appointment is slovenly in its style or badly written; such a letter would at once prove the incompetency of the applicant for the post he proposes to fill. Frequently such letters are sent on to me by principals, with a remark upon the "horrid scrawl," and an expression of surprise that gentlemen who "cannot write decently" should seek engagements where some part of the book-keeping will devolve upon them. The vulgar, brainless affectation of writing illegibly is now confined to purse-proud

ignoramuses, who thus seek to cover the deficiencies of their education, or to fops and fools whose writing can never be of any consequence to anybody except themselves; such men are a nuisance to their friends, and their communications usually go direct to the waste paper basket, for no man of business would trouble himself to decipher them.

The "ledger" is the book containing the entries of the number of visits made and medicine sent, or operations performed for each patient, with the charges against each. Whilst the "visiting list" is a memorandum of the visits intended and made each day; the "day-book" is a register of the medicine prescribed and sent, as well as of all other appliances, and of the visits to be charged; and the "ledger" is the book in which the items are set forth with the charges to be made. The accounts in the "ledger" are therefore made up from the day-book, and the operation is called "posting." The name of the party owing the account being written across the top of the page, the date at which the attendance commenced is entered in the first column, and opposite to it the "visit" or "mixture," or operation charged. In many cases subsequent dates and several other items may be entered upon the same line with the items which are charged opposite the first date in the line. In some establishments the total of the

charges is run out at once and entered in the money columns ; in others this is left to the principal when the accounts are made out, for the reason that a different scale of charges may be made as between the richer and poorer patients. In a well ordered establishment the "posting" will be done frequently and at regular intervals ; in a large practice it should be done daily, so that if any patient wish to pay an account for recent attendance the bill can be made out without delay. Very generally the principal himself assists in the "posting;" in some cases the surgeon's wife keeps the "ledger," in others the junior assistant is expected to lend his aid.

The accounts or bills are made out from the "ledger," but it is not now considered "professional" to set forth the various items, but the whole charge is put down as for "professional attendance," or for "professional advice, medicines, &c.," from such a date to such a date. It was formerly the custom to charge for medicine only, because under the old law such charges only could be enforced ; but under the new Medical Act any registered practitioner can enforce his claim for professional attendance or advice. It was also usual to send in accounts only at Christmas, but it is now a common rule to send out medical accounts twice a year. In London it is customary to send in the account when the attendance

of the surgeon ceases—that is at the end of the illness; or if that is prolonged, half-yearly; the same custom is being adopted in other large towns, especially where there is a migratory population.

When an account is brought to be paid it should always be compared with the “ledger,” and crossed off as paid in that book, the person receiving the money entering his initials and the date of the receipt opposite the total; the bill itself should then be properly receipted (if the amount is £2 or over a 1d. stamp will be required), the assistant writing upon the account his own name, and adding “for A. B.,” inserting the name of his principal. But this is not all that should be done. In every business a “cash-book” should be kept, and in this should be entered *at once* the date of the payment, the name of the person on whose account the payment is made, and the amount received. Where there is more than one assistant it is *necessary* that the person receiving the money on behalf of the principal should put his initials opposite the entry; in all cases this is expedient. The cash so received should be at once put in a place of safety till an opportunity occurs to hand it to the principal; this should be done at the earliest possible moment, and at the same time the assistant should present the cash-book and require his employer to

put his initials also opposite to the entry, and thus by admitting the receipt of the money relieve the assistant of further responsibility in reference thereto. If this be not done the assistant may have no means of proving that he had handed over the money to his principal, who might forget that he had received it, and lay the assistant under a most unjust suspicion of dishonesty. Systematic arrangements of this kind should therefore be adopted for the sake of both parties, as a matter of business, and no false delicacy or politeness should ever be allowed to interfere with strict rules in all matters connected with money. It is unfortunately true that medical men are not as a class sufficiently regular in such matters, and many of them look upon the "cash-book" as unnecessary; but no business can be prudently conducted without one, for no man who does not keep a cash-book can know his income or his financial position. Should the lot of the assistant fall in the circle of one of these "happy-go-lucky" gentlemen who despise cash-books, trusts to his memory, and believes "things will right themselves," I advise the student *not* to follow the example of his senior but to keep a cash-book of his own and enter in it every sum paid to him, requiring his principal to put his initials opposite the amounts as proof that they have been paid over.

With the wholesale druggists' accounts, and charges

for bottles, instruments, &c., the assistant has rarely anything to do beyond checking off the articles received, and comparing them with the invoice or account sent with the goods. Such stock should never be unpacked without this being done; and if there be any error or discrepancy it should be marked upon the invoice and reported to the principal.

## CHAPTER VI.

## PRELIMINARY STUDIES.

EVERY assistant commences the study of medicine with the intention to practise legally, and to the credit of the learned and benevolent body to which he proposes to belong. The exceptions to this rule are so rare that they need not be mentioned here. Of those who thus take preliminary steps to secure a fair prospect there are nevertheless some—alas, too many!—who are prevented by misfortune, folly, imprudence, or misconduct, from completing a plan so worthily begun. The causes of such impediments have been already alluded to, and I shall therefore confine my observations to the general course to be pursued by young men who have resolved to fulfil a noble ambition in the most beneficent of all professions. In doing so, I propose to myself briefly to pass in review the duties which the assistant as a student owes to himself, and how his prospects can be improved in that capacity before he has the opportunity of entering at the hospital, or, at least, attending lectures at the medical school.

The earliest age at which a legal diploma, recog-

nized in England, can be obtained is twenty-one years; but it is really of comparatively little value while the student is so young. Assuming, however, that the candidate for medical honours can secure the *right* to pass an examination for his diploma at the age of twenty-one, it follows that he must have actually entered upon the prescribed curriculum of study at seventeen, because his lectures, and hospital practice, &c., according to the regulations of most of the recognized examining bodies, will fully occupy four years.

It appears to me a grave error to take a young man from school and plunge him at once into the theoretical studies of medical science, for it is absurd to expect that during the short space of four years he shall learn the laws of physics, chemistry, botany, zoology, human and comparative anatomy, pathology, practice of medicine, surgery, midwifery, and medical jurisprudence. My experience and observation leads me to the conviction that the most successful men are those who have some practical and general knowledge, and are able to *observe* and to *manipulate well* before they enter upon their attendance at lectures. Hence I am strongly convinced that a year or two well spent with a provincial surgeon is not time thrown away by the tyro in medicine. Students are apt to think that the whole object of their studies is to pass certain examinations; but

thousands of men find out the burden and calamity of this mistake when they are called upon to prove their *practical* acquaintance with their profession under some sudden and terrible emergency. To know the *theory* of obstetric medicine—even to have attended a large number of *ordinary* cases of midwifery with success—is a totally different thing from being so thoroughly master of the subject that no emergency can arise for which the medical attendant is not prepared. Many a surgeon has turned pale at the bedside of his patient on finding himself suddenly in the presence of some difficulty which he does not clearly understand, and with which he is utterly incompetent to deal decisively. In such moments he would feel with deep acuteness that “cramming” and “grinding” will not alone make a professional man the “master of the situation,” *semper paratus*, and ready for “the occasion sudden” with which the practitioner will from time to time be called upon to deal, and oftentimes alone. The student who resolves not only to *appear*, but to *be*, qualified to take any and every surgical or medical responsibility which can present itself will not be in a hurry either to begin or to end his curriculum; his whole purpose will be to gain knowledge and experience for its own sake, and to fit him to practise successfully. Other men may at the first seem to outstrip him in their *apparent* progress, but the man

who is thoroughly grounded in his profession, and has become familiar with the principles of the sciences *before* he enters upon his lectures, will soon outstrip and take precedence of those whose attention to the higher branches of their profession is prevented by the necessity of studying outlines and elements which ought to have been learned before. Such fundamental knowledge should be gained, and may be obtained during assistantship.

Thus, as an amusement, the outlines of both zoology and botany—as much as it is essential for the student to know—may be learned before the pupil has commenced his lectures. I say the “outlines” because one of the mistakes which young men make is to try to learn too much at once, or to “cram” science or learn by rote certain descriptions. Natural history is not to be learned in that way; each step in progress is a picture to be remembered; each lesson learned is a demonstration which appeals to the eye as well as to the understanding; in this respect it is wholly different from a Greek or Latin verb, or from the phrases in a French vocabulary. The memory of words may be easily lost, but if an object has been once seen, examined, dissected, and its peculiarities noted, it cannot readily be forgotten. But to produce this effect upon the mind, the image must not be confused by attempting to crowd too much upon the memory at once. The artist begins

his picture by a sketch, which is gradually made the basis of a more decided outline, some of the details are then filled in and the general position of the colours determined upon, till at last the finishing touches, which show the master's hand, are super-added. No painter finishes a little spot upon his canvas before he has put his ideal into a sketch, and in like manner the student will fail in the study of the sciences if he attempt to achieve a perfect knowledge of details without an acquaintance with fundamental principles. It may not be difficult to understand a description of the natural order *umbelliferae*, but to be able *at a glance* to know the plants belonging to this order, and in the mind to recal the usual characteristics of the whole tribe can only come from a personal familiarity with some of the principal representatives of the class. This familiarity is within the reach of every schoolboy, but can only be gained by examination with the student's own eyes and dissection with his own hands. Once seen and handled, whilst it is compared with a description in a text-book, an umbelliferous plant can never be forgotten. So with a hundred other natural orders which supply drugs to the English pharmacopœia. But one *order* should be thoroughly impressed upon the mind's eye before another is explored, and the student in his earlier years should be careful rather to understand the principles of classification than to

affect the "school-girl cleverness" of merely knowing the names of the myriads of plants with which he may come in contact. In botany, as in every other science, there are preliminaries which *must* be learned, and it is obvious that an object cannot be described without terms, and those terms should convey to the mind a distinct idea—a picture of the object. Young men are impatient of new words, yet ordinary language cannot conveniently in a word describe the differences between some natural objects or parts of organized structures—as for instance the difference between an exogenous and an endogenous stem—between a pinnate and a pinnatifid leaf—between a dicotyledonous and a monocotyledonous seed—between a calyx and a corolla, or between a stamen and a pistil. All these terms convey to those who know their meaning a distinct idea, or mental picture, nor would they have been retained unless they had been found by experience to be useful. The assistant or the student will find amusement in collecting leaves; and he will add greatly to his facilities in learning botany by becoming thoroughly familiar with the names descriptive of their various forms. They may be collected and gummed into a blank book, writing below or opposite each the words descriptive of its particular form (such as simple, compound, pinnate, cordate, palmate, ovate, oval, pinnatifid, lanceolate, sagittate, hastate, ternate,

pectinate, sinuate, runcinate, &c.) To sketch these leaves from nature will assist the memory to remember them, and will also teach the hand to draw—an accomplishment always valuable to the pathologist. In learning these, or any other names, it is most desirable to associate them in the mind with their true meaning—for example, to remember that “cordate” means “heart-shaped,” that “palmate” means “fingered like a hand,” “sagittate” means “shaped like an arrow” (*sagitta*), and so on. A good knowledge of the general characteristics of leaves is, in my opinion, the first step towards all future success in the study of botanical classification; then may follow the study of the parts of the blossom, fruit, stem, and root.

In like manner the student, whilst yet an assistant, may lay the foundation of his knowledge of zoology by observation of common objects around him. The anatomy of the cat is a type of that of the tiger, and of the great natural order (*Felis*) to which some of our most powerful wild beasts belong; the common fly, the spider, the mouse, the common fowl, or still commoner sparrow, the fresh-water fishes of our rivers, or the sea fish which is so plentifully used as food, all are characteristic, and will supply fundamental knowledge if they are viewed under the light of some text-book of Natural History. The “back-bone,” or column of vertebræ,

in the cat, dog, sheep, horse, bird, or fish, are peculiarly instructive, because they will lead him to comprehend the structure of the spinal column in MAN, and thus lay the foundation of his knowledge of human anatomy, the materials of which are not always within reach of the student in a provincial town. Nevertheless, it is greatly to be desired that the tyro in medicine should be familiar at least with the bones of the human subject before he commences his curriculum; and for this purpose, if for no other, every surgeon in the country who takes a pupil, or employs a student as his assistant, should either have a complete skeleton, articulated or otherwise, in his own possession, or should possess facilities for giving the pupil entrance to a local museum, or public institution, where there are specimens of human osteology. It is not enough that these specimens should be looked at cursorily in a glass case; they should be seen in all aspects and handled by the student. The general shape and position of the larger bones should be learned first, then the differences between them on the right and left sides, then the characteristics of the vertebræ in different parts of the spinal column, then the bones of the skull, and, lastly, the characters of the small bones in the hand and foot. Any attempt to learn the position and action of the muscles, except by actual dissection, is time wasted—utterly misspent. *Post-*

*mortem* examinations will of course occasionally fall in the student's way, and he should make the most of such opportunities to learn at first the general position of the various parts of the body, the appearance and feel of tissues, and the outlines of the principal organs.

The principles of Natural Philosophy can be learned by the student in like manner before he enters at the Hospital or Medical School. For instance, he should know something of the nature of the most plentiful materials existing in the physical universe within our reach, before he enters the theatre to listen to the chemical lecturer; and he may know without much labour, with the aid of a few experiments with the simplest apparatus, the *general* nature of such things as oxygen, carbon, hydrogen, nitrogen, chlorine, sulphur, the common metals, and the oxides of those producing alkalies in the familiar forms of soda, lime, potash, magnesia, &c. Here again, as in zoology and botany, the great thing to be first gained is an acquaintance with common objects, and the principles upon which they act and react upon one another. The outline must come first, the details afterwards. If the principles of things be understood, the resulting phenomena will never remain obscure, for Nature is a Unity; the same absolute system of unfailing law reigns throughout; the same character is impressed on all

her works, which are always adapted to fulfil their purpose in the most perfect manner. These laws are never suspended, never altered, and they know no exceptions. The physical conditions being the same, the resultant phenomena admit of no variations; once understood, they can never be misinterpreted, and very rarely forgotten. It will save the student an immense amount of time in his future life if he becomes thoroughly grounded in these simple principles, which lie at the root of the sciences, before he enters the schools. But, perhaps, it may be asked, "What is meant by simple principles?" It would be easy to occupy a whole chapter in reply, but I shall content myself with a few illustrations. The matter in the earth and the atmosphere around it is a fixed quantity, which is neither increased nor decreased in weight by any phenomena within it; no part is ever destroyed, it can only be changed; no addition is made by growth, for the plant or animal is wholly composed of materials abstracted from its surroundings; nothing is taken away by decay or burning, which is merely a chemical action, changing the substance into its component parts. A candle being lighted in a chamber perfectly closed will burn down to its end, if there be in the vessel sufficient oxygen to maintain combustion, and the air will be the heavier by the weight of the candle which has been burned—

neither more nor less; the candle has only been changed, the materials have not ceased to exist. *Matter is indestructible* Again, fluids and gases exercise an equal pressure in all directions, and water always finds its own level. A thousand familiar examples present themselves, yet ten thousand foolish attempts at impossible inventions have been based upon ignorance of this simple law. Again, no force can be exerted except at the expense of some physical change which produced it (whether vital or chemical), and no combination of mechanism can by any possibility reproduce the power which originated it. To suppose otherwise is to assume that a given quantity of anything should be so large that it would never be rendered less by the constantly repeated abstraction of ever so small a part. Thus, any force applied to set a piece of machinery in motion is lessened by the friction of the parts of the machine, and would inevitably, under any possible circumstances, *fail* to reproduce the original power.

To enable the student thus to educate himself in principles, it is necessary primarily that he should cultivate his faculties of observation. This culture in itself will prove of the highest value to the medical practitioner in after life. A small work entitled "The Chemistry of the Seasons," by Mr. Griffiths, will afford a multitude of suggestions,

and it is a very readable book. As an introduction to a knowledge of the animal kingdom, I cannot speak too highly of "Zoology for Schools," a charming book by Mr. Patterson; or, if a more elaborate work can be afforded, I would recommend the volumes on Natural History, published by Routledge and Co., and edited by the genial pen of the Rev. G. Woods. Dr. Alexander Silver, of the Charing Cross Medical School, has produced a very pleasant and able introduction to Botany ("Outlines of Elementary Botany," published by H. Renshaw, Strand), which is comprehensive at the same time that it does not trouble the student with unnecessary detail, and it appeals to the eye by its capital illustrations. Professor Lindley's "Elements of Botany," and Professor Bentley's work, "Manual of Botany," on the same subject, are excellent textbooks. The latter is especially suitable for students. Dr. Lankester's "Half-hours with the Microscope," or Mr. Jabez Hogg's excellent book, "The Microscope, its history, construction, and application," will form suitable introductions to that department of amusement and instruction which has been so earnestly recommended in these pages. Dr. Arnott's "Elements of Physics" is one of the best works of its kind, explanatory of the principles of physical science, but it is hardly so well suited to the student as a more modern work, "The Elements of Natural

Philosophy," by Dr. Charles Brooke, which is based upon the deservedly popular volume by the late Dr. Golding Bird. It is copiously illustrated in the very best style, and published by Messrs. Churchill and Sons, of New Burlington Street. By them are also published "The Anatomist's Vade Mecum," and the "Surgeon's Vade Mecum," two capital books for study when the tyro is prepared for them; the former is a useful manual in anatomy and is also especially instructive in osteology, as the illustrations are perfect; and the latter would enable the assistant to make the best use of any accidents or operations that came under his notice.

As allusion has been made to the microscope, as an instrument of recreation and instruction to the young candidate for medical honours, it may be necessary to add a few sentences of advice upon its selection and use. The most expensive instruments with very high powers are only useful to those advanced in the practical use of the microscope and engaged in some special scientific investigations. An instrument which will be found to answer all the purposes of the student, and to meet nearly all the requirements of the general practitioner in after life should be selected. I cannot advise the young microscopist at first to resort to the use of object-glasses of high powers which, when good, are very expensive; the two inch, one inch, and half inch

are the best for general purposes if three objectives can be afforded; if two only can be purchased, then I recommend the inch, and the half inch. Excellent microscopes with nearly all the necessary apparatus and good mechanical and optical arrangements can be had at prices ranging from £3 3s. 0d. to £5 5s. 0d. No more valuable present can be made by a well-satisfied employer to his assistant than such an instrument, nor do I know anything which a parent or guardian can better do for his son or *protégé* than to afford him the companionship of a microscope; it is possible, however, that the principal may not have a microscope (although no surgeon ought to be without one), and that the means of the assistant or his friends will not enable him to purchase one at the cost named. The assistant need not be discouraged; many of the greatest microscopic discoveries have been made with very inferior instruments, and imperfect optical arrangements; an instrument, better in many respects than Ehrenburgh used, may be purchased now for half-a-sovereign, and will open up new worlds to the careful and patient observer. The habits taught by the use of the microscope are very valuable. The faculties of observation, comparison, order, and generalisation, will be cultured; cleanly habits and accuracy enforced unconsciously, and new and elevating pleasure created by the gratifica-

tion of the curiosity which the study of nature awakens.

If, whilst the student is an assistant, he can attend an hospital, infirmary, or union workhouse, or if he is acting as a pupil to a legally qualified practitioner holding the appointment of surgeon to such public institutions as those named above, time so spent will count as part of the course of study required by some of the examining bodies ; but to make this a part of the *professional* education the certificate thereof should be furnished to the secretary of the examining body at once, as the time is only recognized from the *receipt* of such certificate by the officials. Let it be assumed, however, that the student has commenced his career by becoming assistant to a surgeon in a country town where there is no hospital, or dispensary, or union workhouse. His time may be profitably occupied in the way I have sketched in the preceding parts of this chapter, and he will have time—and he ought to take time—to consider the next very important step, viz., how he shall commence his “professional education” as distinguished from preliminary self-culture or instruction by others. By “professional education” is meant anything which counts as a part of that required to be certified by the examining bodies before the student can be admitted to examination for the diploma he may resolve to

obtain. The momentous question for the student—How shall I direct my future course in life? must be answered by him or for him. The reply and the decision must depend upon the tastes of the student, his previous education, his natural abilities, his opportunities, and the means at his disposal. Some young men have had the advantage of classical instruction of a high order, others are self-taught and are barely acquainted with their own language; one may have opportunities of study (as the son of an hospital surgeon, &c.) which another is denied; one may have wealthy friends who can afford to give the student the whole command of his time, and who are in no hurry to force their relative into practice; another may have only the most limited means, or may be entirely dependent upon his own exertions for a livelihood. To the poor student it may be important to obtain his diploma to practice as quickly as possible, and he cannot afford to be critical as to the professional or social status given by the examining body to which he intends to present himself. Looked at *merely as a question of expense*, the license of the Faculty of Physicians and Surgeons at Glasgow, or the license of the Society of Apothecaries, London, are the least expensive; on the other hand, probably the expenditure to obtain the M.D. of Oxford or Cambridge would be found the greatest. By the Medical Act (21 & 22 Victoria, cap. 90),

1858, it is enacted that the following persons may be registered as legally qualified practitioners in England, viz. :—

1. Fellows, members or licentiates of the Royal College of Physicians of London.

2. Fellows, members or licentiates of the Royal College of Physicians of Edinburgh.

3. Fellows or licentiates of the King and Queen's College of Physicians of Ireland.

4. Fellows, members or licentiates in midwifery of the Royal College of Surgeons of England.

5. Fellows or licentiates of the Royal College of Surgeons of Edinburgh.

6. Fellows or licentiates of the Faculty of Physicians and Surgeons of Glasgow.

7. Fellows or licentiates of the Royal College of Surgeons in Ireland.

8. Licentiates of the Society of Apothecaries, London.

9. Licentiates of the Apothecaries' Hall, Dublin.

10. Doctor or Bachelor, or Licentiate in Medicine, or Master in Surgery of any university of the United Kingdom.

There are some other provisions for old practitioners, but the above alone are important to the student at this date.

With this list before him the student has to solve the problem—for which of the above qualifications, or

rather for which two of them (medical and surgical) he shall prepare himself.

In England, Ireland, and Scotland, respectively, the national diplomas are most highly estimated—that is to say, in England, the diplomas obtained from the licensing bodies in London, Oxford, and Cambridge, are most esteemed; in Ireland the Dublin qualifications are thought most highly of; in Scotland the diplomas of Edinburgh, Aberdeen, and St. Andrew's are considered most respectable; each section of Great Britain giving preference to its own national institutions. Nevertheless, in that educated "outside world" which criticises narrowly, and forms an estimate of the value of a diploma on the analysis of the conditions under which it can be obtained, the degree of Doctor of Medicine of the University of London occupies the first rank as a mark of high professional attainments and scholarly culture. In *social* status the Fellow of the Royal College of Physicians, London, stands very high, the Doctor of Medicine of Oxford or Cambridge scarcely ranking second, and Fellows of the Royal College of Physicians in Edinburgh in close approximation. Thus much of medical degrees. Of surgical qualifications the membership of the Royal College of Surgeons in England is one of the most respectable, whilst the Fellowship by examination is one of the highest indications of practical knowledge and professional culture.

The law requires that the candidates for parochial appointments shall possess a *double qualification*, that is to say, a diploma in medicine and another in surgery. It is customary, therefore, in England, to hold the membership of the College and the license of the Apothecaries' Society. The "general practitioner" in England is a surgeon and apothecary in this sense; and it is clearly desirable that any gentleman intending to enter country practice should possess this or some other "double qualification," otherwise he will occasionally find himself at a disadvantage amongst professional competitors around him. If, on the other hand, the student has the time, means, opportunities, and ability to study some speciality, or to take his place amongst the leading men in the profession in our great cities, we should advise him to aim at higher things, and to prepare himself to secure the M.D. of the University of London, and the F.R.C.S. of England. Two such degrees will place him at once, in his own right, in the aristocracy of the medical profession.

It is not necessary for the student in England to reside in London during his professional education; the provincial medical schools afford fair opportunities for gaining knowledge if the student is earnestly seeking it; and, moreover, the expenses are generally much lower than those inevitably incurred in the metropolis, or at the Universities.

But in London, indisputably, there is the widest field for observation, and the best means of culture.

The weekly medical journals publish in September every year what is termed "The Student's Number." In this will be found a very complete summary of the fees charged at the various hospitals and medical schools in London, and in the provinces, so that a student, parent, or guardian, may ascertain exactly what expenses will be incurred in the necessary lectures, hospital practice, &c. The selection of the particular school should depend upon the convenience and means of the student, and the degrees he intends to obtain. But before the selection is finally made an application for the full prospectus of the particular school should be sent to the secretary, dean, or registrar of the institution, stating the objects for which the prospectus is required.

Having chosen his path in life, and resolved upon the school at which he will study, and the diplomas at which he will aim, the next step is to write to the secretary of the examining bodies to whom he intends to apply, and to ask for a copy of the regulations under which their license or diploma is granted. From thence he will learn what is required by each; and he must then carefully consider how he can comply with the conditions indicated. The first feeling, on reading these regulations, will

be that of discouragement that so much should be required; but let the student take courage, "what man has done man may do," and perseverance, diligence, and even moderate ability, will vanquish difficulties which seemed at first sight insuperable. The preliminary examination having been passed, the rest of the work may be spread over four years, or more; and will not prove so heavy a task as it appears, when each session has its allotted work at certain hours. In England, the winter session comprises a period of six months, commencing on October 1st, and ending on March 31st; the summer session comprises a period of three months, commencing on May 1st, and ending on 31st July; the winter being specially devoted to anatomy, surgery, dissections, and surgical demonstrations, whilst the summer courses usually include botany, materia medica, medical jurisprudence, and midwifery. The hospitals are open all the year round, and patient punctual attendance there is of the highest importance to the student.

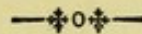
Having now, in imagination, conducted the student from his pupilage through his assistantship to the commencement of his professional education, and his entrance to the Hospital, I take leave of him, with confidence that if he will regard the words of advice contained in these pages they will help him to success in his future career. I do not ask him to

cast aside the natural gaiety and elasticity of youth ; I do not want to see grim old heads upon stooping young shoulders ; I do not wish to see the cricket-bat, nor the oar, nor the leaping-bar, nor even the practical joke, abandoned ; but I have the ambition to hope that what I have written will help to show how the dangerous passage, from irresponsible boyhood to responsible manhood, may be achieved without any sacrifice of the youthful heart, which is the most precious treasure to preserve to a green old age.\*

\* For further information on the Educational and Licensing bodies of the Medical Profession the reader may refer to The Carmichael Prize Essay for 1868, by E. D. Mapother, M.D., published by Fannin and Co., Dublin.

**FINIS.**

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TERMS AND REGULATIONS.

A. PRINCIPALS.

I. Principals requiring assistants are requested to state, 1st, The general duties of the appointment which is vacant. 2nd, Whether the assistant is to board and lodge with the principal or not, and, if not, whether furnished lodgings are provided for him. 3rd, The age preferred. 4th Whether the assistant is to be qualified or unqualified, married or single. 5th, The salary offered.

II. Principals engaging permanent assistants through this office are not charged any fee or commission; nevertheless, when a principal has made use of the agency, but subsequently engages an assistant introduced by a friend or otherwise, he is expected to pay for trouble and correspondence a fee not exceeding five shillings.

III. Mr. Langley makes enquiries with reference to the antecedents of every assistant before entering his name upon his books, and he refuses, under any circumstances, to register any one who is *known* to have been guilty of drunkenness, immorality, or dishonesty. Nevertheless, he can only undertake to establish a *prima facie* case of respectability, and each principal is expected to make more complete and rigid enquiries himself. As a protection to his clients, he keeps a record of all those assistants who have at any time misconducted themselves in the manner referred to. When, therefore, a client is about to engage an assistant from an advertisement or otherwise, it may be prudent for the principal to enquire whether anything is known by Mr. Langley of the antecedents of the candidate for employment. (See *Via Medica*, p. 78.)

IV. *Locum Tenens*.—Gentlemen are engaged and sent out by Mr. Langley to take entire charge, and he undertakes to make all necessary enquiries with reference to them. As a rule no gentlemen are sent to such appointments who are not *personally* known to Mr. Langley, and he has a regular staff of such gentlemen upon whom he can place complete reliance. In such cases, where a *locum tenens* is sent from this office, a fee of half-a-guinea is charged to the principal. (See *Via Medica*, pp. 40, 50, 61, 86.)

V. Legal forms of agreements for all kinds of engagements, bonds not to practise, &c., are kept in the office, and are supplied to principals or assistants at a cost of half-a-guinea. (See *Via Medica*, p. 51.)

## B. ASSISTANTS.

I. Assistants requiring appointments are requested to state, 1st, Their names in full. 2nd, Age. 3rd, Address. 4th, Qualifications. 5th, Previous experience. 6th, Whether married or single. 7th, What kind of appointment is desired—in-door or out-door; with or without midwifery; in town or country. 8th, Their height and weight, and whether they can ride or drive. 9th, Whether Protestant or Catholic. 10th, By whom they have been previously employed. 11th, To whom they can refer for evidence of morality, sobriety, integrity, &c. 12th, What salary is expected, &c.

II. Assistants resident in London who can apply personally at the Office are not charged any fee unless an engagement be effected with a principal introduced through Mr. Langley's Agency. When such an engagement is made a fee of one guinea is due to the office. Assistants resident in the country (with whom it is necessary to correspond) are expected to forward half-a-crown in stamps to pay for the trouble and expense of correspondence.

III. Assistants are in all cases required to give references to gentlemen who have opportunities of testifying as to their *private* character; also, to afford evidence of their medical abilities and previous experience (especially in private dispensing). (See *Via Medica*, pp. 35, 75, 92.)

IV. The Agency will never knowingly introduce any assistant to an appointment in which he will not be treated

with proper consideration by the principal and his family ; and Mr. Langley has repeatedly refused to enter upon his books the names of employers who conduct their practices upon disreputable principles, or who are themselves unfit to have a respectable junior associated with them. (See *Via Medica*, p. 83.)

V. *Locum Tenens*.—No gentleman can be entered upon Mr. Langley's list in this department who is not well experienced in private practice, and whose character is not beyond suspicion. As a general rule the candidates must be qualified, registered, and resident in London, ready to take the entire charge of any practice at a few hours' notice. The *locum tenens* is expected to pay a fee of half-a-guinea for every engagement extending beyond one week ; where the engagement is for one week or less no fee is due. Special arrangements are made with gentlemen on the staff. It is a part of the engagement entered into by the *locum tenens* that he shall not practise for a term of at least two years within five miles of the place in which the appointment is taken, without Mr. Langley's consent, and that should he do so in violation of these conditions, he shall be liable to pay to the principal or to Mr. Langley the sum of fifty pounds per month as ascertained and liquidated damages. The intention of this arrangement is not to interfere with any fair prospects of private practice, but to protect the equitable interests of those who by illness or absence are sometimes liable to unfair competition from unprincipled persons. (See *Via Medica*, pp. 40, 50, 61, 86.)

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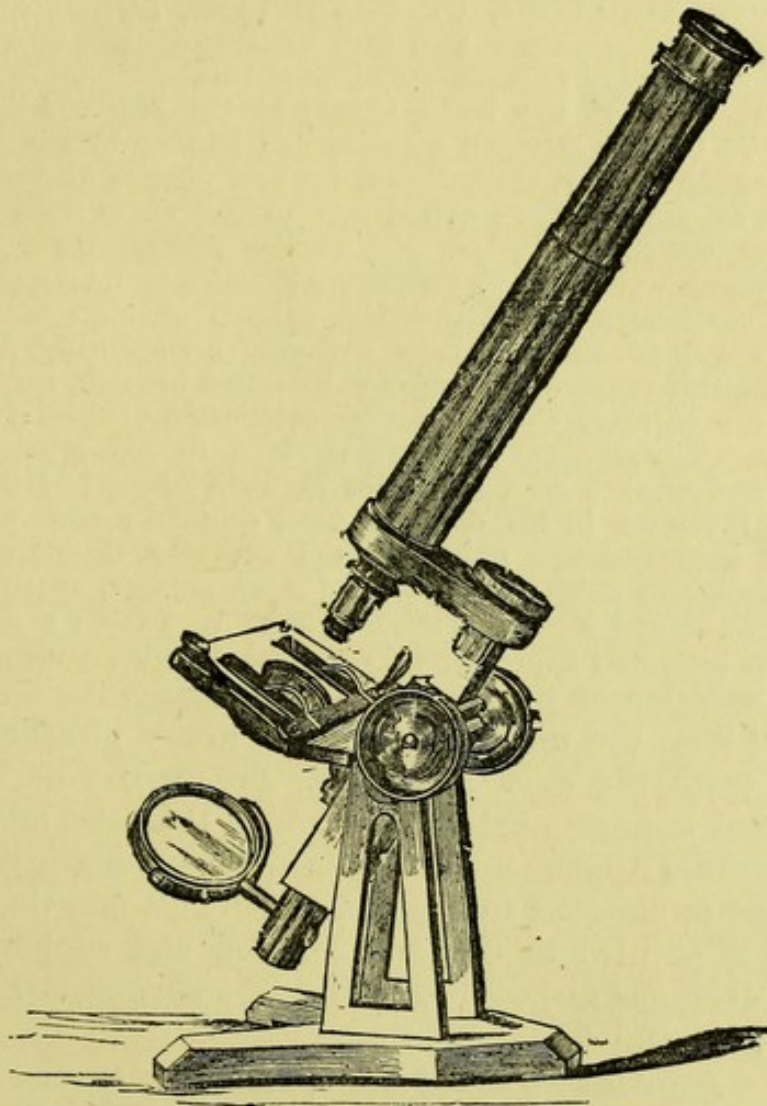
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A FEW WORDS OF ADVICE

ON THE BUYING AND SELLING OF

MEDICAL PRACTICES.

BY J. BAXTER LANGLEY, LL.D.,

M.R.C.S. ENG., F.L.S., ETC.

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