MEDICO-LEGAL AND MEDICO-ETHICAL.

DEATH UNDER ETHYL CHLORIDE.

At the Westminster Coroner's Court, on February 23rd, an inquiry was held into the death of the Rev. W. H. Eley, aged 67, who had died while under the influence of ethyl chloride, given in order that four teeth might be removed by Mr. Warburton Brown, M.R.C.S., L.R.C.P., Dental Surgeon. When the final extraction was about to be made the patient suddenly became very pale and died almost immediately.

Dr. Alexander Brown, who was the anaesthetist, said that his experience of ethyl chloride had been very favourable. It was liable, however, to give rise to a great deal of muscular rigidity at times, so that respiration might be suspended. He could not examine the heart in great detail, because the patient seemed unwilling to submit to much examination. An average quantity of the ethyl chloride was given. He had been present at the autopsy, and was of opinion that death was due to syncope, accelerated by the anaesthetic and shock. His reason for not selecting nitrous oxide and oxygen was because the period of anaesthesia produced would not have been long enough. He had never known a case of heart failure through the use of ethyl chloride.

Dr. R. S. Trevor, Pathologist at St. George's Hospital, who made the *post-mortem* examination, stated that death was due to syncope, accelerated by the administration of ethyl chloride in a person suffering from fatty degeneration of the heart muscle. Recently some evidence had been accumulating showing that sometimes fainting attacks accompanied its administration; this indicated that it acted as a depressant. The condition of the heart rendered the patient an unfit subject for an anaesthetic, but might not necessarily have been discovered during life, unless something had occurred to stimulate the heart.

The jury, in returning a verdict in accordance with the medical evidence, expressed an opinion that all due care had been taken in the treatment of the case.

OYSTERS AND SEWAGE.

An action brought by Mr. A. J. Hobart against the Southend Corporation occupied nine days of the time of Mr. Justice Buckley's Court during last month, and judgement was delivered on February 21st. The action was for an injunction and damages in respect of the alleged pollution of the plaintiff's oyster beds in Hadleigh Bay, near Southend, by sewage coming from the outfalls of the defendant corporation's sewage system. Mr. Justice Buckley granted an injunction restraining the corporation from discharging sewage so as to create a nuisance by the pollution of the oyster beds during the term of the plaintiff's lease, and assessed the damages at £1,500; costs were granted on the higher scale. Execution was stayed, except for the payment of costs, for fourteen days to give the defendants time to consider whether they would appeal.

MEDICAL CERTIFICATES OF THE CAUSE OF DEATH.

For the information of several correspondents we reproduce Subsections (2) and (3) of Section 20 of the Births and Deaths Registration Act, 1874:

"Sec. 20. . . . (2) In case of the death of any person who has been attended during his last illness by a registered medical practitioner, that practitioner shall sign and give to some person required by this Act to give information concerning the death a certificate stating to the best of his knowledge and belief the cause of death . . .

"(3) Where an inquest is held on the body of any deceased person, a medical certificate of the cause of death need not be given to the registrar, but the certificate of the finding of the jury furnished by the coroner shall be sufficient."

This section is commented upon in the *Encyclopaedia of English Law* as follows:

"When the deceased was attended by a qualified medical practitioner during his last illness, the medical man must certify on the prescribed form his opinion as to the cause of death, and give it to the person required to inform as to death, who must, under penalty, give it to the registrar. This, of course, does not require a doctor to certify a cause unless he really believes he can do so. If the certificate contains statements of a defamatory character it is privileged, but if malicious exposes the doctor to an action . . . In ordinary cases, where a person has died a natural death, the medical attendant is bound . . . to certify to the best of his belief as to the cause of death. Where, however, he has reasonable ground to suspect that his patient's death was caused directly or indirectly by violence, or was other than 'natural,' or where he cannot with reasonable certainty (founded on his own observation and knowledge of the patient during life and not merely on the statements of others) assign the nature of the disease, his duty is to decline to give a certificate and refer the matter to the coroner, who is the officer specially appointed to make inquiry into all the circumstances."

The phrase "attendance during his last illness" has never been defined, but the Select Committee of 1893, presided over by Sir Walter Foster, recommended that the attendance during the last illness should be defined as meaning "personal attendance by the person certifying upon at least two occasions, one of which should be within eight days of death."

AGREEMENTS NOT TO PRACTISE.

Lex.—A correspondent writes that he sold his practice with the undertaking that he should not practise medicine, surgery, or midwifery within three miles of his late residence, now occupied by his successor. He was in the habit of examining lives for a certain insurance company, an appointment that his successor is unable to get, and he has the option from the company of continuing to examine such lives. Would it be an infringement of his agreement not to practise within three miles if he were to examine such lives within that radius?

*** It would be an infringement of the ageeement.

A DISCLAIMER.

Dr. Robert Jones and Dr. Thomas D. Lister (London, W.) write: We desire to repudiate together and individually all responsibility for the use made of our names and our report in an account of certain proceedings published in the *Daily Mail* of Saturday, February 24th, and subsequently reproduced in other periodicals.

PUBLIC HEALTH AND POOR-LAW MEDICAL SERVICES.

CONSUMPTION SANATORIUMS FOR LONDON.

From what passed at the meeting of the Metropolitan Asylums Board on February 17th, the prospects of this body early undertaking the provision of accommodation for the isolation and treatment of cases of phthisis among the poorer classes in the metropolis would not appear very hopeful. Nevertheless it may be reasonably concluded from the Board's actions that it is itself not indisposed towards the project, the adoption of which has now been urged upon it from so many different quarters. The more important document to this effect is that which was submitted by the Incorporated Society of Medical Officers of Health, and the General Purposes Committee of the Board sent copies of this memorial to all the metropolitan, city, and borough councils, as well as to boards of guardians and other local authorities. Some sixty-five local authorities were consulted, and nineteen replied in terms favourable to the plan; nine more were favourable to it, provided the expenses entailed were made a national charge; and twenty-three did not give a definite opinion in either direction. The remaining fourteen were opposed to the scheme. The Local Government Board, which was also supplied with a copy of the memorial, acknowledged its receipt in non-committal terms. The final upshot of the meeting was that the Board accepted the recommendation of the General Purposes Committee to the effect that the Local Government Board should again be addressed and be asked to deliver a definite judgement on the matter, the information collected by the Committee being duly conveyed to it.

MEDICAL ATTENDANCE ON WORKHOUSE OFFICIALS.

Dr. A. T. Brand (Medical Officer, Driffield Workhouse) writes: In your reply to your correspondent on this subject (p. 417) you appear to have overlooked several important points:

1. The question of remuneration for medical attendance on paid officials in a workhouse is entirely one of arrangement between the workhouse medical officer and those officials, since the contract between the guardians and the workhouse medical officer applies only to paupers.

2. No extra fee for surgical operations or the treatment of fractures or dislocations at a workhouse is allowed to any workhouse medical officer. Such extra fees are only paid to district medical officers according to a very limited category. Even if the attendant had been a pauper inmate, your correspondent would not have been entitled to any extra remuneration whatever over and above his salary. By special arrangement with the guardians the workhouse medical officer may receive extra fees for midwifery and vaccination.

3. The full fee exigible for treating a simple Pott's fracture of the leg is £3, (£5 for a compound one), but this fee can only be claimed by a district medical officer out of the workhouse.

4. The contract certainly specifies that the workhouse medical officer must attend when requested by the master or matron, but this does not make either responsible for a fee to which the workhouse medical officer is not entitled in any case.

Your correspondent's only recourse is to present his claim for payment to his patient—the paid official—for whom neither the matron nor the guardians are responsible in any shape or form.