

requirements of an efficient and effective service, has yet been established.

In our unit, with its particular interest in the problem of urinary incontinence, such collaborative studies have been initiated on various aspects of the condition. The community physician has provided the essential epidemiological experience on the protocols for these studies and he has trained and supervised the staff undertaking the necessary interviews. One survey was assessing the prevalence and management of urinary incontinence in elderly persons' homes, where incontinence presents a major economic burden; another was evaluating the most effective and comfortable type of incontinence pant and pad on the market, and a further trial was analysing the results of conservative treatment. The results of these trials could provide valuable guidelines on the future service needs within the area.

There are many incurable conditions, especially among disabled and geriatric patients, which necessitate an efficient supportive service. Critical analyses of the optimal type of support make good sense in economic terms and it is high time that due attention was paid to these less glamorous areas of health care. The busy clinician does not normally have the time or the necessary training to plan such studies in the community and it is a matter for considerable regret that as yet there is no clear policy for this type of work with community physicians to continue when the area authorities disappear.

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Doctors' contracts: an urgent case for legislation

SIR,—*The Times* law report on the Tarnesby case was, as your legal correspondent says (12 September, p 736), extremely compressed. It may be this that led him to fail to mention a further important consequence of the judgment—namely, that where the doctor's registration is suspended under the 1978 Medical Act on the grounds of serious impairment of his physical or mental condition his contract also comes to an end. This result can certainly never have been intended and must inevitably prove a serious handicap in dealing with the problem of the sick doctor.

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SIR,—Your legal correspondent (12 September, p 736), dealing with Dr Tarnesby's suspension by the General Medical Council followed by the termination of his contract by his employing authority, concludes with the words "... and secondly, paragraph 193 of the conditions of service of hospital medical staff, which was introduced in 1970 with a view, perhaps, to mitigating the rigorous consequences of such a sentence, is almost certainly unlawful and void."

I venture to suggest that it is subparagraph c of paragraph 193 to which your correspondent refers. It is in this subparagraph that the employing authority's power to dismiss under paragraph 190 is mentioned.

You have headed your article "Doctor's

contracts: an urgent case for legislation," and it may therefore not be inappropriate if I draw attention to the powers exercised by NHS employing authorities.

All consultants are issued with contracts of service of which their job descriptions are meant to be integral parts. On 21 December 1978 the Department of Health and Social Security issued recommendations, subsequently agreed with the medical profession, in which is included the phrase: "As a statement agreed between the consultant and his employing authority and appended to the contract, the job description will form part of the contract and will be *legally binding* (my italics) on the parties to the contract." Clause 5 of the contract further provides under 4(e): "Subsequently the duties and the places where they are to be carried out may be varied by agreement between the regional health authority and yourself." And, under clause 5: "The arrangement of your duties will be such as may be agreed between the regional health authority and yourself from time to time." Under paragraph 7: "The employment is subject to three months' notice on either side . . ."

Let your readers be misled into thinking that the learned legal dissertations in the Appeal Court and in the House of Lords have much practical bearing on their contracts, and lest they be lulled into a false sense of security that their livelihoods can be protected by recourse to substantial legal arguments, and lest your heading should attribute to contracts an unwarranted belief in their security, let alone sanctity, it is well to reiterate that the *only* safeguard given by the law to the doctor's contract is the three months' notice. There is a subsidiary protection under the Employment Protection Law amounting to some £16 000 for unfair dismissal.

Thus an employing authority if it wishes to change a consultant's job description can legally achieve this by the simple subterfuge of dismissing him and reappointing him under a different contract. No clause in the contract is therefore enforceable, and the most serious question to be answered by medical employing authorities is: Why the elaborate machinery surrounding medical contracts? I do not think that considerations of the General Medical Council's disciplinary committee can carry much weight with the law lords, although suspension can obviously be a precipitating factor.

That there is a great urgency for legislation in the matter of medical contracts stems from the inequality before the law when the employing authority is a state monopoly. This anomaly is not peculiar to medical contracts. If, as Lord Justice Brandon appeared to argue, it should be feasible to place a medical practitioner on ice for a given period of suspension without his losing his contract of employment, how much more important is it to argue that an employing authority should be prevented from dismissing a doctor for no other reason than that it wishes to change a term in his contract. That is where the urgency in legislation is paramount.

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Consultant contracts

SIR,—I have been asked by the South-east Thames Regional Committee for Hospital Medical Services to draw the attention of

newly appointed consultants and those consultants whose contracts have been altered to the new contracts presented to them by the South-east Thames Regional Health Authority. Should these deviate from the model contract, they ought to refrain from signing them and inform their representative on this committee.

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New technique of drug promotion?

SIR,—I am rather disturbed by one of the latest techniques being employed by some pharmaceutical firms to promote their products at the cost of some doctors' reputations.

Within the last seven days I have seen two medical representatives from two different drug firms, each of whom produced a typewritten copy of a letter purporting to come from a doctor (a different doctor in each case). The doctor in each case had gone out of his way in praising the virtues of the drug produced by that firm. There was no mention of any scientifically controlled trial, but purely personal opinions of the doctors were quoted, based on treatment of a few patients in their medical practices. The two drugs are well known to be of very little therapeutic value in general practice, but the results mentioned by these doctors in the personalised letters addressed to the drug companies were incredibly good. Over the years I have come across medical representatives verbally quoting from doctors who have achieved spectacular results with their products, but presentation of a written personal recommendation with the doctor's name on the letter is something quite new to me. I suspect that the doctors may have written these letters to the local representatives purely in a social and friendly way, expecting the letters (or at least their names) to be kept confidential; but the firms in question have chosen to cash in on these letters and are trying to influence other doctors by testimonials lauding these scientifically unproved results. I consider these methods rather cheap and quite unworthy of the pharmaceutical profession, and wonder what the Association of the British Pharmaceutical Industry makes of such techniques.

Doctors may perhaps be a little more cautious in lending their names to the local representative, especially in a written form, to be used indiscriminately.

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Corrections

Hypokalaemia due to salbutamol overdosage

We regret that the letter by Dr L Corea and others (15 August, p 500) contained an error. "Seconds" in lines 6, 7, and 8 of the second paragraph should have been "minutes."

Dealing with epileptics

The references were omitted from the letter by Dr R Beran and Caroline Sutton (5 September, p 674). Ref 1 is Cavness WE, Gallup GH. *Epilepsia* 1980; 21:508-18; and ref 2 is a paper by Beran RG, Read T awaiting publication.