summons against a medical man for failing to give notice in writing of the birth of a child, in accordance with the provision of the Notification of Births Act, 1907.

The facts of the case were not in dispute, the sole point at issue being whether the defendant had reasonable ground for believing that notice had been duly given by any other of the persons covered by the terms of the Act. The precise circumstances are, therefore, of importance.

The Act provides that "in the case of every child born in the area in which the Act is adopted it shall be the duty of the father if he is actually residing in the house where the birth takes place at the time of its occurrence, and of any person in attendance on the mother at the time of or within six hours after the birth, to give notice in writing of the birth to the medical officer of health of the district in which the child is born."

In this case the defendant and a certificated nurse from Queen Charlotte's Lying-in Hospital were both in attendance on a confinement. The nurse asked the defendant if the Notification of Births Act had been adopted in the district; he informed her that it had, and that it would be necessary for her or for the father to give notice of the birth to the medical officer of health. She replied that this should be done. Having given the nurse this instruction the defendant did not afterwards take any steps to ascertain whether the requirements of the Act had been complied with. In his evidence the defendant said that no further steps seemed to him necessary, because the father of the child was in the house at the time of its birth, and the nurse was a woman certified under the Midwives Act and in the habit of attending confinements both with and without a doctor. The latter had told him that notice would be given, and he had no reason to suppose the contrary. If the birth had occurred in a poor district he might, perhaps, have asked next day if the notice had been given, but in the actual circumstances it did not appear to him to be necessary. He did not hear that his instructions had not been carried out until a fortnight later.

On these facts it was admitted by the prosecution that the defendant had reasonable ground for believing that notice would be given, but it was argued that he should also have taken steps to ascertain that it had been given, and that, having failed to do so, he was liable to a penalty under the Act.

The court held that the defendant had done all that was required of him under the Act, and had reasonable grounds for believing that notice had been given by some other person. It therefore dismissed the summons with five guineas costs. On the prosecution asking for a case to be stated for submission to a higher court, the bench suggested that formal application should be made, if so advised, on another occasion. The defendant was represented by counsel, instructed on his behalf by Mr. Hempson, of the Medical Defence Union.

The prosecution of medical men in districts in which the Act has been adopted has been comparatively rare, and this case is of interest because it is the first, so far as we are aware, in which the point of what constitute reasonable grounds under the Act has been tried. In this respect it can hardly be said to settle any general principle, since when reasonableness of grounds is in question every case must necessarily be tried upon its merits. Nevertheless, the case is one of a very useful kind, since it furnishes a precedent for holding that when a person has had reasonable ground for believing that a certain step will be taken it is not necessary for him to ascertain that such step actually has been taken. To this extent, and so far as magisterial decisions are final, it settles a point of principle in a natural and very useful fashion.

THE SALE OF ZAM-BUK.

AT the Norwich Quarter Sessions (July 11th) George Calver, commercial traveller, pleaded guilty to a charge of unlawfully selling a tin of ointment to which a false trade description was applied on February 19th, and to other offences under the Mercantile Marks Act, 1887. He was also charged with obtaining sums of money by false pretences, but this charge was not proceeded with.

The prosecutors, who were the Zam-Buk Company, alleged that in the spring of the present year they found that the defendant was selling an ointment not manufactured by them with their trade mark "Zam-Buk" on the boxes. On inquiry it was found that a formula had been published not at all with the authority of the prosecutors, purporting to set forth the way to manufacture this article. Since the first offence was committed, it was found that the defendant was circulating a card headed "Calver's ointment. Prepared according to a formula given by the British Medical Association. It is not Zam-Buk and is not sold as such." They claimed that the defendant was using the words in a way in which he was not entitled to; but as he had agreed not to so use them again, they did not press for a heavy penalty.

Mr. Wild, on behalf of the defendant, said that his client had undoubtedly infringed the Mercantile Marks Act. A book had recently been published, entitled *Secret Remedies*, in which it was stated that for a farthing a compound could be prepared, which the book said was the formula of Zam-Buk. The defendant had the mistaken notion that he was entitled to prepare an ointment according to this formula, and call it Zam-Buk. He would undertake not to do so again.

The Recorder imposed a fine of £5 and costs. He refused to make an order for payment of the costs out of the city funds should the company have any difficulty in obtaining them from the defendant.

THE RIGHT TO FEES.

H. MURRAY.—We understand that no partnership now exists between A. and B., but that A. had agreed to give B. half the proceeds of the club practice, and to allow him to retain all the fees he might earn from private patients. During A.'s holiday the arrangement was modified, so that B. was to retain all the proceeds from the clubs and all the fees he earned from private patients. Therefore, up to A.'s return from his holiday, there can be no doubt that B. should retain all he earned. The difficulty is that a patient seen by B. during A's absence wishes B. to continue in attendance, and we are asked to say how the fees should be divided. As no arrangement had been made for this contingency, we advise that the usual practice should be followed, which is, that the fees earned after A.'s return should be equally divided between A. and B.

CONTRACTS NOT TO PRACTISE.

PACTIS asks whether the rules laid down *re* "Contracts not to Practise," in the issue of July 2nd and 30th, apply to the resident medical officers of friendly societies' medical institutes; whether an agreement not to practise binds them, no consideration having passed.

*** If a medical officer were appointed to such an institute without any restrictive clause in his agreement, and later it was desired to add it to his original agreement, then it would be necessary that there should be a consideration. Where the clause is in the original agreement, then the appointment would be a sufficient consideration.

DOUBTFUL, writing in reference to a quotation from a letter of Mr. Percival Turner in our issue of July 30th—"In case of a sale of a practice by A. to B., and the latter's subsequent death, A. would be unable to return to his practice under his agreement with B. not to do so 'at any time'"—asks whether it would not be necessary to add to the names of the parties some such form as "their executors, administrators, or assigns," in order to make the restriction perpetual.

*** Such a clause is of course habitually included; otherwise, strictly speaking, the agreement would only be a personal one between A. and B.

MR. PERCIVAL TURNER (London) writes: In your comments on my letter in your issue of July 30th you call attention to "agreements which he draws." May I ask yon to be kind enough to allow me to state that as a medical agent I should infringe the Solicitors Act and Stamp Act by drawing any agreement for sale or partnership, and that I employ a solicitor to do such work. Further, I may add, the transfer of any practice or share therein should in any case be effected by a deed of assignment under seal and not by agreement.

Medico-Ethical.

The advice given in this column for the assistance of members is based on medico-ethical principles generally recognized by the profession, but must not be taken as representing direct findings of the Central Ethical Committee, except when so stated.

DISTRIBUTION OF REPRINTS TO THE PROFESSION.

J. HALPENNY.—There is nothing unethical in sending copies or reprints of articles which have appeared in medical journals to members of the medical profession. There is, however, nothing which is not capable of abuse, and in our opinion it is an abuse when such distribution goes beyond those who are interested in the subject or the person of the writer, and the reprints are used for advertising purposes.

ADVERTISING METHODS AND THE CURE OF DISEASE.

Mr. G. A. CLARKSON writes: A pamphlet which has just been issued by the London and North-Western Railway Company, entitled, "Central Wales and the Welsh Spas," draws attention to the merits of Llangammarch Wells, the waters of which are stated to be "a remedy for cancer in its early stages." It would be interesting to know who is responsible for this statement. The remarks of Sir James Barr in the issue of July 9th, in reference to "The Conquest of Consumption," are not at all too strong.

*** We believe the profession generally shares the views expressed by Sir James Barr and our correspondent, and regrets to see the methods of popular advertisement employed in matters relating to the treatment of disease. The example he quotes, however, is one over which the medical profession has no control, and we should be sorry to believe that any medical man was responsible for it.