

WHO SHOULD PAY THE DOCTOR?

will, and refused to return at his parent's command. Being seized with a mortal illness he did at last come back. His father went with him to a physician to obtain medical advice, and the doctor afterwards visited him professionally at his father's house. No express promise to pay was proved, nor had the father said he would not pay. The Court held the father liable to pay the doctor's bill: (*Rogers v. Turner*, 59 Mo. 116; *Deane v. Annis*, 14 Me. 26; *Swain v. Tyler*, 26 Vt. 1.) And in an English case where a father had several of his children living at a distance from his own house, under the protection of servants, it was held that if an accident happened to one of the children he was liable to pay for the medical attendance on such child, although he might not know the surgeon called in, and although the accident might have been received through the carelessness of a servant: (*Cooper v. Phillips*, 4 C. & P. 581.)

Medicines and medical aid are necessities for which an infant may legally contract, and for which he can render himself liable. In Massachusetts it was held that he would not be liable merely because his father was poor and unable to pay: (*Lockburn v. Mackey*, 1 C. & P. 1; *Hoyt v. Casey*, 14 Mass. 397.)

A master is not bound to provide medical assistance for his servant, but the obligation, if it exists at all, must arise from contract; nor will such a contract be implied simply because the servant is living under the master's roof, nor because the illness of the servant has arisen from an accident met with in the masters service: (*Wennall v. Adney*, 3 B. & P. 24; *Sellen v. Norman*, 4 C. & P. 80.) But where a servant left in charge of her master's children was made ill by suckling one of the children, and called in a medical man to attend her, with the knowledge and without the disapprobation of her mistress, it was decided that the doctor could make the father and master pay: (*Cooper v. Phillips*, 4 C. & P. 581.) And a master is bound to provide an apprentice with proper medicines and medical attendance: (*R. v. Smith*, 8 C. & P. 153.)

In England when a pauper meets with an accident, the parish where it occurs is usually liable for the surgeon's bill. If, however, the illness of the pauper arises from any other cause than accident or sudden calamity, the parish in which he is settled is under legal liability to supply him with medical aid, although he may be residing in another parish. But all these questions with regard to paupers are determined according to the poor laws of the different countries. (Glenn's Law of Medical Men, pp. 197-199.)

It has frequently happened that when a railway passenger or employee has been injured by a collision or accident, and some railway official has called in a doctor, the company has afterwards refused to pay the bill; and the courts have declined to make them do so, unless it be shown, that the agent or servant who summoned the medical man had authority to do so. It has been held that neither a guard, nor the superintendent of a station, nor the engineer of the train in which the accident happened, had any implied authority as incidental to their positions to render their companies liable for medical services so rendered: (*Cox v. Midland Counties Railway*, 3 Ex. 268; *Cooper v. N. Y. C.* 13 N. Y. Sup. Ct. 276.) The Court of Exchequer said, "It is not to be supposed that the result of their decision will be prejudicial to railway travellers who may happen to be injured. It will rarely occur that the surgeon will not have a remedy against his patient, who, if he be rich, must at all events pay; and if poor, the sufferer will be entitled to a compensation from the company, if they by their servants have been guilty of a breach of duty, out of which he will be able to pay, for the surgeon's bill is always allowed for in damages. There will, therefore be little mischief to the interests of the passengers, little to the benevolent surgeons who give their services." But in England it has been decided that the general manager of a railway company has, as incidental to his employment, authority to bind his company