and the particular trades insured. Payment by annuity is mostly followed, though in England this may be commuted by a lump sum calculated on a basis of three years full wages.

The limitation of liability does not apply to cases in which specific negligence of the employer is proved, in which case the full amount of damages may be recovered under the common law; but in England the injured person must decide at the outset whether he will accept the partial indemnity or proceed in the courts. A very clear summary of the law on the subject has been recently published by Professor F. P. Walton, (*La Revue Legale, Feb., 1900.*)

As the assumption is that the employer is liable for a certain proportion of the loss in all cases unless exceptional negligence is shown, the legal questions under the government insurance system, are relatively scanty; and the assessment of the amount of disability incurred, which is essentially a medical matter, is the chief problem. The question of what constitutes sufficient ground for assuming a certain medical fact to be proved, is of course a matter of judicial decision. In Germany, Austria and Switzerland, there are over 20,000,000 persons insured under the laws, and the claims from over half a million accidental injuries are annually adjusted by the officials. In Germany, the hospital or home treatment is free during the first three months following an injury, but compensation only begins at the termination of three months.

The conditions under which we have to do with the estimation of disability are:—

(1) Employer's liability.
(2) Accident insurance and benefit societies.
(3) Medico-legal damage claims.
(4) Pensions, etc.

In employer's liability, the nature of the medical work depends largely upon whether special legislation exists concerning responsibility in ordinary cases, or whether the responsibility is left an open matter to be settled by litigation in each case. In the former, the medical study of the case is the chief factor; in the latter, the legal element dominates from the outset, and the medical problems are of secondary importance. In accident insurance, the liability is limited by contract, the amount, rates and compensation being specified, and a proviso made excluding all effects of illness or constitutional conditions, so that the medical aspect of the case is considerably narrowed. Hence, comparatively few accident insurance claims, unless grossly unreasonable, are contested, apart from the fact that from business reasons a reputation for paying claims is generally sought.

In medico-legal damage claims, one of the chief hindrances to rational adjustment is the circumstance that the facts are often only known to