

## MALICIOUS JOURNALISM.

We observe the following in our usually carefully edited contemporary, the *New York Medical Record* of June 30:

The JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION publishes this fortuitous combination of items:

"The American Academy of Medicine will meet in Jefferson, N. Y., August 29 and 30."

"R. In debility from seminal losses, elixir nutrans, ʒviii. Sig. Dessertspoonful four times a day, after meals and at bed-time."

As this journal never published any such item, we at first concluded it a silly attempt at a joke by some compiler, but searching through our file of exchanges we found the following in the *St. Louis Medical Review* of June 16:

**The American Academy of Medicine will meet in Jefferson, N. H., August 29 and 30.**

*R In debility from  
Seminal Losses  
Elix nutrans ʒviii  
Sig - Dessertspoonful  
four times a day  
after meals and  
at bed-time*

No man in his senses, having the page before him, could have mistaken the type for that of this journal, and we are rather reluctantly forced to conclude that the *Record* man deliberately published this statement and purposely gave a wrong credit.

The *Record* owes not only the JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION, but its own readers, a prompt correction.

## CONSTRUCTION OF RELIEF DEPARTMENT CONTRACT.

The growth and multiplication of railroad and other corporations employing large numbers of persons in more or less dangerous occupations, has led to the formation, in many instances, among, or for such employes, of aid associations or relief departments. The Burlington Voluntary Relief Department is such an organization, of a very peculiar constitution. Its scheme is that the employes of the Chicago, Burlington & Quincy Railroad Company and certain other associated companies shall contribute certain amounts from their wages to constitute a species of insurance fund to be paid out to the employe in case of injury, or to the beneficiary named by him in his application for membership, in case of his death. The railroad company furnishes the clerical force for the management of the department, keeps the custody of the funds, pays to the association interest upon monthly balances, and also guarantees the payment of losses. A member of this

association agreed that, in consideration of the amounts paid by the company, the acceptance of benefits for injury or death should operate as a release and satisfaction of all claims for damages against the Company, arising from such injury or death, which could be made by him or his legal representatives. He was killed in an accident upon the railroad. The beneficiary named was his widow, who accepted the benefit, and by instrument in writing, received it "in full satisfaction and discharge of all claims or demands on account of, or arising from, the death of said deceased, which I now have, or can hereafter have," against either the relief fund or the railroad company. Subsequently, as administratrix, she brought suit for damages against the railroad company on behalf of herself and children. Under these circumstances, the Supreme Court of Nebraska holds, in the case of *Chicago, Burlington & Quincy Railroad Company v. Wymore*, decided May 15, 1894: 1, that the deceased's contract did not, of itself, waive a right of action; 2, that neither that contract, nor the acceptance of the money or release of liability by the widow, operated to bar a right of action by the administratrix on behalf of the children; 3, that her voluntary acceptance of the benefit, and release of the Company, did not operate to bar any action for her own benefit. The membership contract was, in effect, only that the beneficiary named therein might waive her right of action by accepting the benefit; but this action was not for the benefit of his estate, but for that of his widow and next of kin, and the measure of damages was not what he might have recovered, had he lived, but their pecuniary loss by reason of his death. Whether or not he could, by a compromise after the accident, before his death, deprive them of their right of action, he could not contract away their right before the injury, and without their consent. Nor could he contract that the widow might, after his death, deprive the next of kin of their remedy. She had a right to compromise with the Company after her husband's death, so far as her own rights were concerned, but that was all.

## SECTION REPRINTS.

Gentlemen desiring copies of section reprints of particular sections will please send their names to the JOURNAL at once, unless they subscribed at the meeting. No section book will be published unless there are at least fifty subscribers for the volume.

## CORRESPONDENCE.

## Address of a Sanitarium in Adirondacks.

To the Editor:—Will you be so good as to send to me the location and name of that sanitarium for phthisis in the Catskills or the Adirondacks? The man in charge has a French name, I believe.

Very respectfully,

N. H. P.