CONGENITAL CYSTIC DISEASE OF THE KIDNEYS.

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THE account of Mr. Malcolm's case in the JOURNAL for June 24th recalls a case of congenital cystic disease in which localized suppuration occurred in both kidneys.

The patient, who came into hospital under my colleague, Dr. Collins, for "abdominal pain" in August, 1914, was a married woman, aged 37, with seven children, all healthy. She said that she was very ill always at her confinements, and felt a sensation as if the stomach were dropping down. She felt this twelve years ago, when her youngest child was born, and the doctor noticed a lump, quite easily felt, on the right side. Her present illness had lasted a fortnight. She had had to go to bed on account of pain; she vomited twice but still had nausea; there had been diarrhoea for a week accompanied by spasmodic griping pain; micturition was normal; temperature 101.8°, pulse 116.

She was considerably emaciated, but lay comfortably in bed. The apex beat was inside the nipple line, and the heart sounds were normal, and the pulse regular and of fair tension. Blood pressure 110 mm. mercury. The abdomen was distended, showing an obvious "ladder pattern." There was a large swelling in the left loin, moving slightly with respiration; it extended between the last rib and the crest of the ilium towards the left semilunar line. This swelling was elastic, irregular on its surface, and very tender, but no definite fluctuation could be detected in it. On percussion there was a band of resonance on its front aspect.

The abdomen was too distended for the right kidney to be felt, but my colleague Dr. Hebblethwaite, who had examined her some years before, told us that the right kidney was then palpable, and had an irregular knobby surface.

The conclusion was therefore drawn that we had to deal in all probability with a case of congenital cystic disease of the kidneys, and owing to the acute history—pain and tenderness, with pyrexia—we concluded that something had gone wrong with one of the cysts.

On August 13th I operated by an oblique incision over the tumour, which was found to consist of the left kidney; firmly adherent to it and tightly stretched over it was the descending colon, which was flattened. The kidney was much enlarged, irregular, and knobby, and consisted of a collection of multiple cysts. The largest prominence was opened and the finger inserted; it was found to be formed by a bag of pus, from which there was no opening. The inner surface of the cavity was occupied by knobby elevations, evidently other cysts; as none of them were softening I saw no object in breaking down any more, but mopped out the cavity and drained it.

The next day the patient was much easier and better, and the diarrhoea ceased. On the tenth day the temperature rose again, so I explored the sinus and kidney with the finger; some pus followed, possibly from the breaking down of another cyst. The drain was reinserted, and after some time everything cleared up and the patient left the hospital well.

As the abdominal distension became less it became possible to feel the right kidney, and this was found to be also enlarged, with irregular knobs on the surface.

In June, 1915, the patient came into hospital again, this time with a painful, tender swelling in the right loin. She was admitted under my colleague, Mr. Braine Hartnell, who kindly transferred her to me. I concluded at once that she had got a cyst infected in the right kidney, as again she had fever and loss of appetite, and was beginning to lose flesh. On exploring through a lumbar incision, the swelling turned out to be an irregular cystic kidney, with one cyst very prominent; it was opened, and, being found full of pus, was evacuated and drained. This time her convalescence was quite straightforward, and I am informed that she still keeps well.

When she first came in, the urine was acid, specific gravity 1015, and contained some blood, which soon disappeared, then the urine became normal.

I have seen at least four cases of congenital cystic disease of the kidneys in my own practice and those of others; in three cases the diagnosis was confirmed by operation. The case now reported is the first one I have seen or heard of in which the cysts became infected and so caused an abscess of the kidney. On the left side the infection might be explained by the adherent colon, which could not easily be stripped off, on the right side there was no adherent bowel.

No urine ever escaped through the drainage tube in the left kidney, and though it was reported on one occasion that there was an escape of urine from the right kidney wound, I could never satisfy myself that this was the case.

The condition of the circulatory system as investigated by Dr. Collins is worthy of note, as it was practically unaffected.

RETURN TO WORK—LEGAL AND OTHER IMPEDIMENTS.

By SIR JOHN COLLIE, M.D.

THE medical advisers of injured workmen frequently experience considerable difficulty in inducing them to return to work after an accident, even in cases in which such a course would be beneficial to recovery. Return to work does not, as most workmen think, imply the admission on the workman's part that the consequences of a recent accident have ceased, for obviously, in the event of his breaking down again as a result of his injury, he could successfully claim half wages.

There are two circumstances in which difficulty might arise:

1. *Where new and unthought-of symptoms declare themselves after return to work and are due to the injury from which the workman supposed he had wholly recovered.*

Here in no sense is reference made to wilful malingerers, nor even to those who obviously endeavour to shirk work, but to a large class of respectable working men who entertain a very natural reluctance to do anything which might interfere with their right to compensation.

A return to work, provided the employer has had notice of the accident, cannot affect a man's right to compensation if he is in fact afterwards found to be incapacitated as a result of the accident. I have no hesitation in saying that there is no ground for the reluctance to return to work which too many working men display, and it is the duty of the medical man, when such cases arise, to point this out.

I have known cases in which delay in resuming work has proved prejudicial to the workman's rights. I refer, of course, to work of a suitable character. Obviously it is a man's duty to endeavour to work in order to preserve his rights to compensation, as the following case demonstrates:

In *Turner v. Brooks and Doxey, Ltd.*, the county court judge found that the refusal to return to work was due to nervousness which an average reasonable man could overcome, and he therefore declined to allow compensation. Upon the hearing of the workman's appeal against this decision, the court of appeal upheld the county court decision.

The haunting fear of an indefinite, chronic disability coming on in the distant future without any warning, without either the workman or his doctor having any idea of the likelihood of its incidence, is greatly exaggerated, and although sometimes advanced in litigious cases is not really shared in many cases by the medical advisers of the men.

It is important, therefore, that the working man should appreciate that, in order to keep the door open, as it were, and to maintain the right to compensation which an unexpected incapacity would carry with it, he will be well advised to resume work when able.

If I were a working man under the circumstances referred to, I would go to a medical man whose judgement I trusted, preferably the hospital surgeon whose skill I had relied on when injured, and ask his unbiassed opinion, and do exactly as he advised. Unfortunately, what usually happens is that, instead of going to his doctor, he consults a lawyer who specializes in running-down cases. The effect which litigation has upon the mind of a workman, and the nature of the advice which he so frequently receives from his solicitor, are factors which profoundly influence him in his attitude towards return to work. The result is that it is very difficult in many instances to satisfy a man recovering from an injury that his rights will not be compromised if he returns to work before complete recovery. His idea frequently is that the evil effects of his injury will unexpectedly face him after his return to work, and when (as he thinks) his claim is for ever closed. I sometimes wonder what legal advice working men get on this point.

2. *Where a man having had an injury, has admittedly not fully recovered, returns to work, receives but does not earn his full wages, and then again breaks down, or who still has an obvious physical disability although earning full wages.*

It is not unusual for an employer to take back into his employ an injured workman after he has more or less

recovered from the effects of an accident, and to pay him his ordinary rate of wages, although he may not be able to carry out his duties to the full extent. In this way he *receives* although he does not *earn* his full wages. This arrangement is often satisfactory to both parties; to the workman because he receives as much as he did before the accident, and to the employer from charitable motives, or because, at no great addition to what he would have had to pay as compensation, he is able to ensure his employee regular employment.

There is no doubt also the employer expects—and has a right to expect—that he will by this service receive the employee's goodwill, for a man partially incapacitated would probably be unable to find, or might experience much difficulty in finding, employment in the open market before his restoration to full working capacity.

It will be an evil day for the working classes when large employers cease to give what they now so frequently do, a helping hand to men who are recovering, for no one knows better than the working man that half wages mean semi-starvation where there is no club money, or where sick club benefits have run out, as is so often the case in prolonged illnesses.

There is, however, another suggestion, although I am convinced it is not of frequent application: it is alleged that an employer sometimes takes back into his employ at the old rate of pay a workman who is not in fact able to earn full wages; and although the employee receives that sum, after a time—with a view to ridding himself of liability—the employer discharges the man and contends that as he paid full wages to the workman it is evidence of his ability to earn them; in other words, that the workman has recovered from the effects of the accident, and therefore liability is at an end. There is then cast upon the workman the onus of proving the contrary. It should be borne in mind that the Workmen's Compensation Act does not give a workman any right to compensation in respect of his injuries, but only in respect of wages which he is unable to earn as a result of the accident. The effect of casting upon the workman the onus of proof of continuing incapacity in some cases may prove a distinct hardship to him, although it seldom happens in practice that the man is unable to prove his incapacity, if in fact it exists.

Then, again, a working man may have returned to work comparatively well, the ultimate disabling effect of the accident lying, as it were, dormant. The effects may not show themselves for a considerable time after the injured man returns to work. The difficulty from the workman's point of view might be increased if, upon his return to work, he has been actually receiving or even earning full wages.

In such a case the workman's interests can be protected by filing in the county court what is sometimes called a declaration of liability or a memorandum of agreement. The filing of a memorandum of agreement is clearly recognized by the Act, and by this means the fact of an accident having happened is recorded, and the workman's right to compensation thereby kept alive, a nominal sum of one penny a week as compensation being usually agreed. The fear (which I feel sure keeps many men from working when they might) that they will be paid full wages for a short time and then dismissed, would then have no foundation.

An army of working men now partially disabled, but certainly capable of much, though not of full work, and who are living miserable existences on half wages, and in a state of semi-starvation, might be living in comparative happiness, receiving full, or something approaching to full, wages, if they would either trust their employers or arrange for a memorandum of agreement to be filed with the court. This spirit of distrust is unfortunate from the workman's point of view, for *light* work and employment for men not wholly fit for work is, except for disabled soldiers and sailors, becoming more and more difficult to obtain.

If the course suggested, of filing a memorandum of agreement reserving a nominal weekly payment, is followed, and if it should subsequently be found that the workman is suffering from the effects of the accident, he is entitled, upon satisfying a county court judge or an arbitrator under the Act of his incapacity, partial or otherwise, to have the weekly payment reviewed, that is, by increasing the

weekly payment according to the necessities of the case. On the other hand, the employer is entitled to claim a review—that is, the termination of the weekly payment. The effect of this procedure is to reserve to both parties all the rights they possessed at or after the accident, notwithstanding the lapse of time since it happened, and precludes any questions arising as to whether or not the accident was one to which the Act applied, or as to notice of the accident to the employer, or other suchlike questions.

From the point of view both of the employer and the workman it is more in consonance with the Act that the agreement to be filed should reserve payment of a nominal weekly sum, for, as before pointed out, the Act gives either party power to have a weekly payment reviewed; and unless there is some weekly payment reserved, difficulties may occur, inasmuch as there will be no weekly payment to review!

Assume that the time has come when a workman has wholly recovered and remained well for a long period of time; the employer rightly wishes his liability for an accident (the effects of which are now non-existent) to cease. When he applies to the court to have the agreement removed from the register, it is obviously most desirable that a nominal weekly payment should have been reserved. He must, of course, be in a position to satisfy the judge or an arbitrator that there is no possibility, or at least no reasonable probability, of a recurrence of incapacity on the workman's part, and this can only be done by medical evidence. Without a medical examination it is difficult to see how he could be in a position to prove his case, and the medical examination is therefore a *sine qua non*. Here the employer, unless he has agreed to pay a nominal weekly sum, may be met with serious difficulty, for unless a claim for compensation has been made, arbitration proceedings commenced, or a weekly payment is being made, the workman is not bound to submit himself for medical examination, and it might therefore be contended that, if a mere declaration of liability and no memorandum of agreement reserving a nominal weekly payment is filed, there is no compulsion on the part of the workman to submit himself to medical examination.

What probably gives rise to the objection on the part of the workman to return to work is the provision which is contained in Schedule 11 (9) (b) of the Act.

Where a workman seeks to record a Memorandum of Agreement between his employer and himself . . . and the employer . . . proves that the worker has in fact returned to work and is earning the same wages as he did before the accident and objects to the recording of such Memorandum, the Memorandum shall only be recorded, if at all, on such terms as the judge of the county court, under the circumstances, may think just.

If the workman first returns to work and is earning full wages, and *after his return* wishes to record an agreement, the master may object; but he would have to satisfy the judge that the man was actually *earning* and not merely *receiving* full wages, and that there was no reasonable fear of his again becoming incapacitated, otherwise the judge can record a memorandum, and so keep the employer's liability alive on such terms as he thinks fit.

Take the case, for instance, of the loss of an eye, not an unusual accident in my experience. It is obvious, where the remaining eye is healthy, that after a definite period of time, amounting it may be to only a few weeks, the workman has wholly recovered as far as his working capacity at the moment is concerned. But he has now only one eye instead of two. If he returns to work with his old employer, and remains for the rest of his life with that employer, receiving the same wages as before the accident, well and good. But suppose that, either from fear on the part of the master of another accident to the remaining eye, reasonable timidity on the part of the man with regard to working amongst machinery with a diminished range of the visual field, or for some such reason, the workman finds himself without work in the industrial market, a permanently damaged article as a result of the accident, with diminution of working capacity which must be obvious to every one to whom he applies for work, his chances of re-employment are small indeed. He is in such a case still entitled to compensation if he has taken the proper steps to protect himself. It is elementary justice that such a one should have his right to compensation preserved.

If he has no memorandum of agreement recorded in his favour, he may at any time be a victim of his circumstances and drift into the ranks of the unemployed or the unemployable, as the result of his want of foresight. My experience with large public bodies is that when this is pointed out (and I make the suggestion as occasion arises) they are prepared to arrange for the necessary memorandum of agreement to be filed with the court for this and similar disabilities.

Notice of Accident.

I have referred previously to the necessity of notice of an accident being given to the employer, and it may be useful to refer to the requirements of the Act in this respect.

Section 2 provides that proceedings for the recovery of compensation shall not be maintainable unless notice of the accident has been given as soon as practicable after the accident and before the workman has voluntarily left the employment in which he was engaged at the time it happened, and unless the claim for compensation has been made within six months from the date of the accident. The want of, or any defect or inaccuracy in, the notice, however, does not bar the workman from recovering compensation if it be found that the employer is not prejudiced thereby, or that the want of, or defect or inaccuracy in the notice was occasioned by mistake, absence from the United Kingdom, or other reasonable cause.

The notice of accident and claim for compensation must not be confused. They are entirely separate matters. The notice should be given as soon as possible after the happening of the accident, but the claim is a matter which is usually one for the lawyers at a later stage; when this becomes necessary, it is generally because the employer has refused to recognize liability.

Memoranda:

MEDICAL, SURGICAL, OBSTETRICAL.

THE RADICAL CURE OF URETHRAL STENOSIS.

UNDER the term "urethral stenosis" I include stricture and some obstructions at the neck of the bladder, often considered "senile prostate," and treated as such by prostatectomy. In the *BRITISH MEDICAL JOURNAL*, June 15th, 1907, I described a mode of internal urethrotomy which in my experience always led to radical cure of stricture, the principle being to cut the obstruction fully where its mass most presented, and to cause the wound to heal without the formation of the usually desired "cicatricial splice," thus restoring normal calibre. I have operated on 125 cases with most satisfactory results and have not lost a case.

Full dilatation combined by heat will often secure radical cure of at least many deep strictures. It is vain to expect that a narrowing at a part of a urethra the normal size of which at that site is, say, 40 mm., will be cured by instruments a little more than half that size.

Amongst other there are two methods to which I would like to draw attention. One, the gradual splitting of the stricture by flat, wedge-shaped sounds up to, but not beyond, the natural size of the canal. The edges of these wedges are not sharp enough to cut; they split but do not burst the morbid tissue, and this is usually on the urethral floor. All the advantages and none of the disadvantages of divulsion and rapid and forcible dilatation are obtained. In the latter modes, however gently carried out, the stricture bursts at the weakest part of the ring, and a further mass of cicatricial tissue (the very thing to avoid) repairs the injury where inflicted, usually in the roof. In the case of a split made by the wedge, if managed by the means I advise, epithelium will cover its sides and bottom, and a permanent gap will be the result.

A second mode is, given a massive stricture which is felt from the outside, it can often be cured without injuring the mucous membrane at all. It can be cut through from the outside down to the mucous membrane, gradual dilatation being then carried out per urethram.

Stenosis about the bladder neck is a common condition, which might be treated with advantage by less heroic means than prostatectomy. This includes some fibrotic

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prostates, fibrosis of the neck itself, certain enlargements of the "middle" lobe, and badly classified states included under the terms "collars," "bars," etc.

Obstruction to urine and instruments at a senile age does not necessarily mean "senile prostate." The old may suffer as the young from the result of prostatitis. Prostatectomy in many of these cases should never be attempted; prostatotomy is the remedy. It may have to be perineal or suprapubic, but personally, with some others, I have been satisfied usually with simpler means. I often employ an incisor—merely a small lithotrite in which the jaw of the male blade is shortened and sharpened on both aspects. This will cut the obstruction, and the subsequent use of wedges will ensure a gap being left. I have also used a strong urethrotome. The question whether to use an incisor or a punch should be decided on examination. I abandoned Bottini's instrument on account of risk and the atrocious after-pain.

London, E.C.

JAMES MACMUNN.

Reports

MEDICAL AND SURGICAL PRACTICE IN HOSPITALS AND ASYLUMS.

TANKERTON HOSPITAL, WHITSTABLE, KENT.

A CASE OF ARTERIAL HAEMATOMA OF THE SECOND PART OF THE AXILLARY ARTERY OF UNUSUAL TYPE.

(By ERNEST W. WITNEY, M.B., B.S.)

PTE. J. D., a Canadian, was admitted on July 24th. He had been wounded by a bullet in the left pectoral region three days previously; the injury had been followed by brisk haemorrhage for two or three minutes.

On admission he presented a small punctured wound situated 2 in. below the left clavicle and 2 in. internal to its outer end. The wound was covered with a scab. There was no wound of exit. Deep to the wound and distending the outer part of the pectoralis major was a swelling the size of an orange. There was no expansile or conducted pulsation of the swelling. No thrill was to be felt nor bruit to be heard over it. The radial pulse on the left was equal to that on the right. The left arm was warm, and there was no indication of any interference with its circulation.

There was tactile anaesthesia on the inner side of the left arm in the area of distribution of the lesser internal cutaneous nerve, but no other evidence of nerve injury. A skiagram revealed nothing abnormal. The patient had some pain over the swelling and a burning pain on the inner side of the left arm.

He was kept at rest in bed and watched for three weeks. During that time the temperature ranged between 100° at night and 97° in the morning. The pulse varied between 74 and 110; respiration was normal. The pain gradually increased in intensity and became severe, and the swelling gradually enlarged until it reached the size of a small coconut. The left clavicle was pushed upwards by it. Laterally the swelling extended to the front part of the inner wall of the axilla and became superficial beneath the lower margin of the pectoralis major. It could be felt to fluctuate here, but nowhere else. The skin covering the swelling on the inner wall of the axilla became oedematous and slightly reddened. There was still no pulsation, bruit, or thrill in the swelling, and no evidence of any interference with circulation in the arms. The anaesthesia remained the same.

A diagnosis was made of a suppurating haematoma, and on August 19th a small incision through skin and fascia was made over the fluctuating area. A small amount of blood-clot expelled itself through the incision and was followed by severe arterial haemorrhage. The blood came out with a "swish." An exploring finger plugged the wound and examined the limits of the cavity of the haematoma. This extended upwards as far as the upper entrance into the axilla and outwards and backwards to the middle line of the inner wall of the axilla. The pectoralis major formed the anterior wall of the cavity. As the patient was suffering from shock the wound was tightly plugged with strips of gauze. This effectively