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No intrinsic value: accounting for medical expenditure in early-modern France

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Between Jan . 2, 1674 and June 18, 1726, Jean-Louis Le Guey, master hosier in Marseilles, kept a family journal in which he recorded major events concerning his family, his patrimony and the city. Among the many functions the record had, keeping track of creditors, paymentsand names of notaries were deeds were recorded was an important one. Although several transactions with medical practitioners – physician, surgeons, one midwife – occurred, their cost and status varied, ranging from free treatment to third-party obligations. In 1686, one surgeon Jacques Coudonneau trepanned twice his child who had a skull fracture after falling from a box, following his cure during twenty-one days with perfect success of cure. The practitioner, godfather to Le Guey's child, declined payment apart from friendship considering "his father was a good uncle of [Guey's] mother."[1] Coudonneau later assisted with the last and fatal pregnancy of his wife, Anne Blanc and his son's wife's, Marthe Gugardy, with the help of Demoiselle Boulle, midwife.[2] Considering his personal ties with the surgeon, Le Guey only recorded payments to a physician, Pelicely, who had visited his wife Anne Blanc on twelve occasions, for 9 *livres*; and mentioned physician Maty's home, where his step-father spent his last days before his death. Le Guey may have had routinely accessed medical services or gone regularly to the apothecary's – or may not have: from his journal one may not draw any conclusion as far as consumption of medical services were concerned, either because they implied the death or survival to a family member, or because subject to later litigation. His most important service was provided through a long-term friend of the family who only would accept friendship as payment.
Le Guey's journal belongs to the many documents from which one can study medical expenditure of individuals, which includes household accounts, inheritance records (inventories, accounts) which have been kept by notaries or summarized by French fiscal administration of contrôle des actes, and civil litigation records. Medical fees in early-modern France were a token of transactions taking place between a or a group of practitioners who provided service or goods for reestablishment of health and a "patient" or rather a client of these services or goods. The purpose of the paper, resting on explorations of Paris and Marseilles' archives from late 17c till 1791, aims at deciphering the frameworks through which medical fees of individual customers were constructed or the "institutions" by which medical consumption could happen, outside any type of collective or public provision. I am following here the perspectives opened by Douglass North, as a result of the quite remarkable discrepancies in the recording of medical debts or payments between the two

[1] Mémoires d'un bourgeois de Marseille, éd. Thénard (Montpellier : Maisonneuve, 1881), entry for March 3, 1686.
[2] Entries for Aug. 11, 1684; Oct. 4, 1706

sites of Paris and Marseilles.[3] Although I have investigated bankruptcy records, private archives, and contrôle des actes for Nîmes and Troyes (1780), my main sources are notarial records concerning inheritance (inventories, accounts and related deeds) or majority (orphans' accounts) on the one hand, and civil law records: Parc civil of Paris Châtelet (arbitrations records, 1761-1791, table 1) and *greffe de l'écritoire* of Marseilles' Lieutenance civile (sampled for 1706-16-36-80). These records document the negotiation of the economic value of medical services, between the first encounter between client and practitioner to the enforcement of medical fees. The value of medical services resulted from the meanings patients/clients and practitioners assigned to it which was shaped in the 17c as a specific "medical market."

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1. 17c institutions of medical obligation

The economy of medicine rested on a complex social construction of obligation, which greatly differed in Paris and Marseilles. The notarial records which have been investigated to analyse the level at which medical expenses or debts were recorded, which social categories recorded them, which medical trades were aimed at, the level of medical expenses or debts involved. However, the very recording of medical payments or debts, and the great variability among medical trades, civil law deeds and jurisdictions, invites further investigation in the law and practices of medical obligation.

As far as liability for medical services was concerned, patients rarely came into the picture. Invoices and civil law records give plenty of evidence that actual recipient of medical care did not pay or were not deemed to pay for medical services. In the Parc civil records, only 2/5 of the clients were actual patients, either male or female. Obligation rested on the shoulders of parents or tutor in more than a tenth, as children were among members of the household which was also responsible for servants – coachmen, cooks, private tutor, or unspecified members of the household – for a fifth of the cases.[4] Among living siblings or households, parties called into court werehousehold heads, male or female, to have his child, spouse or servant looked after by medical practitioners. Litigations and surviving invoices invite consequently to broadly redefine the patient-practitioner economic transaction as one which linked practitioners with their clients requesting services on behalf of the people they were responsible for.

The "active" patient was rather an active client for medical services, who had to pay on behalf of spouse, children and indeed servants or less obvious connections (Table 2). When

[3] Douglass C. North, "Institutions," The Journal of Economic Perspectives, Vol. 5, No. 1, (Winter, 1991): 97-112: "Institutions are humanly devised constraints that structure political, economic and social interaction. They consist of both informal constraints (sanctions, taboos, customs, traditions, and codes of conduct), and formal rules (constitutions, laws, property rights). Throughout history, institutions have been devised by human beings to create order and reduce uncertainty in exchange. Together with the standard constraints of economics they define the choice set and therefore determine transaction and production costs and hence the profitability and feasibility of engaging in economic activity."

[4] The Parc civil arbitrations from which the quantitative analysis has been drawn bear the AN, Y1902-5 shelfmark. Registered between 1755 and 1791, they represent 111 arbitrations for physicians (1), apothecaries (3), midwife (1), locksmith-toy ware maker (1) and surgeons (105) – although, due to appeal, the actual litigations for surgeons were 97.

specified, clients' children (8) were regular recipients of major treatments. Not only parents but also tutors played a crucial economic role in paying for medical fees: in the 7 orphans' accounts which I have collected for 17c Paris, medical expenditure, as a separate entry or merged into general expenditure for dress, education, or even house repairs, were mentioned in a every but one case.[5] Domesticity was included in household payments, althought decisions by the household head were explicitely mentioned when the liability may not have been obvious. Surgeon Bourron, from Sèvres, presented to the arbitrators an invoice for "a complex leg fracture, dressings made until the cure occurred, supplied medication, as well as the cure of a scorbutic disease during four months and a half, which treatment was done to a young man between 36 and 40 years old at Mr. Belt's at his request."[6]Decisive in the type of care supplied, the household was indeed the main client for medical services in early-modern France.[7]

Households extended to heirs or curators when recipients of medical services passed away. Heirs or curators of vacant inheritance accounted for a fourth of the payees of arbitrations. Other civil law deeds mentioned medical expenses at a critical moment of the individual life-cycle. Parisian notaries were relatively keen to register medical expenses in inheritance deeds – a fifth of inventories and a fourth of accounts made explicit mentions of payment or debts[8]. In Marseilles however the registering was fairly rare, either in notaries' offices or at the Lieutenance civile's *greffe des inventaires*; most deeds did not mention medical debts or expenses at all. In Paris accounts or inventories, in the absence of explicit rules or template for debts or payment recording, notaries would register debts, remainders of payments or made ones, or else declarations of medical fees, with a view to give some information about the remaininginheritance: it is a case veuve Magnon, for instance, declared that she had sold clothings and rags to cover the cost of funeral and medical expenses.[9] Contrary to the Kent probate court, the notarial clerks made no explicit attempts at requesting their mention when lacking to original documents. Medical records may easily slip out of inheritance deeds as the "receipts for 100 livres recorded under mark 8 of the paper bundles" or the "extraordinary expenses for the mourning and the disease of Monsieur:"[10] The large category of "funeral expenses" might indeed have included medical payments, which are usually located at the close proximity of other expenses, which include expenses for burial on the one hand, legal procedures on the other, and for the wealthier, extraordinary expenditure for mourning.

In Marseilles, although notarial inventories ignored medical expenses, hospital bequest accounts carefully recorded them. In the surviving 47 accounts, the Hôtel-Dieu, as sole or main heir, paid expenses in 19 cases (40%) to surgeons, physicians, apothecaries in addition to explicit payment of help from males or females during the last illness. Inmates' accounts did not mention medical expenses, although they might have readily accessed medical

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[5] Sylvie Perrier, Des enfances protégées. La tutelle des mineurs en France (XVIIe-XVIIIe siècles) : enquête à Paris et à Châlons-sur-Marne Espaces (Saint-Denis: Presses universitaires de Vincennes, 1998).
[6] AN, Y 1 905, arbitration Bourron c. Le Belt, 29 Jan.1783.
[7] Smith, Lisa W., "Reassessing the Role of the Family: Women's Medical Care in Eighteenth-century England,' *Social History of Medicine*, 16:3 (2003), p. 327-42.
[8] In addition to recording idiosyncrasies, unfortunately our sample of 150 inventories and 35 accounts for 1751; and 48 documents for earlier yeards is too small to make reliable quantitative analysis.
[9] MC, ET/XCIV/253, 3 juin 1751.
[10] MC, ET/II/48, 27/12/1717, account of Mondho ? ; ET/XIII/293, 6 juin 1751, « inventaire de Briant, loueur de carrosse. »

provision. Priest Balthazar de Pereris, who had reached the age of 92 when he died in a small room of the Hôpital des Convalescents, had negotiated his internment as a second location for his old age, with a possible view about the care he might need. Reaching retirement, he had first opted for pension in the mission de France, before he acquired a life annuity whose interest and stock were donated to the hospital against the use of a small room. Although negotiation was not as explicit as in the case of Pereris, considering the small bequests by Hôtel-Dieu inmates, it is likely the very decision to bequeath the Hôtel-Dieu may well have accounted for getting medical provision and care. Legacies to hospitals were very common in the intendance of Provence, and markedly rose as legacies for masses decreased as a sign of dechristianisation: in Marseilles, legacies went to hospitals and increasingly to parish charities.[11] One can offer the hypothesis that hospital legacies, at least in Provence and for very low legacies, acknowledged provision of medical care at a hospital.

The consumption of medical services was mediated by civil law regulations, with some differences in Paris and Marseilles. In late 17c century Paris, the legal category of "dernière maladie" (last disease) came into being to give special privileges to medical practitioners, thus deemed "first creditors" on the estate, although its creation is yet to be reconstructed.[12] Civil law, in Marseilles, Marriage was one, although major jurisprudence debates occurred as whether dowries could finance the wife's final ailment: in Marseilles, Aix Parliament ascribed them on the husband's estate: in Arles, in the case of apothecary Brunet against Gagnone, the court settled that wives would not pay for the household's medical expenses, as "they have given dowries to their husbands for their maintenance sick or in good health;" in 1645, however, Parliament ruled against this decision considering the husband, in case of a long ailment whose expenses would overcome the benefits of the dowry, could use it for payment.[13] In late 17c century Paris, the legal category of "dernière maladie" (last disease) came into being to give special privileges to medical practitioners – that is physicians, surgeons and apothecaries - thus deemed "first creditors" on the estate.[14] In Marseille, civil law allowed seizure of real estate property by creditors, unless debtors were in possession of *lettres de répit*, drawn by a civil judge after examination of accounts. After the ordonnance de Louis XIV of Aug. 1669, applicable in Provence, *lettres de répit* could not be requested in case of debts of "*medicamens*," which might have included not only drugs but also their appliances that is surgical services.[15] In Provence, contrary to apothecaries, physicians could not negotiate "promises" or "obligations" from their patients, but were allowed to inherit from them.[16] The reasons why governments specifically created a medical civil law are yet unclear; yet they may be thought as a mark of change towards medicine, with a similar chronology to Mortimer's *Dying and the Doctors*, although local specificities applied to trades or moment of treatment in the life cycle. Indeed, medical services had acquired a privileged economic existence, with a view to protect groups of practitioners from reluctant clients. If the

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[11] M. Vovelle. Piété baroque et déchristianisation en Provence au XVIIIe siècle. Les attitudes devant la mort d'après les clauses des testaments (Paris: Plon, 1973), p. 355 sq.
[12] Jean-Baptiste Denisart, Collection de décisions nouvelles et de notions relatives à la jurisprudence actuelle (Paris: Desaint, 1766-1771), p. 364
[13] Boniface, 1746, t. 2, livre 4, p. 305-6 ; de la Combe, Recueil de plusieurs arrêts notables (Le Gras, 1742), vol. 1, p. 478.
[14] Jean-Baptiste Denisart, Collection de décisions nouvelles et de notions relatives à la jurisprudence actuelle (Paris: Desaint, 1766-1771), p. 364
[15] Ordonnance, août 1669, titre VI, art. XII, p. 58.
[16] Boniface, 1746, t.2, p. 38.

principle of paying practitioners had a legal dimension, yet the value of their services was careful constructed during the medical transaction.

2. The making of medical payments: from invoices to litigation

Like arbitrator Ferrand stated in his 1784 arbitration, "services of healthcare ministers have not intrinsic value," nor even prior-treatment contractual agreement.[17] Contrary to early-modern England, bills fixed prices ex-post. One exception were the services carried out around the fitting of medical devices.Herniary surgeon William Blakey's correspondence makes clear that he requested payment before shipping away his steel-trusses to his clients; discussion of price could occur upon meeting with his clients, in his shop, in a nearby coffee-house or at his client's home; or through correspondence.[18] With trusses, the product went with a service – diagnosis, fitting, after-sales changes and repairs – which was comprised in a fixed price. In one instance, the reason of the cure might well relate to orthopaedics: the deceased master herniar y surgeon Tiphaine had among his papers two notes dated 21 Jan 1784, holding the signature of comte de Dudzècle, for payment by instalments on April 1st and unspecified date the total sum of 1,800 livres for his son's cure. In that case, Tiphaine had clearly agreed in advance on a (quite substantial) sum for the treatment of Dudzècle's son. For other services, fixing of prices in advance was rare, except in one instance: accidents. Road accidents, as documented in police records, regularly bring about surgeons whose fees were part of the settlement. In 1773, the surgeon Soupé agreed to reduce his payment to 48 livres, in addition to 12 livres for his livery and 120 for his "frais de maladie" and lost time, "to help" the victim Denis and coach-renter Elvin, the coach renter, to reach an agreement and stop litigation. Among the "parajudiciary compositors" (Justine Berlière), commissaires made sure that practitioners were not neglected in the resulting agreement.

Drawing a bill, to which I will come back later, did imply ready payment and the moment from which a practitioner could claim for his fees could be delayed. In Parc civil arbitrations, cures ranged from one month to over a year. Before his client decided to contest the claimed fees, surgeon Cervenon had taken care of the household of prévôt des marchands Lefebvre de Caumartin and Cervenon between August 1761 and May 1789.[19] Payments could occur at different moments of the medical transaction. Although unrecorded payments may have happened, over the shop counter for instance, when payment concurred with treatment, invoices seem to have been a regular way to request payment in the first instance. Invoices or "mémoires" as well as receipts of payments can be randomly found in archives. The bailiff de Croix passed away between June and July 1757, and his son received, from an unknown surgeon an invoice itemizing the visites, bloodlettings and dressings he made to the bailiff and his servant, and the total sum of 48 *livres*, for which he acknowledged receiving payment; the physician Bourdelin left a receipt for the 60 *livres* for "his visits" on Aug. 12.[20] The publisher Le Prieur paid his surgeon Girard immediately when he was presented an invoice for services to his household,

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[17] AN, Y 1 905, arbitration Fossiat c. sieur et dame Sauveur, Aug. 23, 1784.
[18] AN, Y 13701.
[19] AdP, DC6 17, dossier 996, pièce 5.
[20] AdP, 5AZ 302, 1757.

comprising of Mr. Le Prieur, his wife, his maid, his coachman and a "Miss Foyé," from August, 1778 to 30 May, 1781, foor which the surgeon acknowledged having been paid for on July 10, 1781.[21] Master herniary surgeon Tiphaine received promissory notes: he had among his papers two notes dated 21 Jan 1784, holding the signature of comte de Dudzècle, for payment by instalments on April 1st and unspecified date the total sum of 1,800 livres for his son's cure.[22]

Getting paid for one service's was a common risk in practitioners' economic life. On Nov. 20, 1769, the oculiste Louis Flor Desais Gendron and Jean-Joseph Suë, both master surgeons, make their way to rue Sainte-Avoye at Antoine Morel's, against whom surgeon Claude Roisin had engaged prosecution. Roisin had treated Morel, his wife, his cook and his elder son who had been affected with strong health problems. Since 1765, Roisin argued, the family was perfectly happy with his services until Morel requested payment for four years of treatment and upon their resentment to pay for his services, he assigned them to court. Only then did Morel made a complaint against Roisin's wrongdoing against his son, who had lost his sight, a way Roisin associated with Morel's reluctance to pay rather than legitimate complaints.[23] Taking a reluctant client to court may have been a final and costly end to recover payments: yet civil law records give to historians a grip onto the full sequence between the early moments of cures to actual payments. Civil litigation records attest that invoices were drawn when the cure was considered having ended, either out of cure or because the practitioner was dismissed.

Surgical practitioners experimented ways to overcome the risks implied by long periods without income. Partial payments are recorded: the abbaye of Saint-Denis had already paid 800 livres, before surgeon Gaillard went to the Parc civil and got his claim settled for the cure of the Prior's ulcerated leg at two thousand seventy-two *livres*.[24] Subscription or *abonnements* were negotiated between practitioners and patients: they are documented for wealthy households and religious groups. When surgeon Viany went to court to request payment from count and countess of Hourville, not only he claimed his subscription, but also the extraordinary treatments he made, suggesting that subscription contracts did cover only routine visits and care.[25] Surgeon François Huet, at the death of his wife, stated that par "were due to him, by Duke of Cossé, his fees of 300 *livres* since the January last, by the viscount of Blosville his fees since the same date amounting to 120 *livres* a year, and by the counvent of Petits Augustins the same for 100 *livres* a year."[26] Congregations had recourse to yearly payments for medicine. The monastère of Port-Royal des Champs, a travel day from his Parisian counterpart, hosted in 1697 twenty-six servants, fifty-two nuns and three priests, that is nearly eighty people, when it wrote a general account of his chattels and expenditure: it solved its debts to apothecary André's remedies (200 *livres*) and surgeon's blood-lettings and other medications (150 *livres*). The visits of the physician, who probably staid overnight,

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[21] AN, T 1153/ 2.
[22] Katia Béguin, Les princes de Condé. Rebelles, courtisans et mécènes dans la France du Grand siècle (Seyssel: Champ Vallon, 1999), p. 333.
[23] AN, Y 1 903, arbitration Roisin c. Morel, 20 et 22 novembre 1769.
[24] AN, Y 1 906, arbitration Lefebvre c. abbaye de Saint-Denis, 19 août 1789 ; AN, Y 1 904, arbitration Delamalle c. dame Migé, 14 octobre 1775.
[25] AN, Y 1 905, arbitration Viany c. comte et comtesse d'Hourville, 8 mai 1781.
[26] AN, MC, Ét. XCI, 1204, 21 juin 1782: Inventaire ap. le décès de Christine Despierres, épouse de François Huet, chirurgien à Paris.

amounted to 200 *livres*, to which they was added kind payment for his food and barley for his horse. The accountant added an extraordinary fee of 60 *livres* for the surgeon. Different versions of the accounts stated the variability of the practitioners' fees, from 50 *livres* (surgeon) or 100 (physician) to 150 *livres* each in 1707, reflecting the needs of the convent and most likely its financial capacity.[27] The subscription practise may have been more developed in other social categories: labourers of the Aillant valley, near Auxerre, deployed medical-access strategies and chose to yearly pay the surgeon's fee, when growing older, in order to maintain their capacity to access to medical cures.[28]

Subscription is not unrelated to the salaries paid by the royal households to their medical practitioners in courts. In noble households, however, yearly salaries or *pensions* covered for the surgeons' fees. The practise is documented beyond medical trades, like the princes of Condé's artists, who were donated yearly sums.[29] The prince of Condé was to give a pension of 1500 livres for his surgeon, Jean-Baptiste Baudot, by the contractual *brevet*, which he supplemented by additional gratifications, like the position of first surgeon of the prévôté de l'infanterie française et étrangère and and allowed a lesser pension to the widow of his former surgeon, Toussaint de Bordenave.[30] In the Maison royale, surgeons's positions were much coveted and occasioned bargains among practising surgeons, who sold them out to their successors.[31] In noble households and convents alike, basic medical care was negotiated through fixed payments, from subscription to pensions, although supplementary incomes could be negotiated in case of exceptional treatments, by gratifications or additional payments.

In absence of immediate payment, practitioners ensured recognition of fee debts, using multiple means. Asking a written recognition of debt was one: Mme de Greink acknowledged the cost of a cure made by Mallet on a copy of the invoice the surgeon had kept.[32] Private recognition was commonly brought to notaries, although obligations towards practitioners may not always relate to cures: one Nicolas Martin, "practitioner" at Troyes, requested an "obligation" for non-adjudicated nursing fees.[33] Master surgeon Guillaume Garnier had the obligation born on Maurice, Anne and sons traveur, "workers," of 99 *livres* 19 *sols*, in solidarity, authentified by notary.[34] Numerous forms of accommodation occurred before civil litigation would take place. In one rare instance of criminal legal procedure, Leullier whose son was under the care of the privileged surgeon Callé threatened of taking him to court, probably hoping that some financial arrangement would take place. "Callé's firmness surprised his enemies," stated his lawyer. "Incompetent service without fraud may

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[27] F. Ellen Weaver, Le domaine de Port-Royal: Histoire documentaire, 1669-1710 (Paris : Nolin, 2009) 91, 149, 182.
[28] Jean-Paul Desaive, « La Mesure du possible: essai sur le ménage, la propriété, l'exploitation en vallée d'Aillant au dix-huitième siècle," thèse de doctorat (Paris: EHESS, 1986).
[29] AN, MC, Ét. XCII/850. 7 janvier 1783, Inventaire après le décès de Françoise Marie Borie, épouse de Jean Baptiste Baudot, mark 8 of the papers.
[30] AN, MC, Ét. XCII/850. 7 janvier 1783, mark 7 of the papers; AN, MC, Ét. XCII, 841, 23 mars 1782, mark 3 of the papers.
[31] AN, MC, Ét. XLIV, 598, mark 3 of the papers.
[32] AN, Y 1 905, arbitration Mallet c. sr et de. Freinck, Dec. 5, 1789.
[33] AD 10, II C 3368, 13 janvier 1780.
[34] AD 30, II C 345, 17 mars 1780.

only result in compensation: Leullier did not request anything else."[35] Accommodation occurred frequently: Suë reduced his requested fee to 187 *livres*, "voluntarily, when a form was first produced," although the parties ended up in front of the tribunal.[36] Reversely, surgeons did make official complaints to commissaires with similar results, which puts emphasis on the commissaires' role at the fringes of litigation: after hearing that surgeon Viguier had made a criminal complaint to commissaire Huguet, Couway sent a written notice without personal signature to pay what would be settled by arbitration.[37] Civil procedures, in addition to be lasting, were costly. Among the sums engaged by the parties, had to pay for "expenses," solicitors' fees who attended in a fourth of arbitrations, and arbitrators' salaries, which amounted from 12 *livres* and up to 96 *livres* that is a fifth of the final arbitration of La Chapelle v. Longuend.[38] Antoine Louis offered not to charge any fee, in order to conciliate surgeon Sue with his client Dutroullot.[39] Practitioners had little interest to sue insolvent or poor clients. The mere threat of litigation triggered agreements.

Litigation was yet another way to reach the practitioners' end. Very few surgeons went bankrupt in 18c Paris: most of them failed at long-distance trade of drugs or trusses. One exception is surgeon Benoist, residing rue des Cannettes, who had had active debts for over 5,000 *livres* from 14 clients: 1000 livres had been settled in court, prior to the bankruptcy. Court settlement did not prevent him to maintain relationships with clients, as the case of Josy, bailiff at the Châtelet, who owed 500 by sentenced obligation and 200 for an invoice.[40] The civil lower court, Chambre civile, records attest that practitioners commonly went to officially settle debts: surgeon Robert Germain, master surgeon, had wine merchant Léger and his wife condemned to pay 500 livres for "dressing, medicines, board and food during six weeks for the disease he had.[41]" The Parc Civil which officially settled cases above 1000 livres arbitrated in second instance invoices ranging from 15 livres to above 2,000 livres: Mallet, who went to Parc civil three times between 1787 and 1790 was among the "consumer of justice," as an apt way to settle payment. Other practitioners, like Garreau, use consular jurisdiction for his case.[42] The use of greffe de l'écritoire at Marseilles, where all requiring parties were practitioners, was no different: they wen to court to have liability of clients authorized.[43]

3. Services and carers: invoicing for medical care

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[35]BNF 4-T18121 (356), Pierret de Sansières, Mémoire pour le sieur Antoine-Edme Callé, chirurgien privilégié à Paris, . . . contre Honoré Leullier, maître perruquier à Paris (Paris: P. G. Simon, 1768)
[36] AN, Y 1 905, arbitration Suë c. Dutroullot, 16 août 1786.
[37] AN, Y 1 906, arbitration Viguier c. Couway, 5 décembre 1789. On the accommodating role of commissaires, Justine Berlière, 'Les commissaires
du quartier du Louvre, 1751-1791. Contribution à une histoire de la praxis policière dans le
Paris du second xviie siècle', Thèse pour le diplôme d'archiviste-paléographe, École nationale
des chartes (Paris, 2008), p. 166
[38] When registered, most fees amounted to 12 by arbitrator, except AN, Y 1 906, arbitration La Chapelle c. Longuend, 12 mars 1790.
[39] AN, Y 1 905, arbitration Dallier c. Mouttat, 19 janvier 1791.
[40] AdP, D4 B6 cart. 48 dossier 2857 (Greffe 801) – 19 juin 1773.
[41] AN, Y 7196, Dec. 29, 1700.
[42] AdP D6B6/17, Fraumont v. Garreau et DeVilleneuve, 7 March 1786. On the choice of jurisdiction by bkaers, see Steven Kaplan, Le meilleur pain du monde, p. 170.
[43] AM Marseille, FF1191 (1706), 1201 (1716), 1220 (1736), 1270-1 (1780),

Payments and their records give substance to "commercial" medicine, for which practitioners requested payment. Evidence from Parc civil document a wide array encompassed by surgeons' services as well as other practitioners, which included apothecaries, physicians, midwives, nurses (garde-malades) and locksmiths. The most detailed ones itemized operations with their individual prices; the majority seem to have followed a chronological display of the cure, usually with little detail. The "bill for the the expenses made and paid out during the ailment of Sr. Dardelle" is a rare daily account: on March 1st, 1780, Saint-Martin operates Dardelle from a tumer in the right groin (12 livres); from March 2d to 10th, he comes twice a day for a dressing (2 livres each); on the 10th, he operated the left groint (12 livres). He listed four dressings a day until March 17th (2 livres each). The right groin being cured from 17th, he then only counted two dressings, which become only one on April 1st until he is completely cured on April 10. To his "operations," he added a weekly digestive (1 liv. 10 sols), medicines in bowls, to which he adds 200 "bols fondans." He also drew an invoice for the last days of his wife, for which he charges 30 days of nurse-keeping and food, 30 baths, medicines in bowls, to which he added dressings and frictions made at Dardelle's home. Over the course of three months, Saint-Martin requested 1105 livres from the goldsmith. Saint-Martin priced separately itemized his "operations" – tumour opening; dressings; fictions and baths – from nursing and medicine provision. Surgeons included a wide array of items in their invoices, randing from blood-lettings to baths. Most of them could be termed as "operations," in their eighteenth-century meaning of "procedures by which surgeons organized their therapeutic activity," without necessarily cutting into the flesh, a surgeon being an "operateur" under Voltaire's feather.[44] Blood-letting, cauters, dressings, frictions, baths were commonly sold at a price; less common were autopsies. On the series held at the Parc civil, few operations were "major" ones: amputation, stone extraction, anal fistula. Fractures and luxation treatments, foetus deliveries, lancing of abcesses, were more common. Lighter procedures, ranging from blood-letting (arm, foot, neck), vesicatories, dressings, were most frequent. Dressings and embalments implied the use of oinments and medicines, which surgeons sometimes itemized separately. With medicines and orthopaedic devices, like the "truss with slipper of master Petit," surgeons appear to be common retailers of medical goods when they did not manufacture them.[45] Surgeons did prescribe medicines, whose invoice would be drawn by apothecaries. For Duchess of Kingston' embalming, apothecary Pelletier supplied remedies worth over 1000 *livres* at the request of an unspecified surgeon before he brought the heirs to court for payment.[46] In addition to operations and medical supplies, practitioners billed the quality of services, stating time of visits, specific requests, such as "frictions of several hours" which – as the arbitrator stated could have been done by anyone, but by a surgeon, were to be considered as dressings and paid for, as the sick man had wished them to be made by his surgeon."[47]

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[44] Voltaire, Correspondance (Genève: Institut et Musée Voltaire, 1964), p. 2. The modern meaning of cutting was not common before 1825 Stendhal, Racine et Shakspeare II, ou Réponse au manifeste contre le Romantisme prononcé par M. Auger (Paris: Champion, 1925 [1825]), p. 77. According to Frantext, « operation/s » was one of the most common co-occurrences with "surgeon/s" in 18c French literature.
[45] AN, Y1904, arbitration Pujol. vs Ramet, Jan. 25, 1779.
[46] AN, Y 1906, arbitration Pelletier vs. heirs of Duchess of Kingston, Dec. 14, 1789 with "Memoires des drogues fournies pou l'embaumement de Madmae la duchesse de Kinston par Pelletier, Sucesseur de Roüelle apothicaire, rue Jacob".
[47] AN, Y 1 906, arbitration Mallet c. Vilain, 17 mars 1788. See also the request of a parturient for herself and her child to her midwife, ibid., arbitration Drege c. Brosse, 7 fév. 1787.

Distinct from medical products, evidence from the Parc civil suggests that medical practitioners commonly requested payment for their "visits." Visits could be made at night, or in daytime, most usually at the patient's home: visits supposed practitioners' travels; they meant however the examination of the patient's body and the physical and verbal interaction with the patient. One arbitrator indexed a physician's visits on inconvenience and cost of public transport: Étienne Pourfour du Petit, dean of the Paris medicine faculty, priced "isolated visits at 3 livres each, considering the high of rents and necessities; consultations at six livres each, considering the annoyance of the fixed hours and mostly, the rising cost of public coaches; and nights at 24 livres which were the ordinary price."[48] Visits are specifically different from "consultations" which could be made either by surgeons or physicians, who were asked to give their advice on a case. An invoice to perfume-merchant Mr. Dutroullot gives a daily account of a case over the course of three months.[49] The master surgeon Jean-Joseph Suë is called at the bed of Madame Dutroullot whose left hand violently hurt. She received nearly daily visits by Suë or his student; two docteurs-régents of the Paris faculty, de Trussi et de Saigne, were requested to give consultations by the surgeon and the patient's family, on the foot of 12 *livres* each. In surgical cases, consultations by master surgeons were more common. Before the opening of a large tumour of a female master gardener, Baudry, an *élève* of master surgeon Dufouard, requested a consultation, and had the Hôtel-Dieu chief surgeon, Moreau, to give his advice.[50] In case of arbitration, consultants could be requested for testimony, as in the case of Monsieur de Montessuy's fracture: "in order to specifically assess the nature of accidents which could have occurred in the course of the ailment, we have called in our colleague maître Brasdor, who had seen the patient several times in consultation."[51] Contrary to visits, which had a curing signification, consultations only pointed to the brain work by senior practitioners, for which they received payments. Besides consultants, nurses or *garde-malades* appear in invoices as "frais de garde," or actual persons, like surgeon Skiros, chirurgien of the suburbs residing behind the Barrière du Trône, who looked after a patient on behald of master Pujol.[52] In one instance, the nurse was called by arbitrators to give her testimony on the case, which attests of her technical abilities.[53] 18c Paris surgeons display very similar services to Daniel Turner from London[54]. Suppliers of medical goods, surgeons outsourced some of the medical work they requested price for to the "traittants (*curers*), consultans and assistans," according to a complex division of labor.

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[48] AN, Y 1 905, arbitration de Villiers, D. M., c. Gaillard de Beaumanoir, Baron de Beaumanoir, 29 décembre 1784.
[49] AN, Y 1 905, Mémoire pour pansemens, consultations, opérations, visites soins et peines extraordinaires faites à l'épouse de monsieur Dutroullot, m[archan]d parfumeur, rue Montmartre et Tictonne par moi Jean Joseph Suë, professeur en chirurgie, ancien chirurgien major de l'Hôpital de la Charité, &c. &c. à commencer du 6 octobre 1785 jusqu'au 7 janvier 1786
[50] AN, Y 1 904, « Mémoire des opérations et pansemnes faites par moy Jean Baudry de Buhac, élève de M. Dufouard, m[aî]tre en chirurgie et chirurgien du régiment des gardes françoises, compagnie Dhalot, à la d[ame] v[euv]e Bauvier, maîtresse jardinière euriste dans sa dernière maladie à commencer du 13 février 1772 jusque et compris le 12 may 1773 ». The absence of his master in the treatment remains to be accounted for.
[51] AN, Y 1 906, arbitration Delarue c. monsieur de Montessuy, 5 novembre 1788.
[52] AN, Y 1904, arbitration Pujol vs. Ramet, Jan. 25, 1779.
[53] AN, Y 1 905, arbitration Naury et Lemaître c. héritiers Gerboeuf par Maugras, 15 novembre 1786. Lemaître had given twenty consultations on the case, evaluated at 6 livres each by Maugras.
[54] Wilson, Surgery, Skin and Syphilis: 44-8 et passim.

Before death, at a different time of life-cycle, the surgical trade was prominent in the supply of medical services in numbers as well as in value. Like their English counterparts, surgeons supplied with medicines, orthopaedic devices and coordinated labour. In Paris litigations, there is substantial evidence that surgeons accommodated patients and employed assistants and nurses, although one élève claimed payment for himself ar the Parc civil[55]. Apart from consultation, labour costs might have been hidden in compound services: Delaporte rejected Didier's claims for two items, "considering that they are not legally due and because they are purely voluntary".[56] Their role may explain why, in our Marseilles accounts, surgeons whose presence is similar to apothecaries, may well redistribute part of the sums they claim (mean of 180 *livres*/patient) to apothecaries (35 *livres*/patient), when physicians a third less present can only claim 50 *livres* on average. Similarly, in rural Perche, studied by Stéphanie Tésio, surgeons outnumbered physicians, while hardly any apothecary was mentioned in inventories, except when the patient resided in towns (Argentan or Mortagne): surgeons generally supplied rural patients with drugs.[57] Yet the trade of drugs, as urban arbitrators repeatedly warned, was not officially legal, as only apothecaries could officially claim payments for. In practice, arbitrators suggested surgical parties to have a separate claim for drugs, although very often they did account higher prices for special dressings or oinments. Surgeons' high fees are likely to represent the complex supply and labour behind "medical fees" before death.

4. The just price for services

If medical services were to be paid, their pricing implied a definition of justice, difficult to establish and easily contested. As prévôt des marchands Le Febvre de Caumartin wrote to his solicitor:
It is awful that vesicatories my wife was obliged to have on her arm because of her poor health rewarded this surgeon [Cervenon] 6 livres a day: that similar treat to her housemaid yielded him 2 livres a day; that a blow on my lackey's head yielded him 45 livres; a clap to my son's lackey 300 livres; a 3-year old child's autopsy 150 livres; a strain of my butler 105 livres; an indigestion from which I suffered one night and for which I took 5 or 6 cups of tea 18 livres […] and so on scandalously in every detail. I confess that I look forward to see his bills from 20 Aug. 1786 to see if they are similar to the previous ones; his trade might not render him justice."[58] Justice was claimed by clients and practitioners alike, as expressed in the slow change of vocabulary. In the 18c, surgeons privileged "salary" (*salaire*) which existed for lawyers until 1650. *Honoraires* or fees existed for physicians, probably in the footpath of the legal profession, for which the new wording could be understood as embodying new relationships between professionals and clients. Yet, they continued to be understood as "work reward" or a "just remuneration"; in 1715, Fryot de la Marche argued that *honoraires* resembled more to gratification than debt payment. By the end of 18c, theoreticians compared it to a "present" (Camus) or a "voluntary tribute" (Duvergier, Lecurel), in reference to the generosity of ancient orators and by abiding to the defense of quota litis or

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55 AN, Y 1 904, arbitration Baudry c. héritiers Bauvier, 17 mars 1774.
56 AN, Y 1 905, arbitration Didier 2e c. héritiers d'Houchin, 28 décembre 1783.
57 Stéphanie Tesio, « Les dettes pour frais médicaux parmi les populations du Perche et du gouvernement de Québec, 1690-1780 », Annales de Normandie, 57e année n°3-4, 2007. pp. 259-292.
58 AdP, DC6 17, dossier 996, pièce 6 : Procuration de Le Febvre de Caumartin, prévôt des marchands de la ville de Paris, à maître Foulon, 15 juin 1791.

share the trial's outcome benefits.[59] Whatever the conception attached to medical payments, their determination was by no means a mechanical estimation, but resulted from different operations, ranging from invoicing to litigation enforcement.

Civil litigation represented the future horizon of medical transaction, shaped in the first instance by by bills. Loose pieces of paper kept in private archives or legal records, invoices materialized the financial value of services and goods medical practitioners gave to their clients. Invoices were drawn from practitioners' account books. Surgeons and apothecaries used ledgers, which were commonly produred into civil law courts, in which visits, dressings and material supplies were noted. The ledgers were well known from 18c clients.[60] In one cause célèbre, the self-presumed daughter of duke of Choiseul provided proof of her legitimate birth by requesting the ledger of the deceased surgeon who had delivered her mother from his practising son.[61] Although few survive, records suggest two accounting methods. In the papers of Jean Magnon, master surgeon of Saint-Cloud who died in 1772, the notary had found a

> "ledger covered with parchment in which the deceased Sr. Magnon daily inscribed the dressings and medications he had done, [entitled] Ledger of two hundred pages to be used by me, Jean Magnon &c. and ending at the three-fourth of the145th leaf by an entry of May 6 under the name of Sieur Delapuissiere, most of the entries being crossed out and […] the remaining being blank."[62]

Jean Magnon daily wrote the name of his clients, alongside the medical goods supplied and services rendered. Like Jean Magnon's, most ledgers reflected the daily activity of surgeons or pharmacists. In the arbitration between surgeon Roussarie and wine merchant Chagot the elder, in January 1765, Nicolas-Pierre Deleurye had careful read through the ledger from which the invoice was drawn and he found eighteen more *visites* which he then added to the final sum.[63] In the 1782 arbitration between Vercureur and Le Long, the apothecary provided the arbitrators with his "credit sale ledger or journal – *livre de vente au credit ou journal* – with two pieces of paper giving notice of the medicines' formulas."[64] Other accounting practices existed however. Mallet provided his arbitrators with a "small ledger countaining differents invoices of medicine, surgery and pharmacy, and notably on the 30th page, one for the d[am]e Freink, residing rue des Petits Augustins at Paris, hôtel de Vendôme, which invoice, starting on June 14, 1788, stated the consultations, visits, fumigations and supply of medicines and plants, and the sums paid by Mallet on behalf of dame Freink."[65] Surgeons' and pharmacists' credit ledgers were not so different from those of bakers', although the

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[59] Hervé Leuwers, L'invention du barreau français, 1660 1830. La construction nationale d'un groupe professionnel (Paris: Éditions des Hautes Études en Sciences Sociales, 2006): 195.

[60] Brockliss & Jones, Medical World, 611-1; Edna Hindie Lemay, "'Thomas Hérier. A Country Surgeon outside Angoulême at the End of the Eighteenth Century. A Contribution to Social History', Journal of Social History, 10 (1976-1977), p. 524-37.

[61] François Gayot de Pitaval, François, Causes célèbres et intéressantes : avec les jugements qui les ont décidées (1775). Amsterdam : Bassompierre, Libraire, 1775, p. 278.

[62] AN, MC, Ét. XLIV, 503, 22 October, 1772, cote 7 of the papers.

[63] AN, Y 1 902, arbitration Roussarie c. Chagot l'aîné, 14 janvier 1765/

[64] AN, Y 1 905, arbitration Vercureur c. Le Long, 19 mars 1782

[65] AN, Y 1 905, arbitration Mallet c. sr et de Freinck, 5 décembre 1789.

later had more diversified way to inscribe their clients' bonds.[66] In Mallet's case, a different accounting practice may denote a wealthier, fairly smaller but more demanding clientele. Ledgers materialized services and the relation of credit which obliged practitioners' clients. The ledgers clearly helped practitioners to keep track of their clients' services. The pricing of services was yet a different operation, which resulted from the drawing of invoices.

Invoices and their set up were critical in justifying the price of a treatment. As a discourse of justification, they represented the means by which practitioners and clients would agree on the financial value of their medical services. Arguably, it had to be acknowledged, agreed upon, unless it was contested, or in some instances, amended in court where expert arbitrators could justify at length. Although it was deemed critical in the drawing of just prices, arbitration was only one stage in the Parc civil procedure, made at the request of Lieutenant civil. The judge sometimes arbitrated himself, before the case was brought to an expert arbitrator.[67] He could follow clients' request of arbitration to stop litigation. He could follow clients' request of arbitration to stop litigation, request pricing for part of invoices or ask whether the patient was cured.[68]
As Ferrand, First surgeon of the Hôtel-Dieu, in his report of Aug. 23, 1784:

> Who could justly appreciate, exactly determined the price of care which give health back, life often when they are crowned with success? Mercenary occupations have their tariffs by which their works and labours can be estimated. It is not the case with the art of curing: the care, the important services citizens receive ought to be by nature independent from opinion and superior to the fee by which one think to reward them. Every fee must be function to nature of ailment, duration of care, efficiency of advice and wealth status of the people one has thought to be useful to.[69]

Tarriffs or trade tarifications did not exist in France for medical services, or even drugs, contrary to Utrecht for surgical operations or Venice or Rome for drugs; nor did quotes or estimates, which was the case of major public works, then abiding by what the client – the monarchy or the city – was ready to pay.[70] In case of medical services, the use value, arguably, was much superior to their exchange value or their price, when commodified, because surgeons contributed to restore good health or lives of their patients.

Pricing – and even more so, just pricing – relied accordingly on different criteria, among which Ferrand listed nature of the ailment, duration of care, efficacy of advice and wealth of the client. Evidence gathered from individual mémoires, arbitrations from Parc Civil du Châtelet; and legal documents allows some investigation into the pricing of 18c surgical services. What is manifest, indeed, is the importance of status or wealth in the fixing of price, at the level of individual operations and that of overall invoices. Although no tariffs existed, there is substantial evidence for a "small surgery market," not so different from what existed in Bologna.[71] For simple operations – blood-lettings, dressings, visits or consultations – a

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[66] Steven L. Kaplan, Le meilleur pain du monde : les boulangers de Paris au XVIIIe siècle (Paris: Fayard, 1996): 159 sq.
[67] AN, Y 1 904, arbitration Delamalle c. dame Migé, 14 octobre 1774.
[68] AN, Y 1 902, arbitration Daboval c. héritiers Bourdier, 10 novembre 1761 ; AN, Y 1 902, arbitration Galin c. dame Descarrières, 17 septembre 1763 ; AN, Y 1 903, arbitration Tiphaine c. Groslin, 25 octobre 1771.
[69] AN, Y 1 905, arbitration Fossiat c. sieur et dame Sauveur, Aug. 23, 1784.
[70] Cook, Matters of Exchange ; Boumediene, unpublished ; de Vivo.
[71] Pomata, La promessa: 90.

price series existed. Visits like blood-lettings amounted to around 1 *livre*; consultations were charged between 6 and 12 livres. The price for more difficult operations, which engaged post-care, like fractures or ulcers, were charged with much more flexibility. The price series, however, clearly depended on the patient's status: individual invoice categories and arbitrators' remarks converged in their scrupulous attention to social status, which partly matched patients' wealth. Girard invoiced differently arm or foot blood-lettings, the second one deemed more complex; he majored prices for the visits to the publisher Le Prieur and his wife at 30 *sols* (1.5 *livres*) to be compared to the visit to their female servant and a "d.elle foyé" at 1 *livre*; arm blood-letting to Madame Le Prieur (2 livres) and to the coachman (1.5 livres).[72] At the military school run by abbé Choquart, barrier Saint-Dominique, arbitrators show extreme sensitivity to social status and set up the price list: for abbé Chocart blood-letting (1.5 livres) and visit (1 livre); for the private tutor blood-lettings 1.25 *livres*) and visits (0.75 *livres*); blood-letting for kitchen servants (0.6 livres). For compound invoices, arbitrators paid close attention to the patient's capacity. It is the case for the few lower class patients included in the Parc Civil, mentioning "état" (social status) or "faculté" (wealth) of the patient. "Considering the status of Dame Genies", maître Bauve, who initially requested 3000 livres, a "just amount in numerous cases," must be contented with 180 *livres*[73]. "According to the nature of the ailment, the type of dressing it required, the working statut of sieur Billeust [lace-maker and trader] and notably the expenses he made to achieve his cure, [the arbitrators] estimated that maître Bonnaud could be allowed only 374 livres, when pricing the dressing at 2 livres (40 sols).[74] Two different estimations on behalf of a book trade journeyman invited comments upon the "little faculty of the worker," although arbitrators were divided on the very necessity of lengthy treatment.[75] The high technicity of treatment was, on the other hand, put forward to enforce consideration to the "quality and dignity of the patient."[76] In London, the very same considerations are to be found in practitioners' testimonies at King's Bench: in a case of cancer, one Middleton, who had consulted a patient suffering from a terrible breast cancer, acknowledged that the operation had been well conducted and the requested payment was reasonable, in accordance with the means the patient seemed to have.[77]The economic principle of taxing according to the patient's means is in line with what the man-widwife Pierre Robin from Reims. For the year 1775, Laurence Brockliss and Colin Jones have established that a majority of his 174 patients have paid 9 livres or less, 22 being charged nothing; while well-to-dos, like the clockmaker Vauthier and the perruke-maker Gonel.[78] Although additional criteria were to be found both in itemization and arbitrators' justification, price distribution reflected social stratification. Thorough knowledge of clients' means, which was deciphered from visits to home by

[72] AN, T 1153/ 2.
[73] AN, Y 1 906, March 12, 1790.
[74] AN, Y 1 905, arbitration Bonnaud c. Billeust, 10 août 1782. A second arbitrator, whose report has been lost, priced every dressing at 56 *sols*. The third arbitrator offers a middle ground.
[75] AN, Y 1 904, arbitration Goursaud c. Camus by Deleurye ; idem, by Delaporte, 12 juillet 1774.
[76] Dans ce cas, 915 livres sont du[e]s tant pour les opérations, ouverture du corps et embeaumement [que pour] la nature et complication des pansemens pour des [e]scarres gangreneuses survenuës aux deux jambes, qui exigent du temps et de l'attention, sans comprendre celles qu'exigeoit les dignité et qualité du malade (AN, Y 1 905, arbitration Viany c. comte et comtesse d'Hourville, 8 mai 1781.
[77] Notes de Lord Mans eld, 474 nb 193, Middlesex, William Bromfield, Esq. vs. John Wilson, 2 June 1772, cité in Oldham, The Mansfield Manuscripts, vol. 1, p. 304-5. 201. Crawford makes a similar analysis in "Eighteenth-Century Patients' Rights' , p. 385 6.
[78] Laurence Brockliss & Colin Jones, The Medical World of Early Modern France (Oxford: Clarendon Press, 1997), p. 611-2.

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practitioners or arbitrators, might explain why the social and economic scale mattered so much in the fixing of price, for which physicians were considered an outstanding exception in the economics of services.[79]

Arbitrators summoned other criteria to justify the pricing of services. Correct diagnosis mattered, in the sense that it organised treatment. In the case of a diagnosed fracture which was fully cured in 28 days, arbitrator Deleurye only accepted the first dressing (premier appareil) to Capus.[80] *Impéritie* that is perilous treatment for lack of competence was rarely invoked in the Parc civil arbitrations, unless negatively, to justify unhappy consequences of venereal treatment for instance.[81] Arbitrator Sue did not have words strong enough to qualify Mallet's contract with widow Janson about the cure of her ulcerated leg. The convention of treating and curing for a fixed price of 144 *livres* "brought dishonour onto art and the contractant", all the more because the ulcer could not be treated radically, but only palliatively; which his last visit on Jan. 5, 1787, confirmed. Accordingly he suggested cancelling the said agreement.[82] Sue's comments must be taken with caution: he does not repel the convention as such, than the actual diagnostic and course of treatment forplanned by Mallet. In his discussion, only radical cures could authorize contracts or bargains – but the possible overlap with palliative would invite practitioners to be cautious. Both the arbitrator's statement and the current invoicing practices in Paris show similarities with what Gianna Pomata had analyzed for Bologna and Catherine Crawford for London. Although no assumption could be made about previous practices, surgeons understood they were requested payment for a course of care provision and not a cure.[83] Even in widow Janson's case, Mallet was shrewd enough to charge for the promise, as well as the various dressings he made, conforming to the general custom of defining the cure value by itemization and capacity of payment.
One major criterium could have been the status of the practitioner which could have charged more if he were master or privileged surgeon. In addition to niches, such as what surgeon Mallet benefitted from wealthy patients to which he provided frictions and fumigations, some indication of market segments can be derived by the distribution of estimations at the Parc civil: all the surgeons who requested payment over 1000 livres were master surgeons. Before the 1743 reformn the procureur général Joly de Fleury expressed concerned that if every master surgeon was to acquire a university degree, there would be a shortage of surgeons in areas – like Faubourg Saint-Antoine – where the people expected to pay 5 sols a blood-letting.Matching between client's paying capacity and practitioners' expectations constituted a major factor in defining medical services' price. In these transactions, the Paris surgeons, as a trade, showed advantages over physicians or

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[79] Kenneth J. Arrow, "Uncertainty and the Welfare Econoimcs of Medical Care", American Economic Review LIII (1963), 144; Dennis W. Carlton & Jeffrey M. Perloff, Modern Industrial Organization, 4th ed. (Boston : Pearson, 2005), p. 295 et 301.
[80] AN, Y 1 905, arbitration Capus c. Seveste, 23 avril 1785. On impéritie, see Céline Pauthier, L'Exercice illegal de la médecine (1673-1793). Entre défaut de droit et manière de soigner (Paris: Glyphe & Biothem Éditions, 2002),
[81] AN, Y 1 905, arbitration Piet c. Renard, 8 décembre 1781. On impéritie, see
[82] AN, Y 1 906, arbitration Mallet c. veuve Janson, 5 janvier 1787.
[83] . Gianna Pomata, La promessa di guarigione : malati e curatori in antico regime : Bologna, xvi-xvi secolo (Roma: Laterza, 1994); Catherine Crawford, 'Eighteenth-Century Patients'Rights and the Law of Contract', Social History of Medicine 13 (2000); Margaret Pelling, Medical Conflicts in Early Modern London. Patronage, Physicians, and Irregular Practitioners, 1550–1640 (Oxford: Oxford University Press, 2003), chap. 4.

apothecaries, as they deployed increased hierarchy. The guild executives made no different answer to Joly de Fleury: implicitly acknowledging that their new educated status would increase surgeons' fees, they suggested that the bottom end of the market would be covered by lesser-demanding practitioners: *privilégié* surgeons, who paid a rent to master surgeons' widows, practised the *petite chirurgie*, young masters, who had to build their reputation and the numerous élèves who had come to Paris to learn the surgical art, would take care of the menu peuple, while the elder masters had always taken pride in assisting the poor, "even without payment," would make up for the increased education request to become a master.This understanding by guild masters matches with urban settlement of practitioners. The price of medical fees might contradict a rarity model: the more the practitioners, the bigger the size of their marketshare.

5. Elements of conclusion

At the end of this survey into medical fees of 18c France, a few partial conclusions might be drawn. If a revolution happened in the consumption of medical services, it is likely that it had been prior to the new regime set up in 18c, during which medicine had been deemed specific in the legal practices of medicine. The question posed by Ian Mortimer has yet to be answered about when the belief in medical care became a common faith. Individuals' payments for medical services – which were under scrutiny – were less of a free individual per se: rather they defined consumption by small groups – small or large households, congregations, which in turn include a wide array of social categories, at least when employed by households. The paying capacity of the household less determined its capacity to access individual practitioners' services than their levels. Arbitrations enforced the rationale behind medical fees: in addition to offering justication with itemization of supplies, operations and visits, most likely a proxy for spent time, the relative scale of prices for small therapeutic acts is likely to have matched prices for more time-consuming treatments. Quite specific in the early-modern economy of obligation, medical fees benefitted from some protection by local and national debt law since 17c. Practitioners nevertheless deployed imaginative solutions to secure payments from households and groups, from partial payments and subscriptions to litigations – with the kind help of diverse officers of the French legal administration, such as the commissaires. Among the trades which supplied for medical services and products, surgeons, with their internal hierarchy and their central role in the distribution of drugs, devices and services, might well have covered a large share of the medical market, reinforced again by their collective investment into public provision of medicine (charities and hospitals).
These conclusions are yet to be carefully qualified, first when drug-suppliers and apothecaries on the one hand and physicians on the other are concerned, for which my documentation is yet not sufficient. In addition, it is likely that any conclusions about medical provision at urban level must be grasped within the larger provision of medical care, by charities, hospitals, parishes, etc. for which subsidiary payments may have happened by legacies, however small. Contrary to East Kent, where individuals and parishes heavily relied on individual practitioners, French towns are likely to have made use of medical institutions. In that sense, the study of supply and density may yield further results about medical consumption.

----- Draft for Medical consumption workshop: comments welcome! -----

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Table 1: Parc civil arbitrations for medical services

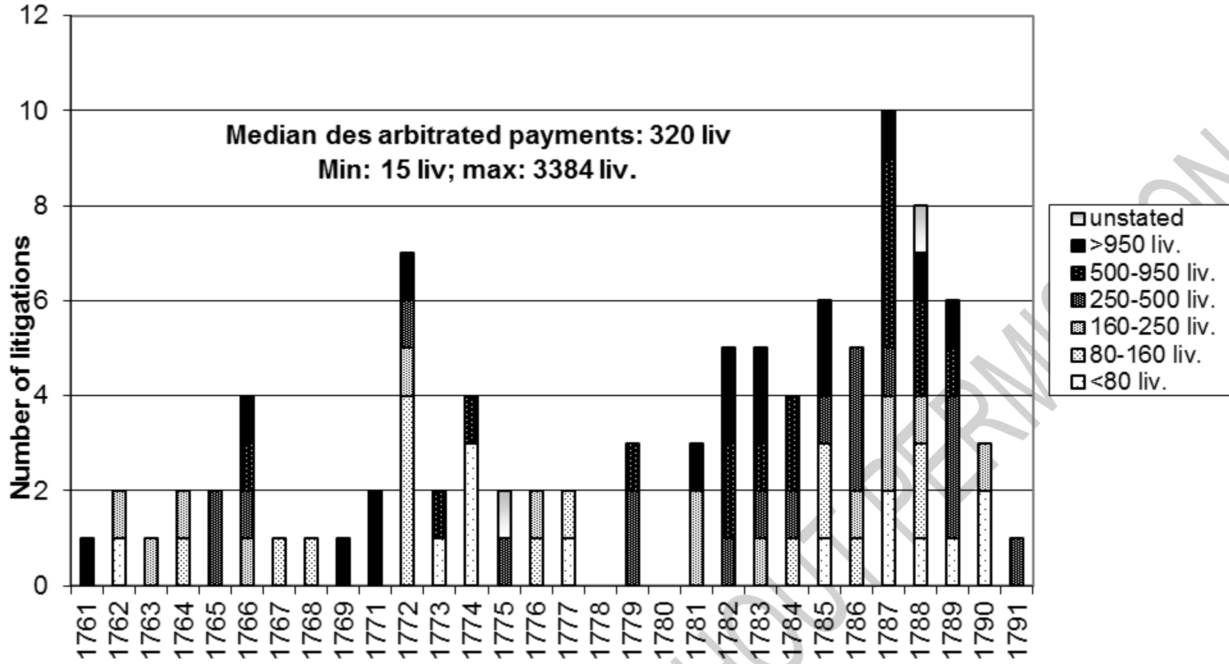
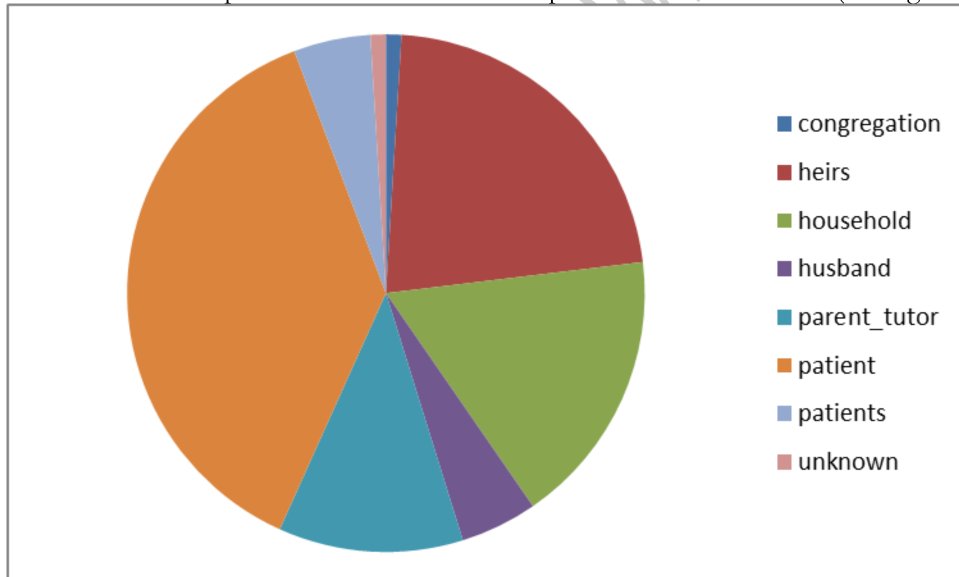


Table 2: relationship from debtors to actual recipient of medical services (96 litigations)



WITHOUT PERMISSION