American optical manufacturers and wholesalers and also naming as defendants 75 individual oculists as representative of some 3,000 ocuplists as a class throughout the United States. These are commonly known as the optical rebate cases. The government's evidence revealed that the 75 named doctor defendants garnered some $783,000 from the defendant companies in a single year. It was never determined what the total take of all 3,000 doctor defendants amounted to but, assuming that on the average they fared equally well as the 75 named defendants, it would have amounted to more than $30,000,000 a year out of the pocketbooks of the American public.

Although these cases were terminated by a judgment in 1946, the threat of optical rebating, in new and more subtle forms, remains a threat today not only in medicine but also optometry, and we commend the author of this bill for including Sec. 8(a)(7) which makes it unlawful for the doctor writing the prescription, "to receive any part of the sum paid or other valuable considerations paid by such person to a third person for filling such prescription; or for such third person to pay the person writing a prescription any part of the sum paid or other valuable considerations received by such third person for the filling of such prescription."

While optical rebates and kickbacks must be guarded against, they never became a widespread technique in optometry. With the filing of the optical rebate cases the commercial optical interests looked around for a safer and cheaper way to keep sales booming. They found it. By this time optometry was emerging as a leader in the field of visual care. Each year there were more and more optometrists licensed, and they were seeing more and more patients. However, as the optical merchants soon discovered, unlike state laws regulating medicine, the optometry laws in most of the states were weak and untried. The profession of optometry was not as powerfully organized as medicine and didn't have the control over its members such as the medical associations exercised over physicians. They didn't need to rebate anything to the optometrists. They could control them.

In many states they could form corporations and hire optometrists to turn out prescriptions as fast as they wanted them to. Or, they could find them a puppet optometrist, set him up in practice under an assumed name, open up as many offices as they wanted, have their puppet doctor hire other optometrists to staff the other offices and establish a chain optical operation. Also, through subterfuge lease and lease back arrangements they could legally set optometrists up along the aisles of department or jewelry stores and operate "optical departments" just like the home appliances department. Under the weak laws prevailing at the time and without any regulations to stop them, some optometrists without regard for the standards and ethics of their profession, set up such commercial operations and became known as commercial optometrists to distinguish them from their professional brethern who were unwilling to abandon their professional ethics or their patients to enter the competition for commercial sales of optical products.

But the real bonanza for the commercial operators lay in the lack of enforceable restrictions in most of the early optometry laws on soliciting patients by all forms of advertising. Under the rebate-kickback arrangement with the medical doctors, getting the patient to the doctor for glasses was relatively slow since most of the state medical practice acts took a dim view of medical doctors stimulating their practice by advertising. This was, of course, based on the "old fashioned" theory that those suffering from disease or illness would fare best at the hands of doctors who must stand or fall on the merits of their services and build their practices on the recommendations of satisfied patients, rather than prospering from suffering humanity lured to their offices by baseless promises, exaggerated claims and selflaudatory advertising. This has been well put by one of our State Supreme Courts in these words:

" * * * it is not likely that a physician would hire an agent to drum up patients for him, only to say to them: 'Go thy way: thou dost not need a physician.' A physician who has secured a patient by means of a hired agent has paid a certain sum to obtain his patient, and is under a strong temptation to put him through a course of treatment, whether he needs it or not, in order to get him money back and make a profit on his investment. And therein lies a danger to the public from such a practice. * * *." *Thompson* v. *Van Lear*, 92 S.W. 773, 775 (Ark. 1906)

Unrestrained by such limitations in most of the optometry laws of that day, the commercial optical interests had a field day. No longer need they wait for the potential patient-customers to decide they needed glasses. Get them to the optometrist by constantly reminding them in newspaper ads, on the radio and