

Legal Matters.

A MATERNITY NURSE'S FEES.

Miss Margaret Wysom, a maternity nurse, of 9, Ouseley Road, Wandsworth Common, recently recovered seven guineas, nursing fees, in the Wandsworth County Court, from Mr. E. L. Holland, The Knoll, Herondale Avenue, Wandsworth Common, as compensation for a broken agreement. Miss Wysom, in her evidence, stated that she was engaged to hold herself in readiness to go to Mrs. Holland on July 15th for a month, but not being summoned during the first fortnight called upon Mrs. Holland and agreed to accept half fees for that fortnight. She sent her luggage to the house, but it was returned without any communication within three weeks. Finally, Mr. Holland denied liability. Judge Harrington held that the engagement was made and had been broken, and awarded the plaintiff seven guineas.

We cannot too strongly emphasise the point so frequently insisted on in these columns, that a nurse should have her contract with the patient in writing.

AN IMPORTANT JUDGMENT.

An important judgment of considerable interest to the nursing profession, as affecting the contracts entered into by them with Nursing Homes, was given by His Honour Judge Gye at the Portsmouth County Court last week in the following case. Miss Annie Tillet, proprietress of the Nightingale Nursing Home, Osborne Road, Southsea, sought to obtain an injunction against Nurse Headley, who had been discharged from her service, to prevent her carrying on her profession of nurse within a distance of twenty miles of the Home, according to an agreement alleged to have been entered into by the defendant when she took service at the Home.

The defendant joined the nursing staff of the Home on April 23rd, and was summarily dismissed on May 23rd with a month's pay. It was urged for the defence that the plaintiff's dismissal of her without notice had put an end to the contract.

In giving judgment His Honour said the case was one of great interest and importance to the nursing profession, and at the same time raised a very difficult question at law.

The nurse's agreement with the Home detailed various provisions as to what the nurse should do in and outside the Home during her period of engagement, and the meals she was entitled to in the Home.

As to the termination of the engagement, according to the agreement if the defendant had been guilty of grave negligence, gross incompetence, or serious misconduct, the plaintiff would be entitled to dismiss her summarily. It was not contended that the defendant had been guilty of any such conduct, or that there had been any ground for summary dismissal, so that the only way by which the defendant could be rightly dismissed was by giving her a month's notice. In domestic service a servant could only claim a month's wages, without

board and lodging, in lieu of notice, but this did not apply to the present case, as the agreement was in writing and quite clear. His Honour held that there had been a breach of the agreement by the plaintiff, and that it was therefore absolutely terminated, and the defendant no longer bound by it. He gave judgment for the defendant, with costs on the higher scale.

LECTURES.

A Course of Lectures on Babies is being delivered in the Lecture Theatre of the Infants' Hospital, Vincent Square, S.W., by Dr. Ralph Vincent, on Tuesdays, at 5 p.m., the first having been given last Tuesday, as under:—

Tuesday, November 10th.—Introductory lecture, "The Form and Expression of Disease in Infancy."

Tuesday, November 17th.—"Gastritis; Pyloric Stenosis."

Tuesday, November 24th.—"Enteritis. Ileocolitis."

Tuesday, December 1st.—"Wasting Babies."

Tuesday, December 8th.—"Scorbutus."

Tuesday, December 15th.—"Rachitis."

The lectures will deal chiefly with the principles of diagnosis and treatment as illustrated by infants treated in the hospital. Tickets for the whole course, 5s. For a single lecture, 2s. To be obtained of the Secretary. Those who have attended the previous courses of lectures at this hospital will welcome the announcement of a further series.

EXAMINATIONS.

At the recent examination of probationers at the Kingston Union Infirmary, by Dr. James Cantlie, the following probationers were successful in satisfying the examiner and gaining their certificates:—Miss E. E. Lloyd, Miss M. H. Young, Miss McCarthy, and Miss S. E. Turner.

RESIGNATION.

The resignation of Miss M. E. Jones, Matron of the General Hospital, Birmingham, creates a vacancy in the Matronship of one of the most important provincial hospitals. Miss Jones has done excellent work at Birmingham, having been appointed Matron when the present fine hospital was opened, and the nurses trained by her are of good standing in their profession. For further information as to the post we refer our readers to our advertisement columns.

THE PASSING BELL.

Great regret is felt at the Camberwell Infirmary at the news, by cable, of the death of Miss Elsie P. Turner, of the Mission Hospital, Ludhiana, India. Miss Turner was trained at the Camberwell Infirmary, where she subsequently held the positions of Sister and Night Sister. Another member of the staff, Miss Hawkins, has recently gone out to join Miss Turner.

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