

evil is entirely in the hands of the doctors themselves, and when they combine to help us to obtain the systematic training, public examination, and legal registration which is our due—then, and then only, will the evils of the *Nurse à la Mode* be a thing of the past.

Lady Priestley's suggestion that the ranks of the inefficient should be still further augmented by women with "a minimum training"—whose fee should be a guinea a week—would inevitably tend, in our opinion, to augment the present evils. What we want in the Nursing ranks for the real good of the whole community, is a higher quality of Nurse, not a greater quantity of Nurses, and that the middle-class public should be able to obtain the services of really efficient Nurses by co-operative means, and should not be compelled by lack of funds to employ a cheap and shoddy makeshift.

Our Foreign Letter.

[FROM JOHANNESBURG, SOUTH AFRICA.]

THE Hospital world here has been convulsed over the legal proceedings of the Johannesburg Hospital Board against three late members of the Nursing staff, and feeling has run high on the question. I quote the following report from the *Johannesburg Star*, as it gives your readers a much better account of the case than I can. We Nurses do not approve of breach of contract, but we are of opinion that the internal administration of the Hospital is on a wrong footing. Dr. Van Niekerk has too much personal authority over the Nurses, and those who come from London, after working under the discipline of a Training School, resent this difference. His position is more that of a Medical Superintendent under the Poor Law at home, but no doubt things will right themselves in time.

"UITLANDER."

"HOSPITAL NURSES."

The Second Judicial Commissioner, Mr. A. R. Fleischack, on Tuesday heard three cases in which Mr. J. L. van der Merwe, Mining Commissioner, in his capacity as Chairman of the Hospital Board, sued Sophia Ann Hollis, Elizabeth Tobias, and Mary Ann King for £100 damages for breach of contract. The test case taken was that against Sophia Ann Hollis.

Mr. H. R. Orpen appeared for the plaintiff; and Messrs. W. J. Hiscock (Solomon and Thomson), Max Nathan (Nathan and De Beer), and R. Kuranda for the defendants.

Certain exceptions were raised to the summons on the following grounds: 1. Non-qualification of the plaintiff. 2. The contract being null and void, as it had been signed by only one party to the agreement. 3. According to law, all written agreements entered into in other countries should be signed over again here in presence of the special Landrost, and this had not been done in the present case.

After evidence had been led on these points,

The Court gave judgment on the exceptions as follows: (1) The Johannesburg Hospital is not the same as an unregistered company or church congregation. There are no shareholders in the property of the Hos-

pital. Voluntary subscriptions contributed by the public convey no share in the concern. (2 and 3) With regard to the second and third exceptions, the Court was of opinion that the contract had not been signed through the obstinacy or the negligence of the defendants. The exceptions were accordingly dismissed.

The plea entered for the defence was one of misrepresentation; that the defendants were here called upon to perform other work than they had agreed to do in England. Under the alleged misrepresentation were included the facts that the Nurses were to have a proper room, were to get good food to eat, that they should only work certain hours of the day and night, and that they should have the right to go out on certain days. This, it was alleged, had not been fulfilled, wherefore the contract was broken. Further, if the Court was of opinion that damages should be paid by the defendants, they should only be called upon to pay such damages as the plaintiffs had actually sustained.

Sophia Anne Hollis stated that she was in Johannesburg since the end of January, 1896. She had formerly been at St. George's Hospital, London. She became acquainted with Dr. Van Niekerk through Miss Hicks, who was employed by the doctor. Before signing the contract she had a conversation with Van Niekerk, and asked him if she would have the same accommodation and conveniences as she had in the London Hospital. The reply was in the affirmative. Each was to have a separate room, the working hours were to be the same as in London, she was to be entitled to one month's holiday every year, and one day "off" in every month. She was to receive the same treatment as that she received in the London Hospital. She did not ask for furniture. Her room was to contain a bed, a looking-glass, a box, and other furniture. They were to have the same food as they got in London. On their arrival they took a small cottage, and had to walk one and a half miles to the Hospital. She got no room to herself. She got a bed and a chair, but no clothes-chest nor mirror. The room was miserably furnished. There was no key to the door. One morning she woke up to find a native in her bedroom. She complained that the work was very hard. They worked through the night from nine o'clock to half-past seven on the following morning. They worked the same time in London, but had not so much work to do. She did not get her time "off." The food was not good, and sufficient time for meals was not allowed. The Nurses were too few in number.

By Mr. Orpen: She saw Dr. Van Niekerk in November, 1895, and read the contract before signing it. She complained to the Board. Her passage-money was paid in accordance with the contract. She worked from January to October 1, 1896, and was paid her salary up to that date.

Helena Rebecca Butler said that she was a trained Nurse, with ten years' experience. She came out with the defendant. She knew Dr. Van Niekerk, whom she saw alone. The treatment here was not as good as that in London. The Board here should be ashamed of themselves. She had been in many Hospitals in England. In England they would never dream of

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