

treating the Nurses as they were treated here. The other Nurses were badly treated, and two of them died in consequence of the ill-treatment to which they were subjected in the Hospital. They died of over-work. The witness was Night Superintendent. The Nurses were unable to cope with the quantity of work. There should be twice as many Nurses at the Hospital as there were. In the room occupied by the defendant four Nurses had to sleep. The witness was fully acquainted with the regulations.

By Mr. Orpen: She came out with twenty-six Nurses. The witness was also desirous of breaking her agreement. The natives got better pay than the Nurses. Outside Nurses got £5 5s. a week. She would not leave the Hospital if she were better treated.

Similar evidence was given by other witnesses.

Agnes Omash said that in London Nurses got every consideration, but here the reverse appeared to be the rule. They were not treated here as ladies ought to be treated.

For the plaintiffs,

Emily Young, Matron of the Hospital, said that in London the Nurses had separate rooms, but it would not be convenient to have the same system here. Here they had long rooms, partitioned off into small apartments. The following is a specimen of the bill of fare provided:—"Day Nurses, Mondays: Breakfast, steak; dinner, roast mutton, tarts; supper, cold meat, bread-and-butter pudding. Night Nurses, Mondays: Breakfast (morning), steak, vegetables, bread-and-butter pudding; dinner (night), roast mutton, vegetables, and fruit tart." The food was good enough for any Nurse. They got two hours "off." At first things were in disorder through great pressure of work, but matters improved later on. The Board had nothing to do with the Nurses, who were under the Resident Surgeon.

By the defence: She would not have taken the same room as Miss Hollis. The witness had two rooms. They might manage with more Nurses, as the work was heavy. During the first month nobody had a day off, but it was all right now.

Frank Evans, Secretary to the Hospital, said that it cost £70 11s. 3d. to get each Nurse out. After they got here, some of the Nurses suddenly left, occasioning great inconvenience.

By Mr. Kuranda: Several Nurses had paid back their £100.

The same evidence was tendered in the other cases.

The conditions of the agreement referred to were as follows:—I. The Nurse is hereby engaged by the Hospital Board to and shall forthwith proceed to Johannesburg, and join the Johannesburg Hospital Staff of Nurses for a term of three years, computed from the date of her arrival in Johannesburg. II. The Hospital Board shall pay the passage and railway fare of the Nurse as a first-class passenger to Johannesburg. III. The Hospital Board shall pay the Nurse a salary of £55 a year, payable monthly, to commence from the date of the Nurse's arrival at Johannesburg. The Hospital Board shall also provide the Nurse with a uniform or uniforms, and all necessary washing shall be done at the expense of the Hospital Board. IV. On illness or incapacity, the Nurse may be dismissed, and returned to London as a first-class passenger at the cost of the Hospital Board. V. On quitting the service of the Board, or on dismissal before the expiry of the term of three years, the Nurse shall pay to the Board the sum of £100, not as a penalty, but as the

agreed and liquidated amount of the expense caused to the Hospital Board. VI. At the end of three years the passage of the Nurse, if desired, to London, shall be paid for her by the Board. VII. This agreement shall be signed again by the Nurse before the proper authority immediately on her arrival in Johannesburg.

The following was the judgment of the Court:—

"The Hospital Board sits here in the middle of Africa, surrounded by a large and ever-increasing mine population, so that the capabilities of the Hospital are daily tested to the utmost. In order to provide the most efficient and the best attention and care for the poor patients, who have to make use of the Hospital, the Hospital Board, represented by the plaintiff, takes the greatest trouble, and incurs much expense in the importation of Trained Nurses, who, when they sign a contract in Europe, to come to Johannesburg, must be considered, not only as representing themselves to be Trained Nurses, but also to fulfil their duties, as such, honourably and faithfully for the time stipulated in the contract. For the purpose of carrying out the contract in an honourable manner, and in order that no inconvenience may be caused to the unfortunate patients, through the imagination or notions of any particular attendant, the Board has stipulated in the contract, that in case a Nurse leaves the Hospital or her service suddenly, and without sufficient reasons, within the time fixed in the contract, she shall be bound to pay £100, not as a penalty or fine, but as and by way of liquidated damages. No sufficient reasons have been laid before the Court which, in the opinion of the Court, have justified the defendant in leaving her service in conflict with the terms of her contract. In case any Nurse is of opinion that she is not properly treated, there are other means at her disposal by which the plaintiffs may be compelled to remain within the limits of the contract. In the case of *Peach & Co. v. the Jewish Congregation of Johannesburg*, reported in the official reports of the High Court of the South African Republic (volume I., part IV., page 62), it was in December, 1894, decided by the High Court that the law did not prevent the parties from fixing a certain amount, in case the contract was not faithfully observed, and that it should be by way of damages, and not necessarily be considered as a penalty or fine. The defendant herself states that the plaintiffs have observed all the conditions of the contract produced before the Court. Verbal explanations in conflict with this cannot be accepted in opposition by the Court. The stipulations made by the Board, however, are not so much in its own interest, as in that of the public and of philanthropy. The defendant entered into the contract with open eyes, and if she chose to break it without any sufficient reasons, she must be prepared to suffer the direct consequences of her own acts. Reasons, therefore, exist, in the opinion of this Court, entitling the plaintiff to the sum of £100, as and by way of liquidated damages, as it includes not only the expenses of the voyage from London to Capetown, and of the journey from the latter place to Johannesburg, but also the trouble and inconvenience to which the Board is subjected in the meanwhile, before the services of another Trained Nurse from Europe can be secured. The Court therefore gives judgment for the plaintiff, N.O., for £100, with costs.

The same judgment applies to the two other defendant Nurses.

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