

that the hospital agreed, through its authorized agent, to provide the plaintiff with a skilful, trained and competent nurse for the consideration of 21 dols. a week. It held further that this contract was entirely reasonable, and within the scope of the sister who made it.

An action was brought against the hospital by the plaintiff on the ground of alleged breach of contract. The Court directed that evidence that the person furnished was not a trained nurse, in the sense of being a graduate, and that she had studied in the school for only nine months, whereas the course at the hospital was for two years, was clearly sufficient to carry the case to the jury. It was, therefore, for the jury to say whether, in supplying a careless pupil, of limited experience, the hospital fulfilled its contract obligation to the plaintiff, and if it did not, and injury resulted from the breach of that obligation, to award her adequate compensation for such injury.

The action and its result, more especially as it is a leading case, is of the utmost importance, and one of which the committees of hospitals having paying wards, as well as the proprietors of private nursing homes, should take cognizance. If a patient pays full fees, or if he does not pay full fees, and a contract is entered into to provide him with a trained nurse, without doubt he has right on his side in requiring that such a nurse shall be supplied. Incidentally, we notice that in the present instance the court defined the term "trained nurse," which is frequently so loosely used, and is capable of so many interpretations, to mean a graduate of the training school—a wise and just decision.

For the future, therefore, it behoves institutions, in which paying patients are not nursed exclusively by graduate, or, as they are usually termed in this country, certificated nurses, to be careful what agreement they enter into with their patients, or they will lay themselves open to actions for damages, with the probability that, as in the present case, the jury will uphold the claim. The judgment in the case which we report, should have the effect of raising the standard of nursing in many private nursing institutions, where all sorts and conditions of persons, including even occasionally the cook, are pressed into the service as nurses. It is time that it should be brought home to institutions professing to provide trained nurses, that a trained nurse is a definite quantity, and that the person who pays for her services has the legal right to obtain what he pays for.

Annotations.

THE RE-OPENING OF THE MEDICAL SCHOOLS.

THIS week has seen the re-opening of the medical schools for the new session, inaugurated in most instances by introductory addresses. Specially interesting was that of Mrs. Garrett Anderson, M.D., at the London School of Medicine for Women, at which there was a large attendance. After referring with satisfaction to the new buildings, Mrs. Garrett Anderson said that of recent years the influence of competition had made itself felt in the medical education of women. Thirty years ago no one would teach women medicine. Now there were almost too many schools willing to do so. In making choice of a school, provided that one for women only could be made really good, she was in favour of this rather than of a mixed school. It is satisfactory to hear from so eminent an authority, that in Mrs. Anderson's opinion, a woman of good abilities, good sense, and good character, is sure of being able to maintain herself comfortably by the practice of medicine, if she takes a good degree and has a little capital to start with.

NURSING IN THE UNITED STATES ARMY.

By order of Surgeon-General Sternberg the Army Nurse Corps of the United States Army is an accomplished fact. There will be three classes of nurses—chief nurses, active nurses, and reserve nurses. The nurses may be assigned to duty at any of the Army Hospitals where their services are needed, and they are required to sign an agreement for a year, except in the case of immune nurses of whom this will not be required. The nurses will receive a salary of forty dollars a month when on duty in the United States, and of fifty dollars in the colonies. Chief nurses, over five or more nurses, will receive an additional ten dollars a month, and, over ten or more nurses, an additional twenty-five dollars a month. The Army Nurses will be under the supervision of Dr. Anita Newcombe McGee. We hope, however, that the strongly expressed wish of the American nurses for a Superintendent of Army Nurses of their own profession will receive the attention which it assuredly merits. Only by this means can the greatest efficiency be obtained, and until this measure of justice is granted we scarcely think the Army Nursing Service will be a popular one with American nurses.

[previous page](#)

[next page](#)