was unable to obtain her services. It turned out that two nurses were necessary, and two were supplied, and the operation was performed. After the operation it was discovered that, while the patient was unconscious by reason of the anæsthetic which had been administered to her, one of the nurses had carelessly applied a hot-water b ttle in such a way as to cause the patient a serious burn. In respect of this injury, the patient's husband and herself brought this action against the Association who had supplied the nurses. The question was whether the Association on supplying a nurse became responsible to the patient for any negligence on the part of the nurse. If the Association undertook to nurse the patient, then they would be responsible for any want of skill on the part of the person whom they sent to perform the work of nursing. If, on the other hand, all the Association contracted to do was to supply the patient with a competent nurse, then, if they exercised ordinary care and skill in choosing the nurse, their responsibility was at an end, and they were not responsible for any want of care or skill on the part of the nurse. Now, looking at the rules and regulations, what did they show? There appeared to be no other evidence, except the rules and regulations and the other printed documents to which they had been referred, as to what the Association undertook to do. Did they show an undertaking to nurse or only to supply nurses? The jury had found that the Association undertook to nurse. But in his opinion this was not a question of fact for the jury, but a question of law for the Court on the construction of documents. It seemed to him to be clear, on a consideration of those documents, that the undertaking of the Association was to find and supply nurses as to whom they had taken all possible means to secure that they were properly qualified and efficient. That appeared to him to be the extent of their undertaking. The plaintiffs had called attention to some rules which they said suggested the relation of master and servant between the Association and the nurses. In his opinion, the rules only aimed at securing efficiency on the part of the nurses for the benefit of those to whom they were sent. His Lordship referred at length to the rules and regulations and the other documents. The conclusion at which he arrived was that the Association did not undertake to nurse the patient, but to supply her with a nurse, so far as reasonable care could ensure it, competent to perform the duties of a nurse, who, while she was with the patient, should be under the control and instructions of the medical attendant, and should not, so far as nursing was concerned, be the servant of the Association. It was not necessary to refer to any authorities, but he would quote a few words from the judgments in the case of "Murray *v.* Currie" (L.R., 6 C.P., 24). There the question arose whether stevedores engaged in loading a ship were servants of the owner of the ship. Mr. Justice Willes said:—"In one sense, indeed, they may be said to be agents of the owner; but they are not in any sense his servants. They are not put in his place to do an act which he intended to do for himself." And Mr. Justice Brett said:—"I apprehend it to be a true principle of law that, if I lend my servant to a contractor, who is to have the sole control and superintendence of the work contracted for, the independent contractor is alone liable for any wrongful act done by the servant while so employed. The servant is doing, not my work, but the work of the independent contractor." In the present case the relation of master and servant did not exist so as to make the Association liable for the negligence of the nurse. The appeal would be allowed, and judgment entered for the defendants.

The Lords Justices delivered judgment to the same effect.

The original verdict was set aside, the damages and costs which had been paid to be returned.

We have quoted this case at length from the *Times*, as it is one of enormous importance to the public, and proves that they have absolutely no redress from the most grievous bodily harm occasioned by a nurse. It is, therefore, imperative that they should demand a guarantee of efficiency from the State for trained nurses, as provided in the case of medical men, dentists, chemists, and midwives.

CORONER'S STRONG CONDEMNATION OF UNAUTHORISED HOMES.

Mr. Troutbeck, the Battersea coroner, made some strong observations on Saturday at an inquiry relative to the death of Ellen White, forty-nine, a lunatic, who died in the Wandsworth and Clapham Infirmary after her removal from a Nursing Home, kept by a Mrs. Virginia Mortimer, at 122, Bedford-hill, Balham.

Dr. Joseph Needham, of Clapham Park, said he knew that the home was not certified for the reception of lunatics, but when the deceased was admitted he was not sure that it would have been right to certify her as insane. "One does not rush into filling up lunacy certificates in these days," he added.

Mrs. Virginia Mortimer, examined by the coroner, said that she took in patients—invalids—people who required care and attention.

Have you been trained in lunacy?—Oh, dear, no.

Nor as a nurse?—No, but I have had a lot of experience.

Mrs. Mortimer said that the first night the deceased spent in the home she yelled and screamed to such an extent that witness told Dr. Needham that if he could not give her something to quiet her he must remove her. After that the deceased had a sleeping draught nearly every night.

The witness added that they were always hoping that the deceased would get better.

previous page next page