

Legal Matters.

A BREACH OF CONTRACT.

At the Dorking County Court recently his Honor Judge Scully heard an application by the Dorking Benefit Nursing Association to restrain Nurse Selley formerly in the employ of the Association, from acting in contravention of a covenant in an agreement which she entered into with the Association in September, 1902. There was also a claim for 8s., commission due to the Association.

THE CASE FOR THE PLAINTIFF.

Mr. St. Gerrans stated the Association was formed primarily to provide Nurses for the respectable poor in Dorking and the villages. It received between £50 and £60 in subscriptions, and its funds were augmented by the earnings of the Nurses, whose services were charged for in accordance with the social position of the patient. The claim was that the Nurse had covenanted not to work for wages in any of the places served by the Association, nor within a radius of ten miles of the Dorking Post Office, for five years from the termination of her engagement, and that she had not kept her contract. The claim for a commission was made because Nurses were sometimes permitted to take cases on payment of a five per cent. commission, and when it was found that the defendant was nursing a Dorking lady, permission was given her to continue doing so, provided she paid this commission, which she had not done.

Miss Down, Secretary of the Association, bore out Counsel's statement.

THE CASE FOR THE DEFENDANT.

Nurse Selley stated that she had never agreed to pay a commission. She was attending comparatively well-to-do people, and received a guinea a week and upwards for her services, and found a demand for them. She was not working amongst the poor, and had no wish to interfere with the Association.

Dr. Blakeney stated that he did not consider the six Nurses employed by the Association sufficient for the needs of the district.

The Judge gave the injunction applied for, but in regard to the Association's claim for commission gave judgment for the defendant.

It is a curious fact that, within a week of the Matrons' Council Conference, two points which were then brought up should have been demonstrated in a Court of Law. Firstly, the ease with which women with a most rudimentary training in nursing, who have been employed under the Holt Ockley system to nurse the poor, enter the private nursing field, and compete on equal terms with fully-trained nurses; and, secondly, that Nurses frequently regard the signing of a contract very lightly, and are surprised when it is subsequently enforced.

A TEST CASE.

We often have inquiries from maternity nurses as to their position when their services have been engaged for a patient and they have subsequently

been notified that they will not be required, as the confinement has occurred unexpectedly. We always advise that a written agreement should be entered into, when the nurse is engaged, as to the fees to be paid should the patient dispense with the nurse's services. A test case was heard on the above question last week, by Judge Woodfall, in the Westminster Court, Lincoln's Inn Fields, when Mrs. Cockrane, a maternity nurse, claimed fees from Mr. Michael, a patient's husband. She had been engaged to attend the patient in September, and in June was informed that her services would not be required. Meanwhile she had refused to take two other cases, and afterwards was not able to obtain another case for the time reserved. The Judge awarded the plaintiff her full fee on the ground of "breach of contract." His Honour reserved judgment on the question of costs for 14 days in order to see if the defendant appealed.

Reflections.

FROM A BOARD ROOM MIRROR.

On Thursday last week Lady Ludlow laid the foundation-stone of the new Pathological Block at St. Bartholomew's Hospital, E.C., which, when completed, will adjoin the King Henry VII. Gateway in West Smithfield, and extend into Giltspur Street. The stone bears the following inscription: "This Stone, which stands on the site of the house of Dame Joanna Astley, Nurse of King Henry VI., was laid by the Lady Ludlow, Wife of the Right Honourable Lord Ludlow, Treasurer of St. Bartholomew's Hospital, as the foundation of a building devoted to the elucidation of problems in the nature and treatment of the diseases of those who have sought relief from suffering in this Hospital. 5th December, 1907." The next work which it is proposed to take in hand is the Nurses' Home, so we hope that this is now within measurable distance.

At a Court of Governors of the London Hospital held last week, at which the Chairman, the Hon. Sydney Holland, presided, the House Committee reported that next year will be the quinquennial appeal, and that since the last appeal in 1903 the hospital had been brought up to date in every department. The hospital was in no debt. It would, however, require a most strenuous effort next year to provide the necessary money for carrying on the work.

The Tuberculosis Exhibition was opened at the Athenæum, Limerick, last week. Bishop O'Dwyer moved a resolution calling on all classes of Irishmen to unite in the endeavour to prevent the ravages of consumption in Ireland. In Limerick City alone one hundred deaths from consumption occurred last year. The Bishop of Limerick, Dr Orpen, seconding the proposition, said that Ireland was behind Scotland and England in checking the spread of tuberculosis. There was a diminution in the number of cases, but not in Ireland.

[previous page](#)

[next page](#)