THE LAW AS IT AFFECTS NURSES.

The Insurance Act—Agreements and Contracts.

Mrs. Dickie, M.A., LL.B., Insurance Commissioner for Ireland, then presented a paper on "The Law as it affects nurses," saying that the development of sick nursing, which had brought into existence a large, highly skilled and organised profession, was one of the most noted features of modern social life. She traced its development to religion, war, and science, and pointed out that scientific cleanliness now entered into all kinds of nursing, and had become the very life of modern surgery.

A profession, like property, had its duties as well as its rights, and nursing was faced with the fact that it must, like any other profession, become subject to the general law. It was not altogether an independent profession, inasmuch as it was carried on under the directions of medical practitioners, and the law of master and servant applied very often to the relation of nurses and patients when it would not apply to a doctor or surgeon. This distinction must be kept in view in considering the law applicable to the nursing profession.

Inasmuch as the nursing profession, as such, had not been long in existence as a body, a law specially applicable to it had not yet grown up, and we were compelled to gather the leading principles which governed it from a consideration of the law applicable to cases of physicians and surgeons on the one hand, and of masters and servants on the other.

Mrs. Dickie therefore divided her paper into two parts (1) A consideration of the law of negligence; and (2) Of the law of contract.

Negligence as defined by the law had been laid down as "the omission to do something which a reasonable man (or had Baron Alderson been speaking in the twentieth century Mrs. Dickie considered he would have said reasonable woman) guided upon those considerations which ordinarily regulate the conduct of human affairs would do, or doing something which a prudent and reasonable man would not do."

When, however, this doctrine was applied to a case requiring more than the knowledge or ability which any prudent man might be expected to have, the test defined by Mr. Justice Bailey was "whether the person has done all that any skilful person could reasonably be required to do in such a case."

The practical result of these two definitions was to show that a different degree of care would be required in the case of an ordinary man and of an expert, though if the ordinary man professed to be an expert he might be required to exercise the same amount of care as would be expected from the expert.

A qualified nurse, therefore, was bound to bring to the treatment of a case a fair, reasonable and competent degree of skill. Failing this, she was guilty of negligence and liable for the consequences thereof, which might be proceedings of either a civil or a criminal nature.

In the one case an action for damages would lie against her, and in the other she might be prosecuted for manslaughter in the event of the patient dying as the result of her negligence.

This liability did not depend upon the question of remuneration. Having once entered upon a case she was equally liable whether she was paid or not.

The first duty of a nurse was therefore to render herself as competent as training and experience could make her, and the second to allow nothing to prevent her from paying proper attention to the case.

Mrs. Dickie then discussed the Law of Contract and its effect on the nursing profession. In a dispute between a nurse and her employer it was often difficult to ascertain the facts of the case owing to the want of written evidence. But unless a contract was to extend beyond a year the law did not require it to be made in writing. It was, nevertheless, desirable, and in the interests of the nurse Mrs. Dickie considered essential, that every contract of agreement made by her should be in writing. This need not necessarily be a formal document. The question of reasonable notice was determined by the custom among nurses in the case of contracts of a similar kind. This was very difficult to determine, and frequently the result of the decision might be altogether at variance with the understanding between the parties entering into the engagement. The question of custom amongst nurses with regard to notice had never been determined legally.

Employment under the Poor Law stood by itself, owing to the fact that Poor Law Guardians were under the control of the Local Government Board and that the duties of nearly every official were regulated by the Poor Law Acts or Regulations made under them; questions arose from time to time for decision whether the relations of master and servant existed between Poor Law officials, including nurses, and the Guardians. It had now been decided not only that Boards of Guardians were not responsible for the neglect of their subordinates, but also that the relation of master and servant did not exist in these cases.

With regard to dismissal, although it had been decided both in England and Ireland that no notice was necessary in the case of Poor Law Boards, still, in Ireland at least, a nurse once properly appointed could not be dismissed, but where no sanction had been given by the Local Government Board to the appointment no sanction could be required for dismissal.

In regard to the Workmen's Compensation Act and the National Insurance Act, in determining whether the provisions of these Acts applied to individual nurses it must first be decided whether the nurse were engaged under a contract of service or not. If employed under a contract of service, and an accident happened to a nurse in the course of her employment, or arising out

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