

agreement explained to her. The Matron had full power to discharge a nurse.

Mr. Campbell-Lee suggested that the Mental Nurses' Association, Ltd., was not an Association of Nurses, as its name indicated, but a Limited Liability Company run for profit, to exploit nurses.

Mr. Donaldson asserted, with some warmth, that he had never had either salary or dividend, and had put his whole savings into the Company.

The clause in the rules prohibiting a nurse from returning to a case to which she was sent by the Association for a year after she had left it without paying percentage was inserted in the rules to safeguard the Company.

Miss Jean Hastie, proprietor of the Mental Nurses' Co-operation, 49, Norfolk Square, W., said she took Miss Downie into her employment on November 1st. She paid the nurses their fees every four months, less 12 per cent. commission. She provided a home for the nurses between their cases, where they paid 25s. a week if they shared a room, or 30s. for a single bedroom. She could dismiss Miss Downie by giving her four weeks' notice. When Miss Downie came on to her staff, the lady whose ward she was nursing asked if she could continue with the case, and she did so. If she had known of the clause in Miss Downie's agreement with the Mental Nurses' Association, she would have advised her to leave it for a year.

Mr. Campbell, in his speech at the conclusion of the case, said that Miss Downie severed her connection with the first Association and went into the employment of Miss Hastie. Her relationship with Miss Hastie was as the relationship between master and servant. She paid Miss Hastie £1 1s. entrance fee and £1 1s. annual subscription.

The Judge inquired in whose service Miss Downie was. That of the lady who engaged her services or Miss Hastie.

Mr. Duncan said she was attending the ward of the lady who obtained her from the Mental Nurses' Association, and he submitted she was in her service. Her agreement with the Association prohibited her from serving "in any capacity" anyone to whom she had been introduced by the plaintiff Association for one year after severing her connection with it, without paying a percentage on her earnings (25 per cent.) to the Association. She might be nominally in the service of Miss Hastie, but he contended that Miss Hastie, who was proprietor of an Agency licensed by the London County Council might as well say that if a cook paid a commission to an agency which introduced her to a situation she was in the employment of that Agency.

The Mental Nurses' Association were the people who introduced Miss Downie to the patient, and under her signed agreement she had undertaken that if within a year she returned to the service of any person to whom she was introduced by the Mental Nurses' Association, she should pay them a percentage for the continuance of the case. He claimed that he had proved that the Association

had placed the nurse at the service of the lady by whom she was at present engaged, and that she was still serving her as a nurse, and so came under the terms of her agreement with the Mental Nurses' Association.

His Honour having heard the arguments of both sides, reserved judgment.

THE JUDGMENT.

This was given in the Bloomsbury County Court on Monday, April 26th, when the Judge delivered judgment for the defendant, who, however, was required to pay her own costs. Leave to appeal was allowed.

POINTS OF IMPORTANCE TO PRIVATE NURSES.

The first important point which arises in this case is that nurses should make an invariable rule of acquainting themselves with the regulations under which they will have to serve before accepting an engagement on the staff of an Association or Co-operation. It seems almost incredible that a nurse should come up to London from Glasgow under an agreement to join an Association without acquainting herself with the regulations and the legal contract she would be required to sign or knowing what commission on her earnings she would have to pay.

Secondly, putting aside for the moment the legal aspect, in our opinion, and in that of most honourable people, if a nurse severs her connection with a society which introduced her to a case, she is in duty bound to give up the case on leaving the society. Especially is this just when she is the member of a Co-operation, where loss on business injures her colleagues on the staff, and in mental nursing where a nurse might join a society for a few months, and take away with her a case to which she had been introduced which might last for a number of years, it is quite inexcusable. It is high time that nurses realized the necessity for honourable business dealing in this respect, and we fear the high percentage charged by the Association in question and the regulation prohibiting the abstraction of patients, may have resulted from a lack of appreciation upon the part of nurses that it is very unfair to take over patients and break contracts for their own personal benefit.

Neither should the proprietor of a nursing business take over a patient when engaging a nurse provided by another.

Well trained nurses should make careful enquiries before joining private nursing establishments. They should satisfy themselves that such businesses are conducted by professional nurses, and hesitate when asked to pay more than 10 per cent. on their fees.

FEVER NURSES' ASSOCIATION.

Members are asked to note that, after the Annual Meeting, which is to be held at Croydon Town Hall, on Saturday, May 8th, at 2.30 p.m., tea will be provided by the kindness of the Mayor and Corporation of Croydon at Croydon Fever Hospital.

[previous page](#)

[next page](#)