

before action; and, also, that under *Bickerton v. Walker*, 31 Ch. D. 151, the assignees were entitled to rely on the acknowledgment in the deed and receipt endorsed; that the full amount of principal secured had been advanced, and that the plaintiffs had the better equity.

**MASTER AND SERVANT — NEGLIGENCE — MASTER — NURSING ASSOCIATION — CONTRACT TO SUPPLY NURSE — NEGLIGENCE OF NURSE.**

*Hall v Lees* (1904) 2 K.B. 602, was an action by husband and wife against the committee of a Nurses' Association to recover damages occasioned to the wife by the negligence of a nurse supplied by the Association. The Association was formed for the purpose of providing for the supply of properly qualified nurses, to attend the sick in a certain neighbourhood. The Association, for that purpose appointed and paid salaries to nurses, for whose services they made charges to persons on whose application they were supplied. The regulations of the Association provided for a certain supervision over the nurses by a superintendent appointed by the Association; but with regard to a nurse, when engaged in nursing a patient, they provided that while so engaged she should not absent herself from duty without the permission of the patient's friends, and that she should implicitly follow the instructions of the patient's doctor. A form was sent out by the Association to persons applying for a nurse, to the effect that while engaged in nursing the patient the nurse was to be regarded as employed by that person. Two nurses were supplied by the Association for the purpose of nursing the female plaintiff, and owing to the carelessness of one of them the female plaintiff, while under the influence of an anæsthetic, was injured by a hot water bottle. The trial took place before Jelf, J., and a jury. The jury found the injury was caused by the negligence of the nurses, or one of them, and that the Association had undertaken to nurse the female plaintiff through the agency of the nurses as their servants, and they assessed the damages at £300. The defendants contended that the second finding of the jury could not be supported on the evidence. The Court of Appeal (Collins, M.R., and Stirling and Mathew, L.JJ.) agreed with that contention and set aside the verdict, and gave judgment dismissing the action holding that the contract between the plaintiff and the Association was a contract to supply a properly qualified nurse, but not a contract to nurse the female plaintiff.