

# AUSTRALIAN CAPITAL TERRITORY.

No. 2 of 1951.

## AN ORDINANCE

### Relating to Compensation to Workmen for Injuries by Accident arising out of or in the course of their Employment, and for other purposes.

**B**E it ordained by the Governor-General in and over the Commonwealth of Australia, acting with the advice of the Federal Executive Council, in pursuance of the powers conferred by the *Seat of Government Acceptance Act 1909-1938* and the *Seat of Government (Administration) Act 1910-1947*, as follows:—

1. This Ordinance may be cited as the *Workmen's Compensation Ordinance 1951*.<sup>\*</sup> Short title.

2.—(1.) The *Workmen's Compensation Ordinance 1946* and the *Workmen's Compensation Ordinance 1948* are repealed. Repeal and saving.

(2.) All rules and regulations made under the Ordinances repealed by the last preceding sub-section and in force immediately prior to the commencement of this Ordinance shall, except in so far as they are inconsistent with this Ordinance, continue in force as if they had been made under this Ordinance and as if every reference in those rules or regulations to a provision repealed by this Ordinance were a reference to the corresponding provision of this Ordinance.

(3.) The rules or regulations continued in force by this section may be repealed or amended by rules or regulations, as the case may be, made under this Ordinance.

3. This Ordinance shall be administered by the Minister of Administration. State for the Interior.

4.—(1.) Any policy of insurance against liability under the *Workmen's Compensation Ordinance 1946-1948* in force Existing policies of insurance. immediately prior to the commencement of this Ordinance, shall have effect during the unexpired balance of the currency of the policy as if it were a policy of insurance against liability under this Ordinance.

(2.) The employer to whom any such policy of insurance has been issued shall be liable to pay to the insurer, in respect of the additional liability which he may incur under this Ordinance,

\* Notified in the *Commonwealth Gazette* on 21st March, 1951.

additional premium for the period of the unexpired balance of the currency of the policy not exceeding the difference between the premium for that period at the rate of premium payable under the policy and the premium for that period at the rate which would have been payable if the policy had been issued upon the date of commencement of this Ordinance.

Adjustment of  
payments under  
repealed  
Ordinance.

5.—(1.) Where, at the date of commencement of this Ordinance, a person is receiving or entitled to receive weekly payments in accordance with the First Schedule to the *Workmen's Compensation Ordinance* 1946-1948, he shall, on and from that date, be entitled to receive weekly payments in accordance with the provisions of this Ordinance.

(2.) Where, before the date of commencement of this Ordinance, a workman sustained an injury or contracted a disease in respect of which weekly payments in accordance with the First Schedule to the *Workmen's Compensation Ordinance* 1946-1948 would have been payable at that date if he had been incapacitated for work at that date, and he is not, at that date, so incapacitated, but after that date he becomes incapacitated for work as a result of the injury or disease, weekly payments in respect of that incapacity shall be in accordance with the provisions of this Ordinance.

(3.) Where, after the date of commencement of this Ordinance, death results from an injury or a disease which was sustained or contracted before that date and in respect of which compensation was payable under the *Workmen's Compensation Ordinance* 1946-1948, compensation shall be paid in respect of that death in accordance with the provisions of this Ordinance.

Interpretation.

6.—(1.) In this Ordinance, unless the contrary intention appears—

“ambulance service” includes any conveyance of an injured workman to a medical practitioner or to a hospital;

“dependant”, in relation to a deceased workman, means—

(a) a member of the family of the workman;

(b) a person to whom the workman stood *in loco parentis* or who stood *in loco parentis* to the workman;

(c) any ex-nuptial child or grand-child of the workman; and

(d) if the workman was an ex-nuptial child, any parent or grand-parent of the workman,

who was wholly or in part dependent upon his earnings at the date of his death or who would, but for his incapacity due to the injury, have been so dependent;

“disease” includes any physical or mental ailment, disorder, defect or morbid condition, whether of sudden or gradual development, and also includes the aggravation, acceleration or recurrence of a pre-existing disease;

“employer” includes any body of persons, corporate or unincorporate, and the legal personal representative of a deceased employer, and where the services of a workman are temporarily lent or let on hire to another person by the person with whom the workman has entered into a contract of service or apprenticeship, the latter shall, for the purposes of this Ordinance, be deemed to continue to be the employer of the workman while he is working for that other person;

“hospital treatment” means treatment at any hospital in or out of the Territory, and includes the maintenance of the workman as a patient at the hospital, and the provision or supply by the hospital of nursing attendants, medicine, medical or surgical supplies or other curative apparatus and any other ancillary service;

“injury” means any physical or mental injury and includes aggravation, acceleration or recurrence of a pre-existing injury;

“medical and surgical treatment” includes—

- (a) treatment by a legally qualified medical practitioner, a registered dentist, a masseur or a physiotherapist;
- (b) the provision of skiagrams, crutches and artificial members, dentures and artificial replacements; and
- (c) any nursing, medicines, medical or surgical supplies or curative apparatus supplied to, or provided for, a workman otherwise than as a patient at a hospital;

“member of the family”, in relation to a workman or an employer, means the wife or husband, father, mother, grandfather, grandmother, step-father, step-mother, son, daughter, grandson, granddaughter, step-son, step-daughter, brother, sister, half-brother, half-sister, adopted child or mother-in-law of the workman or employer, and includes, in relation to a workman, any woman who for not less than three years immediately prior to his death or incapacity was wholly or mainly maintained by the workman and who, although not legally married to him, lived with him as his wife on a permanent and *bona fide* domestic basis and who, at the date of his death or incapacity, is maintaining one or more children under sixteen years of age or is not less than fifty years of age;

“outworker” means a person to whom articles or material are given out to be treated or manufactured in his own home or on other premises not under the control or management of the person who gave out the articles or materials;

“regulations” mean regulations made under this Ordinance;

“the Court” means the Court of Petty Sessions established under the *Court of Petty Sessions Ordinance 1930-1949*;

“workman” means any person who has entered into or works under a contract of service or apprenticeship with an employer, whether by way of manual labour, clerical work, or otherwise, and whether the contract is expressed or implied, is oral or in writing, but does not include—

- (a) a person whose employment is of a casual nature and who is employed otherwise than for the purpose of the employer’s trade or business;
- (b) any person whose remuneration exceeds One thousand two hundred and fifty pounds per annum, exclusive of payments for overtime, bonuses and special allowances;
- (c) an outworker; or
- (d) any person employed in the service of the Commonwealth.

(2.) A member of the family of the employer dwelling in the home of the employer shall not, for the purposes of this Ordinance, be deemed to be a workman unless the employer discloses to the insurer of the employer’s liability under this Ordinance, at the time when the employment is commenced and, thereafter, whenever the insurance is renewed, the name, nature of employment and estimated wages of the member of the family.

(3.) Where a contract to perform any work exceeding Five pounds in value (not being work incidental to a trade or business regularly carried on by the contractor in his own name) is made with the contractor, who neither sublets the contract, nor employs workmen, the contractor shall, for the purposes of this Ordinance, be deemed to be a workman employed by the person who made such contract with the contractor.

(4.) A salesman, canvasser, collector or person paid wholly or partly by commission shall, for the purposes of this Ordinance, be deemed to be a workman in the employment of the person by whom the commission is payable, unless the commission is received by the salesman, canvasser, collector or person for, or in connexion with, work incidental to a trade or business regularly carried on by him or by a firm of which he is a member.

(5.) In the application of the provisions of this Ordinance to and in relation to a workman to whom section nine of this Ordinance applies, any reference in those provisions to personal injury by accident arising out of or in the course of a workman’s employment shall be read as including a reference to a disease due to the nature of the employment in which the first-mentioned workman was employed.

(6.) For the purposes of sections twenty-two and twenty-three of this Ordinance, any reference to a workman shall, where the workman has died as a result of the injury, be read as a reference to any dependant of the deceased workman who has a legal claim in respect of the death of the workman.

(7.) Any reference in the provisions of this Ordinance applicable to a workman after the date of the injury shall be read as including a reference to a former workman.

(8.) Where an employer has a place of employment in the Territory, or is for the time being present in the Territory, and there employs a workman, whose employment under his contract of service or apprenticeship with that employer is not wholly carried out in the Territory and is in part carried out in any State or in any other Territory of the Commonwealth, then, if the workman while, in that State or other Territory, sustains personal injury by accident under circumstances which, had the injury been sustained in the Territory, would entitle him to compensation in accordance with this Ordinance, his employer shall, subject to this Ordinance, be liable to pay compensation in accordance with this Ordinance as if the personal injury had been sustained by accident arising out of or in the course of his employment in the Territory.

7.—(1.) If personal injury by accident arising out of or in the course of his employment by his employer is caused to a workman, his employer shall, subject to this Ordinance, be liable to pay compensation in accordance with the First Schedule to this Ordinance.

Compensation  
for personal  
injuries to  
workmen.

(2.) Where a workman is required by the terms of his employment, or is expected by his employer, to attend a trade, technical or other training school, he shall, for the purposes of this Ordinance be deemed to be employed by his employer while he is attending that school.

(3.) If it is proved that the injury to a workman is attributable to his serious and wilful misconduct, any compensation claimed in respect of that injury shall, unless the injury results in death or serious and permanent disablement, be disallowed.

(4.) Compensation shall not be payable where the injury to, or death of, a workman is caused by an intentionally self-inflicted injury.

8.—(1.) Where personal injury by accident is caused to a workman while he is travelling to or from—

Injury while  
travelling to  
or from place  
of employment,  
&c.

(a) his place of employment or any school in relation to which sub-section (2.) of the last preceding section applies; or

(b) any place which it is necessary for him to attend to obtain a medical certificate or to receive medical, surgical or hospital treatment or compensation in respect of a previous injury,

his employer shall, subject to this Ordinance, be liable to pay compensation in accordance with this Ordinance as if the accident were an accident arising out of or in the course of his employment.

(2.) In this section, "travelling" means travelling by the shortest convenient route for the journey but does not include travelling during or after any substantial interruption of the journey or any substantial deviation from the route made for a reason unconnected with the workman's employment, attendance at the school or obtaining the certificate, treatment or compensation, as the case may be, unless, in the circumstances of any particular case, the nature, extent, degree and content of the risk of accident was not materially changed or increased by reason only of any such interruption or deviation.

Compensation  
in respect of  
death or  
incapacity  
through  
disease caused  
by  
employment.

**9.—(1.) Where—**

- (a) a workman is suffering from a disease and is thereby incapacitated for work; or
- (b) the death of a workman is caused by a disease,

and the disease is due to the nature of the employment in which the workman was employed, his employer shall, subject to this Ordinance, be liable to pay compensation in accordance with this Ordinance as if the disease were a personal injury by accident arising out of or in the course of his employment.

(2.) If it is proved that the workman, at the time of entering the employment wilfully and falsely represented himself as not having previously suffered from the disease, compensation shall not be payable.

(3.) A claimant for compensation under this section, shall, if so required, furnish his employer with such information as to the names and addresses of other employers of the workman as the claimant possesses.

(4.) If the disease is of such a nature that it is contracted by a gradual process, any other employers who, prior to the workman's incapacity, employed the workman in any employment which caused or contributed towards the contraction of the disease shall be liable to make to the employer from whom compensation is recoverable such contributions as, in default of agreement, are settled by arbitration.

Compensation  
for certain  
injuries.

**10.—(1.)** Subject to this Ordinance, where a workman sustains, by accident arising out of or in the course of his employment, any of the injuries specified in the first column of the Second Schedule to this Ordinance, the compensation payable shall, when the injury results in incapacity other than total and permanent incapacity for work, be the amount specified in the second column of that Schedule opposite the specification of the injury in the first column.

(2.) Upon payment of an amount under this section the workman shall not be entitled to any payment in accordance with sub-paragraph (b) or sub-paragraph (c) of paragraph 1 of the First Schedule to this Ordinance in respect of a period of incapacity for work resulting from the injury subsequent to the date of the payment, but the amount payable under this section shall not be subject to any deduction in respect of any amount previously paid to the workman in accordance with either of those sub-paragraphs.

(3.) Where a workman habitually uses his left hand and arm to perform work usually performed by a workman with his right hand and arm, the compensation payable to the first-mentioned workman under this section shall be—

- (a) for the loss of his left arm or any part thereof—the amount which would have been payable to a workman for a similar loss in respect of his right arm or the corresponding part thereof; and
- (b) for the loss of his right arm or any part thereof—the amount which would have been payable to a workman for a similar loss in respect of his left arm or the corresponding part thereof.

(4.) Where a workman sustains an injury which causes the loss of the sight of both eyes or of an only useful eye, any compensation previously paid under this section or under any corresponding provision of any other law in respect of loss of sight shall be deducted from the compensation payable under this section.

(5.) Where a workman sustains an injury which causes partial and permanent loss of the sight of one eye, there shall be payable an amount of compensation equivalent to such percentage of the amount of compensation payable under this section in respect of the loss of the sight of one eye as is equal to the percentage of the diminution of sight.

(6.) Where a workman sustains an injury which causes partial and permanent loss of the efficient use of a part of the body specified in the Second Schedule to this Ordinance in and for the purposes of his employment at the date of the injury, there shall be payable an amount of compensation equivalent to such percentage of the amount of compensation payable under this section in respect of the loss of that part as is equal to the percentage of the diminution of the efficient use of that part.

(7.) For the purposes of this section and of the Second Schedule to this Ordinance, the loss of a specified part of the body includes—

- (a) the permanent loss of the use of that part; and
- (b) the permanent loss of the efficient use of that part in and for the purposes of his employment at the date of the injury.

Medical, &c.,  
benefits.

11.—(1.) Where any compensation is payable by an employer under this Ordinance to, or in respect of, a workman, or where, but for the fact that the workman is not incapacitated for work or but for the operation of clause (ii) of sub-paragraph (b) of paragraph 2 of the First Schedule to this Ordinance, compensation would be so payable, the employer shall, subject to this section, pay the cost of such medical, surgical or hospital treatment or ambulance service in relation to the injury as is reasonably necessary.

(2.) The sum for which the employer shall be liable in respect of the medical, surgical or hospital treatment or ambulance service of a workman shall not exceed One hundred pounds unless the exceptional circumstances of the case warrant payment of an amount in excess of that sum.

(3.) Where any compensation is payable by the employer under this Ordinance to, or in respect of, a workman, any payment in pursuance of this section shall be in addition to that compensation.

(4.) Subject to the next succeeding sub-section, where a workman receives medical, surgical or hospital treatment on account of an injury, proceedings for the recovery of the cost of the treatment shall not be maintainable unless the workman has, without undue delay, given notice to the employer in the manner prescribed that he has received the treatment and furnished him with reasonable particulars of the treatment.

(5.) The want of notice or any defect or inaccuracy in the notice shall not be a bar to the maintenance of the proceedings if it is found in the proceedings that the employer is not, or would not be, if a notice or an amended notice were then given and the hearing postponed, prejudiced in his defence by the want, defect or inaccuracy, or that the want, defect or inaccuracy was occasioned by mistake or other reasonable cause.

(6.) Where a workman receives medical, surgical or hospital treatment on account of an injury, his employer may cause an examination of the workman to be conducted, in consultation with the person who afforded the treatment, by a legally qualified medical practitioner selected by the employer.

(7.) Where an employer is liable under this section to pay any sum of money in respect of hospital treatment received by a workman from a hospital, the employer shall pay the amount of that sum less any amount previously so paid by the workman in respect of that treatment on demand—

- (a) in the case of a private hospital—to the proprietor of that hospital; and
- (b) in the case of any other hospital—to the person authorized in writing by the governing body or person in charge of the hospital to receive payments of money due to the hospital.



**12.—**(1.) Notwithstanding anything contained in this Ordinance, the amount of compensation payable in respect of an injury or injuries caused by any one accident shall not, except as provided by this section, exceed One thousand two hundred and fifty pounds. Maximum compensation.

(2.) Where an injury results in the death or the total and permanent incapacity of the workman for work, sub-section (1.) of this section shall not apply to limit the total amount of compensation payable under this Ordinance.

(3.) In the application of sub-section (1.) of this section in relation to the total amount of compensation payable to a workman under section ten of this Ordinance the total amount of any compensation paid to the workman in accordance with the First Schedule to this Ordinance prior to payment to him of the amount specified in the Second Schedule to this Ordinance shall be disregarded.

(4.) In the application of sub-section (1.) of this section, any amount paid to, or in respect of, the workman in accordance with section eleven of this Ordinance shall be disregarded.

**13.** Any contract existing at the commencement of this Ordinance, whereby a workman relinquishes any right to compensation from the employer for personal injury arising out of or in the course of his employment, shall not, for the purposes of this Ordinance, be deemed to continue after the commencement of this Ordinance. Provisions as to existing contracts.

**14.—**(1.) Where any person (in this section referred to as "the principal"), in the course of or for the purpose of his trade or business, contracts with any other person (in this section referred to as "the contractor") for the execution by or under the contractor of the whole or any part of any work undertaken by the principal, the principal shall be liable to pay to any workmen employed in the execution of the work any compensation under this Ordinance which he would have been liable to pay if that workman had been immediately employed by him. Sub-contracting.

(2.) Where compensation is claimed from, or proceedings are taken against, the principal, then, in the application of this Ordinance, references to the principal shall be substituted for reference to the employer, except that the amount of compensation shall be calculated with reference to the earnings of the workman under the employer by whom he is immediately employed.

(3.) Where the principal is liable to pay compensation under this section, he shall be entitled to be indemnified by any person who would have been liable to pay compensation to the workman independently of this section.

(4.) Nothing in this section shall be construed as preventing a workman recovering compensation under this Ordinance from the contractor instead of the principal.

**Medical referees.**

**15.—(1.)** The Minister may appoint any legally qualified medical practitioners residing in or out of the Territory to be medical referees for the purpose of this Ordinance.

(2.) Where the services of a medical referee have been used as a medical practitioner in connexion with any case by or on behalf of an employer or workman or by any insurer interested, he shall not act as medical referee in that case.

**Inspectors.**

**16.—(1.)** The Minister may appoint such inspectors as he thinks necessary for the purposes of this Ordinance.

(2.) An inspector may, on producing a certificate of his appointment—

- (a) enter, at any reasonable hour, any premises or place where a workman is employed;
- (b) require any employer truthfully to answer questions relating to compliance with, or breaches of, this Ordinance; and
- (c) require any employer to produce for inspection books and documents in relation to any person who is, or has been, employed by him.

(3.) A person shall not—

- (a) hinder or obstruct an inspector in the exercise of any power conferred on him by this section;
- (b) fail, without just cause, to answer, or make any false statement in reply to, any question put to him by an inspector under the last preceding sub-section; or
- (c) fail, without just cause, to produce, when required in accordance with the last preceding sub-section, any book or document.

Penalty: Fifty pounds.

**Returns as to compensation.**

**17.** Every employer shall, after the thirtieth day of June and on or before the thirtieth day of September in each year, furnish to the Secretary, Department of the Interior, a return stating whether he has, during the period of twelve months ending on the thirtieth day of June in that year, paid any compensation in accordance with this Ordinance and, if so, specifying—

- (a) the number of injuries in respect of which compensation has been paid during that period;
- (b) the total amount of compensation paid during that period; and
- (c) such other particulars as the Minister, by notice in the *Gazette*, directs to be furnished.

Penalty: Ten pounds.

**Compulsory insurance.**

**18.—(1.)** Subject to this section, an employer shall obtain from an insurer approved by the Minister for the purposes of this Ordinance, and shall at all times maintain in force with an insurer so approved, a policy or policies of insurance or indemnity for the full amount of his liability under this Ordinance to all workmen employed by him.

(2.) Where, in the opinion of the Minister, an employer is able to meet from his own resources any liability to pay compensation under this Ordinance to the workmen employed by him, the Minister may exempt that employer from compliance with the last preceding sub-section for such period as is specified in the instrument of exemption.

(3.) The Minister may, at any time, after giving to the employer notice in writing of his intention so to do, review an exemption granted under the last preceding sub-section and may, after consideration of any representations made by the employer within the time allowed by the notice, suspend or terminate the exemption.

(4.) An insurer approved for the purposes of this Ordinance shall not refuse to issue a policy of insurance or indemnity required for the purposes of this Ordinance to an employer unless the Minister has consented in writing to the refusal.

(5.) Subject to this section, a policy of insurance or indemnity for the purposes of this Ordinance shall be in accordance with the form in the Third Schedule to this Ordinance.

(6.) Subject to this section, an insurer shall not—

(a) issue to a person applying for a policy for the purposes of this Ordinance a policy of insurance or indemnity which is not in accordance with the form in the Third Schedule to this Ordinance; or

(b) include in any such policy any provision not included in that form, other than a provision which relates to the liability of the insurer or employer under any other law in force in the Territory.

(7.) Where an insurer issues a policy in contravention of the last preceding sub-section, that sub-section shall not operate so as to annul the policy or diminish or in any way affect the liability of the insurer under the policy.

(8.) An employer applying to an insurer for the issue or renewal of a policy of insurance or indemnity against liability under this Ordinance shall supply to the insurer a full and correct statement of all wages paid to workmen in his employment during the period relevant to the determination of the premium payable by him under the policy.

(9.) A policy, for the purposes of this section—

(a) in relation to a workman who is required to travel in the course of his employment; or

(b) in relation to a workman engaged in domestic duties or in any other case in which the Minister thinks fit to approve,

may be a special policy in a form approved by the Minister.

(10.) Where two or more employers may become liable to pay compensation in respect of the same workman, those employers, or any of them, may comply with their obligations under sub-section

(1.) of this section in relation to that workman by means of a joint policy of insurance or indemnity in respect of their joint liability.

(11.) The Minister may, in his discretion—

- (a) approve an insurer for the purposes of this section; and
- (b) revoke any such approval.

(12.) The revocation of the approval of an insurer shall not—

- (a) annul any policy issued before the revocation; or
- (b) diminish or otherwise affect the liability of the insurer under any such policy.

(13.) For the purposes of the provisions of this section relating to the obligations of employers, every policy which is in force at the time when the approval of an insurer is revoked shall, until the expiration of the current period of the insurance or indemnity but no longer, be deemed to be a policy maintained in force with an insurer approved by the Minister.

(14.) A person shall not contravene or fail to comply with any provision of this section which is applicable to him.

Penalty: One hundred pounds.

(15.) A person who has been convicted under the last preceding sub-section of the offence of failing to comply with a provision of this section shall not continue to fail to comply with that provision.

Penalty: Twenty pounds for each week or part of a week during which the failure continues.

Inspection of policies.

**19.—**(1.) The Minister, an inspector appointed under this Ordinance, or an officer authorized by the Minister in that behalf may, by notice in writing, require an employer—

- (a) to produce for inspection any policy of insurance or indemnity indemnifying him against his liability under this Ordinance; and
- (b) to furnish such particulars in relation thereto as the Minister, inspector or officer deems necessary.

(2.) The notice may be served personally or by being left at, or forwarded by registered post to, the usual or last known place of abode of the person to whom it is addressed, or it may be served upon the person apparently in charge of the premises of the employer or in attendance upon the workman or workmen employed on the premises.

(3.) An employer shall not refuse or fail to comply with any such requirement within the time and in the manner stated in the notice.

Penalty: One hundred pounds.

Maximum rates of premiums may be prescribed.

**20.—**(1.) The regulations may prescribe maximum rates of premiums which may be charged by an insurer in respect of policies of insurance or indemnity against employers' liability under this Ordinance to workmen employed by them.

(2.) Different maximum rates may be prescribed in relation to workmen employed in different classes of work.

(3.) An insurer shall not charge or accept in respect of a policy referred to in sub-section (1.) of this section a premium or sum of money greater than the maximum rate of premium prescribed.

Penalty: One hundred pounds.

**21.—(1.)** A workman may require his employer to furnish him with information as to the name and address of the insurer from whom the employer has obtained a policy of insurance or indemnity against his liability under this Ordinance, or if the employer is a self-insurer, to be so informed.

Workman's right to information.

(2.) An employer shall not, when so required under the last preceding sub-section—

- (a) refuse or fail to furnish the information; or
- (b) furnish any information which is false or misleading.

Penalty: Twenty pounds.

**22.—(1.)** If an injury in respect of which compensation is payable under this Ordinance is caused under circumstances which appear to create a legal liability in some person other than the employer to pay damages in respect of the injury—

Remedies both against the employer and a stranger.

- (a) the workman may take proceedings against that person to recover damages and may also make a claim against the employer under this Ordinance, but shall not be entitled to retain in full both damages and amounts received under this Ordinance;
- (b) where the workman receives both amounts under this Ordinance and damages from that other person, he shall repay to the employer so much of those amounts as does not exceed the amount of the damages received from that person;
- (c) upon notice to that person, the employer shall have a first charge upon moneys payable by that person to the workman to the extent of any amounts which the employer has paid to the workman under this Ordinance;
- (d) where the workman has received amounts under this Ordinance, but no damages or less than the full amount of the damages to which he is entitled, the person liable to pay the damages shall indemnify the employer against so much of the amounts paid to the workman as does not exceed the damages for which that person is liable; and
- (e) payment of money by that person to the employer under either of the last two preceding paragraphs shall, to the extent of the amount paid, be a satisfaction of the liability of that person to the workman.

(2.) Any reference in this section to damages includes a reference to an amount agreed to be paid in settlement of a claim for damages.

Liability of  
the employer  
independently  
of this  
Ordinance.

**23.—**(1.) Except as provided by this section, a workman shall not be entitled, in respect of personal injury by accident arising out of or in the course of his employment, to receive compensation or any payment by way of compensation from his employer both independently of and also under this Ordinance.

(2.) Where personal injury is caused to a workman in circumstances which appear to create a legal liability in his employer to pay damages in respect thereof and the workman has received compensation under this Ordinance, the workman shall not be entitled to take proceedings against his employer to recover damages unless he commences those proceedings within twelve months after the date upon which he received payment, or the first payment, of compensation under this Ordinance.

(3.) Where a workman is awarded damages against his employer in respect of an injury independently of this Ordinance—

(a) amounts received by him under this Ordinance in respect of that injury shall, to the extent that they do not exceed the damages, be deemed to have been paid by the employer in or towards satisfaction of the damages; and

(b) he shall be entitled to recover under this Ordinance so much (if any) of the amount which, but for this section, would be payable under this Ordinance as does not exceed any unsatisfied balance of the damages.

(4.) Any reference in this section to damages awarded includes a reference to an amount agreed to be paid by an employer in settlement of a claim for damages.

Matters, &c.,  
arising under  
Ordinance.

**24.** All matters and questions (other than prosecutions for offences) arising under this Ordinance or under the First or Second Schedules to this Ordinance shall, where no other provision is made in this Ordinance or those Schedules, in the absence of agreement, be settled by arbitration in accordance with the provisions of the Fourth Schedule to this Ordinance.

Time for  
taking  
proceedings.

**25.—**(1.) Proceedings for the recovery under this Ordinance of compensation for an injury shall not be maintainable unless notice of the accident has been given as soon as practicable after it has happened, and before the workman has voluntarily left the employment in which he was injured and unless the claim for compensation has been made—

(a) within six months after the occurrence of the accident;  
or

(b) in case of death—within six months after advice of the death has been received by the claimant.

(2.) The want of notice or any defect or inaccuracy in the notice shall not be a bar to the maintenance of the proceedings if it is found in the proceedings for the settling of the claim that the employer is not, or would not be, if a notice or an amended notice were then given and the hearing postponed, prejudiced in his defence by the want, defect or inaccuracy, or that the want, defect or inaccuracy was occasioned by mistake or other reasonable cause.

(3.) The failure to make a claim within the period specified in sub-section (1.) of this section shall not be a bar to the maintenance of the proceedings if it is found that the failure was occasioned by mistake or other reasonable cause.

(4.) Notice in respect of any injury to which this Ordinance applies shall contain the name and address of the person injured, and a statement in ordinary language of the cause of the injury, and the date on which the injury happened, and shall be served on the employer, or, if there is more than one employer, upon one of the employers.

(5.) The notice may be served by delivering it at, or sending it by post in a registered letter properly addressed to, the residence or place of business of the person on whom it is to be served.

(6.) Where the employer is a body of persons, corporate or unincorporate, the notice may also be served by delivering it to, or by sending it by post in a registered letter addressed to the employer at, the office, or if there be more than one office, any of the offices of the body.

**26.—**(1.) Where a committee or an arbitrator or the Court **Appeals.** gives a decision or makes an order or award with respect to any matter which may be or is required to be settled by arbitration under this Ordinance, either party to the arbitration may appeal from the decision, order or award, on a question of law or fact or both, to the Supreme Court within the time and in accordance with the conditions prescribed by Rules of the Supreme Court and such appeal may be in the nature of a re-hearing.

(2.) The Supreme Court shall decide the matter of the appeal and may either dismiss the appeal or reverse or vary the decision, order or award appealed from and may make such order as to the costs of the appeal, or of the proceedings before the committee, arbitrator or the Court, or both, as the Supreme Court thinks proper.

**27.** The Attorney-General may make rules, not inconsistent **Rules of Court.** with this Ordinance, prescribing all matters which by this Ordinance are required or permitted to be prescribed by Rules of Court, or which are necessary or convenient to be prescribed by Rules of Court for giving effect to this Ordinance.

**28.** The Minister may make regulations, not inconsistent with **Regulations.** this Ordinance, prescribing all matters which by this Ordinance are required or permitted to be prescribed, or which are necessary

or convenient to be prescribed, for giving effect to this Ordinance and in particular for prescribing matters providing for and in relation to—

- (a) the procedure in regard to the medical examination of injured workmen;
- (b) the duties and fees of medical referees appointed under this Ordinance;
- (c) fees and expenses to be paid for medical examinations, medical, surgical and hospital treatment and ambulance service;
- (d) the procedure in regard to compulsory insurance and approval of insurance companies; and
- (e) penalties not exceeding Fifty pounds for any breach of the regulations.

## THE SCHEDULES.

### FIRST SCHEDULE.

Section 7.

#### SCALE AND CONDITIONS OF COMPENSATION.

1. The amount of compensation shall be—
  - (a) where the death of the workman results from the injury—
    - (i) if the workman leaves any dependants wholly dependent upon his earnings—the sum of One thousand pounds and, in addition, an amount of Fifty pounds in respect of each child who, being a dependant under the age of sixteen years at the date of either the injury or the death of the workman, was at the date of the injury wholly or mainly dependent upon the earnings of the workman;
    - (ii) if the workman does not leave any dependants wholly dependent upon his earnings, but leaves dependants in part dependent upon his earnings—such sum, not exceeding in any case the amount payable under clause (i) of this sub-paragraph as is reasonable and proportionate to the injury to the dependants; and
    - (iii) if the workman leaves no dependants—such sum, not exceeding Twenty-five pounds, on account of the expenses of the workman's burial, as is reasonable;
  - (b) where the workman is totally incapacitated for work by the injury—a weekly payment during his incapacity of the sum of Four pounds and, in addition, the sum of—
    - (i) One pound five shillings in respect of—
      - (1) the wife of the workman; or
      - (2) if he has no wife, or if compensation is not payable in respect of his wife—one female, over the age of sixteen years, who is—
        - (A) caring for a child under the age of sixteen years and wholly or mainly dependent upon the earnings of the workman; or
        - (B) a member of the family of the workman, if she was wholly or mainly dependent upon the earnings of the workman at the date of the injury and remains so dependent; and



- (ii) Ten shillings in respect of each child who, at the date of the injury, was under the age of sixteen years and wholly or mainly dependent upon the earnings of the workman and who, being under the age of sixteen years, remains so dependent; and
- (c) where the workman is partially incapacitated for work by the injury—a weekly payment during the incapacity—
  - (i) of the amount (if any) by which the weekly amount he is earning, or is able to earn in some suitable employment or business, after the injury is less than his weekly pay at the date of the injury, or of the amount of Four pounds, whichever is the less; or
  - (ii) of the amount (if any) by which the weekly amount which he is earning, or is able to earn in some suitable employment or business, after the injury is less than the weekly payment which would have been payable to him under sub-paragraph (b) of this paragraph, if he had been totally incapacitated,
 whichever is the greater.

2. Notwithstanding anything contained in paragraph 1. of this Schedule—

- (a) where death results from the injury—
  - (i) any amount paid or payable before the death of the workman by way of weekly payments in respect of his total or partial incapacity for work shall not be deducted from the sum payable under clause (i) of sub-paragraph (a) of that paragraph, or shall be disregarded in determining the sum payable under clause (ii) of that sub-paragraph, as the case may be; but
  - (ii) the amount by which any lump sum, paid to a workman in pursuance of paragraph 13 of this Schedule or section ten of this Ordinance before the death of the workman, exceeds the total of all weekly payments which would have been payable under sub-paragraph (b) or sub-paragraph (c) of that paragraph, if they had continued until the date of his death, shall be deducted from the sum payable under clause (i) of sub-paragraph (a) of paragraph 1 of this Schedule, or shall be taken into account in determining the sum payable under clause (ii) of that sub-paragraph, as the case may be, provided that the sum so payable is not reduced to less than Two hundred pounds; or
- (b) where the workman is totally or partially incapacitated for work by the injury—
  - (i) no payment shall be made under sub-paragraph (b) or sub-paragraph (c) of paragraph 1 of this Schedule which will be in excess of the amount of the weekly pay of the workman at the date of the injury;
  - (ii) regard shall be had to any payment, allowance or benefit which the workman receives from his employer during the period of his incapacity and the amount of the weekly payment otherwise payable under sub-paragraph (b) or sub-paragraph (c) of that paragraph shall be reduced to such amount (if any) as is just and proper; and
  - (iii) if the workman is a minor who is not entitled under the terms of any award order or determination of an industrial authority, any industrial agreement or any law to receive the same rate of pay as an adult, the words "Three pounds" shall be deemed to be substituted for the words "Four pounds" in the application of the provisions of sub-paragraph (b) or sub-paragraph (c) of that paragraph in relation to the workman while he remains such a minor.

3. The amount of child endowment paid under Part VI. of the *Social Services Consolidation Act 1947-1950* in respect of a child shall be disregarded in ascertaining, for the purposes of this Schedule, whether or not that child is or was dependent upon the earnings of the workman.

4. For the purposes of this Schedule—

(a) "pay" means the salary or wages of the workman, and includes—

(i) where at the date of the injury the workman was engaged in part-time work for his employer—his earnings from any other employment; and

(ii) unless otherwise prescribed—any allowance payable to the workman in respect of his employment, but subject to the regulations, does not include any allowance which is intermittent or which is payable in respect of special expenses incurred or likely to be incurred by the workman in respect of his employment; and

(b) any reference to the weekly pay of the workman at the date of the injury means, if the rate of pay of workmen of the same class is subsequently varied by competent authority or following upon a variation in the cost of living, the rate of pay as so varied.

5. Where a workman has given notice of an accident, he shall, if so required by the employer, submit himself for examination by a duly qualified medical practitioner provided and paid by the employer, and, if he refuses to submit himself to the examination, or in any way obstructs the examination, his right to compensation, and to take or prosecute any proceedings under this Ordinance in relation to compensation, shall be suspended until the examination has taken place.

6. The payment in the case of death shall, unless otherwise ordered in pursuance of the provisions of this Schedule, be paid into the Court and any sum so paid into Court shall, subject to Rules of Court, and the provisions of this Schedule, be invested, applied or otherwise dealt with by the Court in such manner as the Court in its discretion thinks fit for the benefit of the persons entitled thereto under this Ordinance, and the receipt of the Clerk of the Court shall be a sufficient discharge in respect of the amount paid in:

Provided that, if so agreed, the payment in case of death shall, if the workman leaves no dependants, be made to his legal personal representative, or if he has no such representative, to the person to whom the expenses of medical, surgical and hospital treatment and ambulance service and burial are due.

7. Where a payment is payable under this Ordinance to a person under any legal disability, the payment shall—

(a) in the case of a weekly payment—if the Court, on application being made in accordance with the Rules of Court, so orders; and

(b) in the case of a lump sum payment—unless the Court otherwise orders,

be paid into Court and the provisions of paragraph 6 of this Schedule with respect to sums paid into Court in pursuance of that paragraph shall apply to sums paid into Court under this paragraph.

8. Where there are both total and partial dependants and an application is made to the Court in accordance with the Rules of Court, the Court may allot the compensation partly to the total and partly to the partial dependants.

9. Where, on application being made in accordance with Rules of Court, it appears to the Court that, on account of neglect of children on the part of a widow, or on account of the variation of the circumstances of the various dependants, or for any other sufficient cause, an order of the Court or an award as to the apportionment amongst the several dependants of any sum paid as compensation, or as to the manner in which any sum payable to any such dependant is to be invested, applied, or otherwise dealt with ought to be varied, the Court may make such order for the variation of the former order or the award, as in the circumstances of the case, the Court may think just.

10. Any workman receiving weekly payments under this Ordinance shall, if so required by the employer, from time to time submit himself for examination by a legally qualified medical practitioner provided and paid by the employer and if the workman refuses to submit himself to the examination or in any way obstructs the examination, his right to such weekly payments shall be suspended until the examination has taken place.

11. A workman shall not be required to submit himself for examination by a medical practitioner under paragraph 5 or paragraph 10 of this Schedule otherwise than in accordance with the regulations or on more frequent intervals than may be prescribed by those regulations.

Where a workman has so submitted himself for examination by a medical practitioner, or has been examined by a medical practitioner selected by himself, and the employer or the workman, as the case may be, has within six days after such examination furnished the other with a copy of the report of that practitioner as to the workman's condition, then, in the absence of agreement between the employer and the workman as to the workman's condition or fitness for employment, the Clerk of the Court, on application being made to the Court by either of the parties may, on payment by the applicant of such fee not exceeding One pound, as may be prescribed, refer the matter to a medical referee.

The medical referee to whom the matter is so referred shall, in accordance with the regulations, give a certificate as to the condition of the workman and his fitness for employment, specifying, where necessary, the kind of employment for which he is fit and that certificate shall be conclusive evidence as to the matters so certified.

Where no agreement can be come to between the employer and the workman as to whether or to what extent the incapacity of the workman is due to the injury, the provisions of this paragraph shall, subject to the regulations, apply as if the question were a question as to the condition of the workman.

If a workman, on being required so to do, refuses to submit himself for examination by a medical referee to whom the matter has been so referred, or in any way obstructs the medical referee, his right to compensation and to take or prosecute any proceeding under this Ordinance in relation to compensation, or, in the case of a workman in receipt of a weekly payment, his right to that weekly payment shall be suspended until the examination has taken place.

Rules of Court may be made for prescribing the manner in which documents are to be furnished or served and applications made under this paragraph, the forms to be used for these purposes and the fees to be paid under this paragraph.

12. A weekly payment payable under this Ordinance may be varied or ended by agreement or by arbitration under this Ordinance.

13. Where, in any case other than one of total and permanent incapacity, any weekly payment has been continued for not less than six months, the liability therefor may be redeemed by the payment of a lump sum of such amount as may be settled by agreement (subject to paragraph 10 of the Fourth Schedule to this Ordinance) or, upon application by or on behalf of the employer with the consent of the workman, by arbitration under this Ordinance, and the lump sum may be ordered by the arbitrator or the Court to be invested or otherwise applied for the benefit of the person entitled thereto.

14. If a workman receiving a weekly payment ceases to reside in Australia, he shall thereupon cease to be entitled to receive any weekly payment, unless a medical referee certifies that the incapacity resulting from the injury is likely to be of a permanent nature or that his absence from Australia is desirable for recuperative purposes. If a medical referee so certifies the workman shall be entitled to receive quarterly the amount of the weekly payments accruing due during the preceding quarter, so long as he proves in such manner and at such intervals as may be prescribed, his identity and the continuance of the incapacity in respect of which the weekly payment is payable.

15. A weekly payment, or a sum paid by way of redemption thereof, shall not be capable of being assigned, charged, or attached, and shall not pass to any other person by operation of law, nor shall any claim be set off against the amount of the payment or sum.

16. Where under this Schedule a right to compensation is suspended no compensation shall be payable in respect of the period of suspension.

SECOND SCHEDULE.  
COMPENSATION FOR SPECIFIED INJURIES.

Section 10.

Nature of Injury.	Amount Payable..	
	£	s. d.
Loss of both eyes .. .. .	1,250	0 0
Loss of an only useful eye, the other being blind or absent ..	1,250	0 0
Loss of one eye .. .. .	500	0 0
Loss of hearing .. .. .	875	0 0
Complete deafness of one ear .. .. .	250	0 0
Loss of both hands .. .. .	1,250	0 0
Loss of right arm or greater part thereof .. .. .	1,000	0 0
Loss of left arm or greater part thereof .. .. .	900	0 0
Loss of lower part of right arm, right hand or five fingers of right hand .. .. .	875	0 0
Loss of lower part of left arm, left hand or five fingers of left hand ..	787	10 0
Loss of right thumb .. .. .	375	0 0
Loss of left thumb .. .. .	337	10 0
Loss of right forefinger .. .. .	250	0 0
Loss of left forefinger .. .. .	225	0 0
Loss of right middle finger .. .. .	200	0 0
Loss of left middle finger .. .. .	187	10 0
Loss of right ring finger .. .. .	175	0 0
Loss of left ring finger .. .. .	162	10 0
Loss of right little finger .. .. .	162	10 0
Loss of left little finger .. .. .	150	0 0
Loss of total movement of joint of right thumb .. .. .	175	0 0
Loss of total movement of joint of left thumb .. .. .	162	10 0
Loss of distal phalanx or joint of right thumb .. .. .	200	0 0
Loss of distal phalanx or joint of left thumb .. .. .	187	10 0
Loss of portion of terminal segment of right thumb involving one-third of its flexor surface without loss of distal phalanx or joint ..	175	0 0
Loss of portion of terminal segment of left thumb involving one-third of its flexor surface without loss of distal phalanx or joint ..	162	10 0
Loss of two phalanges or joints of right forefinger .. .. .	150	0 0
Loss of two phalanges or joints of left forefinger .. .. .	137	10 0
Loss of two phalanges or joints of right middle or ring fingers ..	137	10 0
Loss of two phalanges or joints of left middle or ring fingers ..	125	0 0
Loss of two phalanges or joints of right little finger .. .. .	125	0 0
Loss of two phalanges or joints of left little finger .. .. .	112	10 0
Loss of distal phalanx or joint of right forefinger .. .. .	125	0 0
Loss of distal phalanx or joint of left forefinger .. .. .	112	10 0
Loss of distal phalanx or joint of other finger of right hand ..	100	0 0
Loss of distal phalanx or joint of other finger of left hand ..	90	0 0
Loss of hand and foot .. .. .	1,250	0 0
Loss of both feet .. .. .	1,250	0 0
Loss of leg above knee .. .. .	937	10 0
Loss of leg below knee .. .. .	812	10 0
Loss of foot .. .. .	750	0 0
Loss of great toe .. .. .	250	0 0
Loss of any other toe .. .. .	100	0 0
Loss of two phalanges or joints of any other toe .. .. .	80	0 0
Loss of phalanx or joint of great toe .. .. .	125	0 0
Loss of phalanx or joint of any other toe .. .. .	75	0 0



**EMPLOYER NOT TO MAKE ADMISSIONS.**

3. The Employer shall not, without the written authority of the Insurer, incur any expense of litigation, or make any payment, settlement, or admission of liability in respect of any injury to or claim made by any worker.

**DEFENCE OF PROCEEDINGS.**

4. The Insurer shall in respect of anything indemnified under this Policy, including the bringing, defending, enforcing or settling of legal proceedings for the benefit of the Insurer, be entitled to use the name of the Employer. The Employer shall give all necessary information and assistance, and forward all documents to enable the Insurer to settle or resist any claim as the Insurer may think fit.

**SUBROGATION.**

5. The Insurer shall be entitled to use the name of the Employer in any proceedings to enforce, for the benefit of the Insurer, any order made for costs or otherwise, and shall have the right of subrogation, in respect of all rights which the Employer may have against any person or persons who may be responsible to the Employer or otherwise in respect of any claim for any injury covered by this Policy, and the Employer shall as and when required execute any necessary documents for the purpose of vesting such rights in the Insurer.

**PRECAUTIONS.**

6. The Employer shall take all reasonable precautions to prevent injuries.

**INJURIES.**

7. So far as reasonably practicable, no alteration or repair shall, without the consent of the Insurer, be made in any ways, works, machinery, or plant after any injury to a worker shall have occurred in connexion therewith until the Insurer shall have had an opportunity of examining the same.

**INSPECTION.**

8. The Insurer shall have the right and opportunity at all reasonable times to inspect the plant, works, machinery and appliances used in the Employer's business.

**PREMIUM.**

9. The first and every subsequent premium that may be accepted shall be regulated by the amount of all wages, salaries and other forms of remuneration paid or allowed to workers during each period of indemnity.

**WAGES BOOKS MUST BE KEPT.**

10. The name and earnings of every worker employed by the Employer shall be entered regularly in a proper Wages Book, so that a record may exist of such workmen as are entitled to call upon the Employer for compensation.

**ADJUSTMENT OF PREMIUM.**

11. The Employer shall at all times allow any officer duly authorized by the Insurer to inspect the Wages Book, and shall supply the Insurer with a correct account of all wages, salaries and other forms of remuneration paid or allowed during any period of indemnity within one month from the expiry of such period of indemnity, and if the total amount shall differ from the amount on which premium has been paid, the difference in premium shall be met by a further proportionate payment to the Insurer, or by a refund by the Insurer, as the case may be, subject always to the retention by the Insurer of the Minimum Premium stated in the Proposal.

**ASSIGNMENT.**

12. No assignment of interest under this Policy shall bind the Insurer unless the written consent of the Insurer is endorsed hereon.

**CANCELLATION OF POLICY.**

13. The Insurer may at any time, by giving written notice to the Employer, cancel this Policy. The notice of cancellation shall be posted to the Employer at the withinmentioned address, and the cancellation of the Policy shall be effective on the expiration of seven clear days from the date

of posting the said notice. Notwithstanding the cancellation of the Policy as aforesaid, the Employer shall furnish a statement of wages showing the amount paid up to the time of cancellation, and the premium for the period of insurance prior to cancellation shall be adjusted on a *pro rata* basis in the manner provided by Condition 11 of this Policy. Provided that the Policy may not be cancelled without the consent of the Minister of State for the Interior first had and obtained.

NO WAIVER OF CONDITIONS.

14. No condition or provision of this Policy shall be waived or altered unless the consent of the Insurer be previously obtained and signified by endorsement hereon, nor shall notice to any agent, nor shall knowledge possessed by any agent, or by any person, be held to effect a waiver or alteration in this contract or any part of it.

FOURTH SCHEDULE.

Section 24.

RULES RELATING TO ARBITRATIONS UNDER THIS ORDINANCE.

1. For the purpose of settling any matter which, under this Ordinance, is to be settled by arbitration, if any committee, representative of an employer and his workmen, exist with power to settle matters under this Ordinance in the case of the employer and workmen, the matter shall, unless either party objects by notice in writing sent to the other party before the committee meets to consider the matter, be settled by the arbitration of the committee, or be referred by it, in its discretion, to arbitration as provided in this Schedule.

2. If either party so objects, or there is no such committee, or the committee so refers the matter or fails to settle the matter within six months from the date of the claim, the matter shall be settled by a single arbitrator agreed on by the parties, or, in the absence of agreement, appointed by the Court, according to the procedure prescribed by Rules of Court.

3. The *Arbitration Act* 1902, of the State of New South Wales in its application to the Territory shall not apply to any arbitration under this Ordinance; but a committee or an arbitrator may, if it or he thinks fit, submit any question of law for the decision of the Court, and the decision of the Court on any question of law shall be final and conclusive, unless within the time, and in accordance with the conditions prescribed by Rules of the Supreme Court, either party appeals to the Supreme Court.

4. The Court, or an arbitrator appointed by the Court, shall, for the purposes of proceedings under this Ordinance, have the same powers of procuring the attendance of witnesses and the production of documents as if the proceedings were an action in the Court.

5. The Court may, if it thinks fit, summon a medical referee to sit with it as an assessor.

6. Rules of Court may make provision for the appearance, in any arbitration under this Ordinance, of any party by some other person.

7. The costs of and incidental to the arbitration and proceedings connected therewith shall be in the discretion of the committee, arbitrator, or Court, subject, as respects the Court and an arbitrator appointed by it, to Rules of Court. The costs, whether before a committee or an arbitrator or in the Court, shall not exceed the limit prescribed by those Rules, shall be taxed in manner prescribed by those Rules, and the taxation may be reviewed by the Court.

8. In the case of the death or refusal or inability to act of an arbitrator, the Court may, on the application of any party, appoint a new arbitrator.

9. Where an agreement has been made before ascertainment of compensation between a workman and his employer for payment of a lump sum by way of compromise and satisfaction of all claims, or the amount of compensation under this Ordinance has been ascertained, or any weekly

payment varied or terminated, or any other matter decided, under this Ordinance, either by a committee or by an arbitrator or by agreement, a memorandum thereof may be sent, in the manner (if any) prescribed by Rules of Court, by the committee or arbitrator, or by any party interested, to the Clerk of the Court, who shall, subject to those Rules, on being satisfied as to its genuineness, record the memorandum in a special register without fee, and thereupon the memorandum shall for all purposes be enforceable as a judgment of the Court:

Provided that—

- (a) no such memorandum shall be recorded before seven days after the despatch by the Clerk of notice to the parties interested;
- (b) where a workman seeks to record a memorandum of agreement between his employer and himself for the payment of compensation under this Ordinance, and the employer, in accordance with Rules of Court, proves that the workman has in fact returned to work and is earning the same wages as he did before the accident, and objects to the recording of the memorandum, the memorandum shall only be recorded, if at all, on such terms as the Court, under the circumstances, thinks just;
- (c) the Court may at any time rectify its register;
- (d) where it appears to the Clerk of the Court, on any information which he considers sufficient, that an agreement made before ascertainment of compensation between a workman and his employer for payment of a lump sum by way of compromise in satisfaction of all claims or an agreement as to the redemption of a weekly payment by a lump sum, or an agreement as to the amount of compensation payable to a person under any legal disability, or to dependants, ought not to be registered by reason of the inadequacy of the sum or amount, or by reason of the agreement having been obtained by fraud or undue influence, or other improper means, he may refuse to record the memorandum of the agreement sent to him for registration, and refer the matter to the Court, which shall, in accordance with Rules of Court, make such order (including an order as to any sum already paid under the agreement) as under the circumstances it thinks just; and
- (e) the Court may, within six months after a memorandum of an agreement as to compromise of claims or the redemption of a weekly payment by a lump sum or of an agreement as to the amount of compensation payable to a person under any legal disability, or to dependants, has been recorded in the register, order that the record be removed from the register on proof to its satisfaction that the agreement was obtained by fraud or undue influence or other improper means, and may make such order (including an order as to any sum already paid under the agreement) as under the circumstances it thinks just.

10. An agreement as to the redemption of a weekly payment by a lump sum, if not registered in accordance with this Ordinance, shall not, nor shall the payment of the sum payable under the agreement, exempt the person by whom the weekly payment is payable from liability to continue to make that weekly payment, and an agreement as to the amount of compensation to be paid to a person under a legal disability or to dependants, if not so registered, shall not, nor shall the payment of the sum payable under the agreement, exempt the person by whom the compensation is payable from liability to pay compensation, unless, in either case, he proves that the failure to register was not due to any neglect or default on his part.

11. The duty of the Court under this Ordinance, or of an arbitrator appointed by it, shall, subject to Rules of Court, be part of the duties of the Court, and the officers of the Court shall act accordingly.

12. No court fee, except such as may be prescribed under paragraph 11 of the First Schedule to this Ordinance, shall be payable by any party in respect of any proceedings by or against a workman under this Ordinance in the Court prior to the award.



13. Any sum awarded as compensation shall, unless paid into Court under this Ordinance, be paid on the receipt of the person to whom it is payable under any agreement or award, and the solicitor or agent of a person claiming compensation under this Ordinance shall not be entitled to recover from him any costs in respect of any proceedings in an arbitration under this Ordinance, or to claim a lien in respect of those costs on, or deduct those costs from, the sum awarded or agreed as compensation, except such sum as may be awarded by the committee, the arbitrator, or the Court, on an application made either by the person claiming compensation, or by his solicitor or agent, to determine the amount of costs to be paid to the solicitor or agent, such sum to be awarded subject to taxation and to the scale of costs prescribed by Rules of Court.

14. A committee, arbitrator, or the Court may, subject to regulations made under this Ordinance, submit to a medical referee for report any matter which seems material to any question arising in the arbitration.

15. The Minister may, by order, either unconditionally or subject to such conditions or modifications as he thinks fit, confer on any committee representative of an employer and his workmen, in respect of any matter in which the committee acts as an arbitrator, or which is settled by agreement submitted to and approved by the committee, all or any of the powers conferred by this Ordinance exclusively on the Court, and may by the order provide how and to whom compensation money is to be paid in cases where, but for the order, the money would require to be paid into Court, and the order may exclude from the operation of provisos (d) and (e) of paragraph 9 of this Schedule agreements submitted to and approved by the committee, and may contain such incidental, consequential, or supplemental provisions as appear to the Minister to be necessary or proper for the purposes of the order.

( Dated this fifteenth day of March, 1951.

W. J. McKELL  
Governor-General.

\ By His Excellency's Command,

H. L. ANTHONY  
for and on behalf of the Minister of State  
for the Interior.

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By Authority: L. F. JOHNSTON, Commonwealth Government Printer, Canberra.