Three years under the New Jersey Workmen's Compensation Law,

[American association for labor legislation, social insurance ctte.]

FOREWORD

When the Social Insurance Committee of the American Association for Labor Legislation was created in December, 1912, it was believed that the experimentation with various types of workmen's compensation laws which was then in progress should be followed as soon as possible by more permanent and uniform legislation based upon practical experience in America. With this end in view, inquiries have continuously been prosecuted for the purpose of bringing out the strong and the weak features of existing laws. By this means, it has been hoped, the principles which have met the test of practical experience might be given wider application, while those which experience has proven defective might be discarded in future legislation.

With one-half of the forty-eight states under the compensation system, the committee put forth a concise printed statement embodying its conclusions concerning *Standards for Workmen's Compensation Laws.* The essential features there outlined are urged on the basis of careful study of the whole question. As one of the functions of the Association for Labor Legislation is to promote the enactment of uniform labor laws, it has earnestly recommended these standards to the careful consideration of legislators and of those who are interested in social progress the country over.

Various types of compensation laws are now in operation. The Massachusetts model, the Michigan plan, the Ohio and the Washington systems, are much on the tongue. One year ago a member of our Social Insurance Committee through a hasty survey of the Massachusetts, Ohio and Washington insurance features brought to our attention their successes as well as some weaknesses.

In 1914 the secretary succeeded in raising a special fund for the purpose of continuing these investigations. Mr. S. Bruce Black and Mr. Solon De Leon, with several clerical assistants, were employed under the direction of the secretary

and in frequent conference with members of the Social Insurance Committee to make a thorough, impartial study of the actual operation of the New Jersey compensation law.

New Jersey was selected as being the first American state permanently to put into effect a compensation system. This law went into operation on July 4, 1911, and the records of three years' experience were therefore available. The law frequently had been recommended as a model in non-compensation states by groups of insurance men and employers. Certain enthusiasts of their number even hailed it as "the one compensation law in America which is satisfactory to all concerned." Under the circumstances, a careful investigation of the New Jersey plan appeared to be most desirable.

This investigation in New Jersey involved the examination of hundreds of court records and accident reports, numerous conferences with representative employers, workers, insurance men, physicians and lawyers, and many inquiries among the charity organizations and hospitals in addition to the following up of individual cases to the homes of the injured or of their dependents. The question continually in mind throughout the investigation was "Does the New Jersey law of 1911 satisfactorily fulfill the purposes of compensation legislation?"

Three dominant characteristics distinguished the New Jersey act of 1911 from the majority of compensation laws. These important features which were opposed to pronounced tendencies in recent legislation were:

1. The court procedure plan of administration instead of the board or commission plan;
2. No insurance requirement or regulation of insurance writing;
3. A low scale of compensation.

Briefly, the investigation showed that although compensation in New Jersey marked a great advance beyond the discredited liability system, there had been, nevertheless, under this New Jersey law, very many occurrences which were to be roundly condemned. In many cases no compensation whatever was paid. Petitions to the courts had frequently resulted in irregular settlements. Often injured workmen had been induced to settle for amounts less than

they were entitled to receive under the law, and judges had approved such settlements. In some cases the dependents of killed workmen had been totally deprived of compensation because the New Jersey law failed to provide proper security for the payment of awards. In other cases, even when dependents did receive the maximum amount under the law, the hardships involved in attempting to keep a family together on one-half the former income had been so extreme as to lead into the familiar channels of poverty, with aid from private charities, with the widow bowed over the washtub or straining her eyes at the needle, and with young children taken from school to swell the ranks of child labor.

The report of the investigation, in the following pages, traces step by step the most important developments under the New Jersey system during the first three years of its operation. This report discloses numerous pitfalls which, it is believed, should be avoided by future legislators and draftsmen not only in New Jersey but in all other states. With especial clearness the report indicates that every compensation law should provide for:

1. The creation of an administrative commission to enforce the law;
2. Security for the prompt and certain payment of compensation awards through some system of insurance; and
3. Necessary medical attendance, a waiting period of not more than one week, and a scale of compensation payments based on not less than two-thirds of wages.

Perhaps New Jersey, as one of the pioneer compensation states, may be excused for some of her early blunders, but surely neither New Jersey nor any other state can be held entirely blameless if in future legislation those blunders are either repeated or allowed to stand uncorrected. It is a pleasure to note that New Jersey officials have this month recommended to the legislature important amendments to bring the law up to the suggested standards.

JOHN B. ANDREWS, *Secretary,*
American Association for Labor Legislation.

New York, February, 1915.

Three Years under the New Jersey Workmen's Compensation Law

The New Jersey workmen's compensation act of 1911 was the outgrowth of an investigation made by the state "commission to investigate into the question of employers' liability," appointed pursuant to the legislative resolution of 1910. The bill recommended by this commission was passed by the legislature, and was approved by the governor April 4, 1911. The law went into operation July 4, 1911, the first state compensation act in America to become and to remain effective. Suit was instituted almost immediately to test the constitutionality of the measure, which after going through all the lower courts, resulted in a decision by the state court of errors and appeals upholding the act in July, 1914, in Lizzie Alida Sexton *v.* Newark District Telegraph Company.

The law was amended in several particulars by successive legislatures, but at the time of the investigation stood, in its main provisions, practically as originally enacted. It was elective as to private employers; as to the state and its counties, municipalities or other governing bodies or boards it was compulsory except with regard to employees receiving more than $1,200 a year or holding elective offices. Election to come under the act was presumed. The defenses of assumption of risks, fellow servant's fault and contributory negligence (except wilful) were abrogated for all employers, the grounds of liability to employees of contractors were extended, and the burden of proof of wilful negligence was shifted upon the employer. Employers coming under the act were to pay the compensation prescribed therein; employers not coming under the act were still liable to suits for unlimited damages. All private employments except casual labor were covered, including domestic service and farm labor. The injuries entitling to compensation were personal injuries by accident arising out of and in the course of employment, unless intentionally self-inflicted or the result of intoxication.

The scale of compensation provided was, at the time of the investigation, nearly four years after its enactment, one of the lowest in the country. No compensation was allowed for the first two weeks after the injury. Medical and surgical aid was limited to the first two weeks and to $50. For the dependents of workmen killed it provided from 35 per cent. for one dependent, to 60 per cent. for six dependents, of the weekly wage, with a minimum of $5 and a maximum of $10 a week, except that if the total wage was less than $5 full wages were to be paid, for a period of 300 weeks. For total disability it allowed 50 per cent. of the weekly wage during the period of disability, not to extend beyond 300 weeks, except in the case of permanent total disability, when the compensation was payable for 400 weeks; here also the lower and upper limits of $5 and $10 applied, except that if the total wage at the time of injury was less than $5, only that total was to be paid. If death resulted from an accident, the expense of the last sickness and burial were to be paid whether or not there were dependents, the burial expenses being limited, however, to $100. Non-resident alien dependents were excluded from benefits. No insurance or other security for payment of claims was required.

No administrative body was provided to enforce the act, but employer and employee were supposed to arrive at an agreement. Disputes were referred to the twenty-one county common pleas courts in the state, which had summary powers of settlement and which might also, in certain specified cases, upon application of either party, commute future payments to a lump sum discounted at 5 per cent. annually. To "observe in detail, so far as possible, the operation" of the act, and to report recommendations to the legislature, an "employers' liability commission" was created, composed of six members, at least two of whom must be representatives of organized labor, who were to hold office for two years. The members of the commission served without pay, but employed a permanent secretary and were empowered to call upon the state labor department for necessary clerical assistance.

As the law went into effect on April 1, 1911, and the investigation was carried down to practically the end of 1914, somewhat more than three years' operations under the law were available for study. It was found that each of the outstanding features

of the New Jersey law, namely (1) the court procedure plan of administration instead of the board or commission plan; (2) absence of any insurance requirement or sufficient regulation of insurance writing; and (3) a low scale of compensation, had resulted in hardship and injustice to the victims of industrial accidents or to their dependents.

Administration

Contrary to the practice in the majority of compensation states, New Jersey created no machinery for the administration of her workmen's compensation act. The "employers' liability commission" established by the law was in no sense administrative, its powers being limited to observing the operation of the act, to issuing annual reports, and to recommending to the legislature any changes which might upon experience be found advisable. The law provided the rules in accordance with which settlements were supposed to be made between the employer and the employee. Only when no satisfactory settlement could be reached was the state brought into the matter, by a petition to the county court of common pleas (of which there are twenty-one in the state) for a hearing. The court was required to hear such witnesses as were presented and "in a summary manner" decide the merits of the controversy.

Under this system one of the important purposes of a workmen's compensation law, the making accessible of full and accurate reports of all industrial accidents as a basis for computation of insurance rates and for preventive regulations, was utterly frustrated. The New Jersey law requiring all industrial accidents causing death or two weeks' disability to be reported to the department of labor resulted in the reporting in 1913 of 5,983[1] accidents, and in 1914 of 6,786[2]. The clause requiring insurance companies to report all settlements enabled the department to some extent to check the employers' reports; in a large proportion of cases it was found that the employer had not reported the accident. Of the 432 court cases reported during the fiscal year 1914,

[1]Employers' Liability Commission, *Report for the Year* 1913, p. 7.
[2]Employers' Liability Commission, *Report for the Year* 1914.

of which at least 111 were fatal, only 40 per cent. had been reported by the employer. In proportion to the total number of persons in gainful occupations in the state (1,074,360)[1], the 1914 accident figure would indicate a reportable accident rate of 6.3 a 1,000. In Massachusetts, where accident reporting is admittedly more thorough, 90,168 accidents were reported for 1913, of which 24.4 per cent., or 22,001, resulted in two weeks' disability or death,[2] indicating on a basis of 1,531,068[3] gainfully occupied a rate for this class of accidents of 14.4 a 1,000. In view of the similarity of occupational distribution of the population in Massachusetts and New Jersey, it seems probable that there occur in the latter state no fewer than 13,000 to 15,000 reportable accidents annually, of which only about half are now reported. The incompleteness of the New Jersey figures is recognized by the state officials themselves, the employers' liability commission declaring that during the fiscal year of 1913 reports were received from only about 1,000 of the 5,000 manufacturers listed with the department of labor.[4]

Of the accidents reported, only 12 per cent. of the non-fatal and 3 per cent. of the fatal occurred outside of the law. If the same ratio holds among the cases which are not reported, thousands of accidents must be occurring every year which are subject to compensation but in which there is no record whatever of any settlement that may have been made. For all administrative purposes these cases are irretrievably lost. The injured worker and his dependents may have received only a part of their legal benefits, or more probably were deprived of them altogether—in the absence of a central administrative body there is no way of determining which.

Only a small number, again, of the reported cases found their way to court. Between 250 and 300 of the accidents reported each year occurred outside the law and entitled the sufferers to no compensation whatever. Of the 2,047 accidents reported from the time the law went into effect, on July 4, 1911, to February 10, 1912,

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[1]Thirteenth Census, Vol. IV, *Occupation Statistics,* p. 124.
[2]Massachusetts Industrial Accident Board, *First Annual Report,* pp. 7, 18.
[3]Thirteenth Census, Vol. IV, *Occupation Statistics,* p. 111.
[4]Employers' Liability Commission, *Report for the Year* 1913, p. 5.

only 1,808 were covered by its provisions,[1] of which ten were settled by court appeal. In the fiscal year 1912 (November 1, 1911, to October 31, 1912, which partly overlaps the period just referred to) 6,635 accidents were reported, of which at least 6,271 were under the law; of these, 133 were referred to the courts.[2] As many as 5,983 accidents were reported for 1913 and 6,786 for 1914. Of these, 5,671 in 1913 and 6,513 in 1914 occurred under the law; but the court records, including several which due to the dilatoriness of the various county court clerks failed to reach the department at the proper time, numbered for these two years respectively 293 and 432. In 1912 the court cases formed only 6 per cent., in 1913 they formed only 6.8 per cent., and in 1914 they formed only 6.6 per cent., of all compensation cases.

The nature of the settlements in the cases not referred to court will be discussed later. The operations of the courts are the first consideration.

Under the New Jersey law a compensation case came into court either (1) because of non-agreement, or (2) because of non-payment, or (3) upon a petition for commutation of the claim to a lump sum. Somewhat more than half of the cases were brought in for the last named purpose.

For the one-year period, November 1, 1912, to October 31, 1913, Mr. Black examined the 293 court records transmitted by the clerks of the county courts to the state department of labor at Trenton; Mr. De Leon examined 428 of the 432 court records transmitted during the succeeding year ending October 31, 1914, four of these records being filed after the date of the study.

A careful study of the settlement of disputes under the compensation law, through the courts, shows that this method of administration defeated in a considerable measure the purposes of the compensation act because of

(1)) The delay of court procedure;

(2) The cost of court procedure; and

(3) The unfitness of courts for the settlements of compensation claims.

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[1]Employers' Liability Commission, *Report to Date of March* 19, 1912, p. 5.
[2]Employers' Liability Commission, *Report for the Year* 1912, pp. 5, 7.

Delay of Court Procedure.—Examination by Mr. Black of the court awards in the seventy-two fatal cases on file for the fiscal year 1913 showed that the average time elapsing between the date of the accident and the date of the award was twenty-seven and a half weeks, and that in only five cases had anything been paid the petitioner before the award was made. Examination of the court awards in 154 unselected non-fatal cases out of the 221 received by the commission during the same fiscal year showed that in the 130 cases in which the dates were given the average time from the date of the accident to the award was thirty-three weeks. In only thirty-five of these cases was anything paid the petitioner before the award, and in only sixteen was the amount approximated which was due under the act for the period before the award.

Similar examination by Mr. De Leon of the court awards in 111 fatal cases on file for the fiscal year 1914 showed that in the ninety-four cases in which the dates were given the average time between the accident and the award was thirty-four and three-quarter weeks, and that in only eleven cases had any benefits been paid before the award was made. Among 317 non-fatal records for 1914 there were only 232 in which both dates were given, and in these cases the average time elapsed between accident and award was thirty-seven weeks and one day. In only eighty-seven of the last named cases was anything paid to the petitioner before the award.

The following cases illustrate the delay in getting awards from the courts:

A widow and five children waited seventeen weeks for an award of $1,500. (No. 52.) (See Appendix for list of "One Hundred Seventy-Two Illustrative Cases.")

A widow and infant waited a year and twelve weeks for an award of $3,000 in weekly payments. (No. 345.)

A dependent mother waited two years and eight weeks for an award of $1,500 in weekly payments. (No. 343.)

Additional typical cases illustrating delay in the settlement of dependents' claims are Nos. 6, 8, 9, 21, 75, 303, 321, 347, 368, 408 and 412.

Not only dependents in fatal cases but workmen and their families in non-fatal cases were made to suffer by the delays of

court procedure in settling claims. Compensation is intended to be paid during the time when the workman or his family is without income. The delay involved in court action defeated this end, often with demoralizing effects upon the family. Thus:

William K., a carpenter's laborer, was injured by the fall of a floor on August 25, 1913. His left leg and three ribs were broken, and his knee and ankle were bruised, resulting in more than eighteen weeks' total incapacity and a permanent partial disability. Five persons, his wife and four children, were dependent on him. Two months after the accident the employer gave him $75 "as complete settlement," but followed this with various small sums until $82 had been paid, and then stopped altogether. The injured man petitioned the court for full compensation, and forty-two weeks after the injury received a favorable decision. The court estimated that the permanent disability amounted to a 75 per cent. impairment of the use of the leg, and awarded 131¼ weeks' compensation at $5.50 per week in addition to benefits at the same rate for the period of total incapacity. While the case was pending the injured man was obliged to receive charitable assistance for some time and to send his children to his mother for support. In order to recover the compensation legally due him he had to pay a counsel fee of $100. (No. 656.)

Joseph S., a hatter, was injured on December 24, 1914, by a falling shaft. He had a wife, and five children all between two and fourteen years. He was in a hospital for two weeks and then in bed at home, the entire treatment costing, he reports, more than $500. The casualty company with which his employer was insured stopped paying compensation after the first month, and it was not until five months thereafter that the court decided in favor of the man's claim. In the meantime the family was kept from starvation partly by the temporary work of the wife in a cigar factory and partly by help from fraternal societies. (No. 24.)

Joseph V., a workman with a wife and two children, received an injury to his eye causing temporary total disability. At the time of the investigation he had been disabled eight weeks and was still suing for compensation. The family was meanwhile supported by the work of the wife and the assistance of a charity organization. (No. 231.)

Even when there was no family dependent upon the temporarily incapacitated workman, the effects upon him of the law's delays were not infrequently distressing.

Mike R. was injured by a door falling on his arm, totally disabling him for twenty-two weeks and leaving the arm partially disabled. The employer was insured in a casualty company, but compensation was refused the injured. A lawyer instituted suit and after the case was postponed four times the lawyer and the insurance representative agreed to settle

for $190. Of the $190, $65 went to the lawyer and $27 to the physician who appeared as a witness. During the twenty-two weeks the man was totally incapacitated he had nothing to live on except $15 given him at various times by his lawyer. For the rest of his expenses he ran into debt. (No. 232.)

Richard H., a railroad worker, received a favorable award from the court twenty-two weeks after the accident which totally incapacitated him for at least 300 weeks. While awaiting the court's decision he was forced to incur debts for medical attention. (No. 107.)

Additional cases of this type are Nos. 455 and 644.

Often the period of delay was so long that benefits were not paid until the injured workman had completely recovered and returned to work. Of fifty-three awards for temporary total disability which were made by the courts in 1913, fifteen were for disabilities that had already ceased. Among the court records received by the department in 1914, many of which deal with injuries of earlier date, a number of similar cases were found. For instance:

Henry C. was injured on December 24, 1911, being disabled for six weeks. On December 9, 1913, a year and ten months after he had returned to work, the court ordered the payment of the benefits due. (No. 481.)

Dennis G., a laborer, was injured on January 18, 1913. It was not until June 29, 1914, a year and four weeks after the end of the disability, that the court awarded him a lump sum in payment of the overdue benefits. (No. 448.)

Similar cases are Nos. 138, 171, 462, 480, 482, 485, 491, 500, 574, 666, 696 and 697.

That this great delay was due to the system rather than to the New Jersey courts in particular is shown by an investigation made by the Maryland and New York Insurance Departments of settlements made by the Maryland Casualty Company in Illinois previous to the creation of an administrative board. In eighteen fatal cases it was found that the average time between the date of accident and the date of settlement was seven months and twelve days.[1] In contrast, reports of death claims filed with

[1]Maryland and New York Insurance Departments, *Report on Examination of the Maryland Casualty Company,* 1914, p. 28.

the Ohio Industrial Commission in 1914 show the average period between death and award to be seven and five-sevenths weeks for the 235 undisputed cases, and eleven and three-sevenths weeks for the twenty-nine disputed cases. In Massachusetts, according to a member of the industrial accident board, the average lapse of time in death cases when no question is raised as to liability and when no misunderstanding exists in regard to the amount due under the act, is approximately ten days. In cases where there is a question as to liability the average time elapsing between accident and settlement is forty-seven days.

Cost of Court Procedure.—In 131 of 154 unselected non-fatal court cases examined in New Jersey for the fiscal year 1913, the employment of counsel for both parties was specifically mentioned. The employment of counsel was also mentioned in fifty-nine out of sixty-nine unselected fatal cases in the same period. From lawyers who are engaged in compensation cases it was learned that only rarely did the petitioner go to court without a lawyer and that the defendant was almost invariably represented by an attorney.

The law provided that the fees payable to the attorney for the petitioner must be fixed by the court, and it was unlawful to collect or contract for any fee in excess of the amount thus fixed. Of the 154 awards mentioned above, eighty-four stated the fee allowed the petitioner's counsel by the court. The average fee in these cases was $66.50; the average award, $756. In four cases the fee for the petitioner's counsel was taxed against the defendant.

Of the 432 court records for the fiscal year 1914, all except four had been received by the employers' liability commission at the time of the investigation. Of the 428 records then on file, claimants' counsel fees ranging from $5 to $300 were mentioned as paid in 173 cases, making a total expenditure of $10,213. In thirty-three cases the fee was $25 and in thirty-one cases it was $50; the next most common fee was $75, of which there were seventeen instances. The average fee was over $59. Claimant's counsel fees were taxed against the defendant entirely in one case and in part in two cases. The following brief list illustrates the range of petitioner's counsel fees both in absolute amount and in proportion to the amount of compensation involved:

Case	*Fee*	*Compensation Involved*	*Percentage, Fee of Award*
(No. 439)	$ 15	$ 519	3
(No. 316)	100	2,055	5
(No. 386)	150	2,082	7
(No. 345)	300	3,000	10
(No. 574)	10	75.42	13
(No. 453)	50	342	14
(No. 356)	225	1,500	15
(No. 481)	5	30	16-2/3
(No. 540)	40	186	21
(No. 448)	45	180	25
(No. 462)	25	65	38

Other interesting examples of plaintiffs' counsel fees will be found in cases No. 21, 125, 303, 347, 355, 368, 480, 491, 581, 618, 656, 660, 666, 694, 696 and 697.

The defendant also had his counsel's fee to pay, and as it was not fixed by the court, and because the defendant could usually afford and found it advisable to employ the best lawyers, the average fee was probably larger than the fees paid by the petitioner's counsel.

As disputes involved the degree and duration of disability, a large proportion of all court hearings required expert testimony by physicians. Ordinarily each party had at least one witness and occasionally more were called in. A customary fee charged by physician witnesses was $25. Considering all these expenses, the cost of obtaining settlement through the court averaged from $150 to $175 for both parties. Occasionally the cost of an award was several times this amount. With an average award of $756, as in 1913, it is seen that the cost of a court hearing equalled between 1/5 and 1/4 of the award. In 1913, records of 293 court cases were filed with the department, and in 1914 this number was 432. The cost of litigation in these cases probably amounted to between $50,000 and $60,000 a year.

On the other hand, it was justly claimed by attorneys that the fees involved in compensation were not enough to make it worth while to take any case involving less than $300 or $400. It was

claimed that fees to the petitioner's counsel were based on the size of the award and not on work put in by the attorney. An examination of the records shows that, as might be expected, the size of the fee tended to vary with the size of the award. Obviously, however, a case involving only $30 might require as much time on the part of the lawyer as a case involving $1,500. In one case the lawyer might be awarded $10 and in the other $250. Small wonder that few minor cases ever got to court! Of the 293 court cases reported during the fiscal year 1913, 25 per cent. were claims resulting from fatal accidents, of the 432 court cases for 1914, 26 per cent. were of this nature. Only sixteen out of 139 records giving sufficient data in 1913, and only thirty of the 428 records for 1914 on file at the time of the study, involved amounts of less than $100. Yet experience in Massachusetts shows that only about 1/20 of all accidents over two weeks in duration are serious enough to entitle the claimant to $100 compensation. That the costs of court settlements tended to exclude minor claims is well illustrated by the following case:

John S. received an injury to his finger, for which his employer refused to pay compensation. Desiring to make an example of the company the man asked a lawyer to take the case fo court. The man was entitled to about $12 compensation. He was willing to pay the lawyer $50 to fight the case. The lawyer refused to take the case because it was unlawful to contract for any other fee than that fixed by the court. The court could not well make the fee larger than the award and the lawyer could not spend three or four days in court for $12. This man was practically excluded, by the costs involved, from his right to trial. (No. 233.)

Because the ordinary workman has no money, the lawyer taking his case depends for his fee on winning the case. In the securing of witnesses, also, particularly physicians, the workman is not able to guarantee payment and hence cannot secure the best witnesses. The employer here has the advantage also. The following case will illustrate the difficulties under which the petitioner's counsel was often placed.

John T. was permanently totally disabled when hit by a train in crossing the track. There was a question as to whether the accident happened in the course of employment. As the man had no money, the lawyer paid

$25 for the testimony of a physician and the wages of two fellow-workmen who served as witnesses. To secure the physician the lawyer had to guarantee the payment. If the case was lost the lawyer lost what he had paid and all compensation for his own time in addition. While the case was pending the wife and five children were living on charity. (No. 234.)

As the courts of common pleas were given power of summary action on questions of fact, few cases were carried to the higher courts. The cost of an appeal varied from $50 to $150 besides the attorneys' fees, and hence there was little disposition on the part of the workman to carry a case up.

From the foregoing it must be evident that the costs of litigation defeated, to a large extent, the intent of the compensation law, by excluding minor cases from the court and by giving an undue advantage to the more powerful party to a suit.

Unfitness of the Courts for Compensation Settlements.—Observation of the settlement of claims through the courts seems to show that their very nature tends to make them unfit for the settlement of compensation cases. The judge before whom a hearing on a claim for compensation is held has usually little knowledge of industrial processes and has neither time nor opportunity to become a specialist on this branch of the law. Under the common law, the petitioner had a jury of layman to hear his suit for damages, and there was usually at least one juror whose experience fitted him to judge of the peculiar facts involved. Also in many cases the hearing becomes a controversy between expert physicians of the contending parties. Not being a physician himself, the court usually decides in favor of the physician presenting the most plausible case. All this tends to induce erroneous judgments. In all these respects a commission especially entrusted with the task of settling compensation claims would be obviously superior.

The formality of court procedure, also, handicaps the wage-earner, who is often a timid, ignorant petitioner.

Under the New Jersey system of 1911, each of the twenty-one counties had its local court for the hearing of claims. For the fiscal year 1913 only five counties and in 1914 only eleven counties reported having handled more than ten cases. That the judges are not all familiar with the compensation law is to be expected, and the settlements made through the courts reveal a lack of uniformity

in the awards and many awards contrary to law. The only way to secure uniformity of awards is to substitute for this large number of shifting tribunals a permanent commission.

One frequent form of court award contrary to the terms of the law was that in which only part of the circumstances leading to claims were recognized as a basis for benefits. Under the law benefits were payable for medical care, for temporary total disability, for permanent partial disability, for permanent total disability, and for burial expenses. In many of the cases in which two or more of these bases for a claim existed, certain of them were overlooked in the court's decision.

John M. scalded his thumb so badly that amputation at the first joint was required, resulting in total disability for about two months. This man was entitled to medical care, to benefits for temporary total disability, and to benefits for the permanent partial disability consisting in the loss of one joint of his thumb. The court allowed compensation for the last point, but made no mention of the other two. (No. 618.)

Uriah S., a carpenter, died in two weeks from injuries received in the fall of a scaffold. The court awarded the widow the statutory weekly death benefits, but omitted to award payment for the expenses of the last sickness or for burial. (No. 321.)

Mabel B. lost four fingers and the palm of her left hand. The court award covered medical expenses and permanent disability, but made no allowance for temporary total disability. (No. 524.)

Additional cases in which serious omissions apparently were made in court awards are Nos. 207, 412, 419, 498 and 580.

Another way in which court awards failed to provide the full compensation due was by awarding less than full rate on the points which were recognized. For instance:

Elmer G. died, leaving a father and seven young brothers and sisters as dependents. Compensation should have been 60 per cent. of wages. The court awarded only 50 per cent. (No. 36.)

Although the law established $5 as the minimum weekly compensation payable except when the total wage was less than $5, cases have occured in which the courts awarded less than this amount.

Anton B. was killed while at work on a railroad, leaving a dependent

wife and three children. His wages were $12 a week, hence $5 a week was the lowest amount legally payable to his dependents. For part of the compensation period after two of the children would have passed the compensation age, the court awarded $4.80 a week. (No. 68.)

Paul C., also a railroad worker, was killed and left a widow and four children, two of whom were of compensation age. As his wages were $11 a week, $5 weekly was the minimum benefit legally payable. The court awarded $4.95 weekly. (No. 69.)

Gross ignorance of the law on the part of the courts would seem to be the only explanation for such awards as the following:

Penrose P., an elevator boy aged 17, was killed on March 29, 1912. The court denied his mother's claim for compensation on the ground that the deceased was an illegitimate child, although the law unqualifiedly includes parents as dependents and also recognizes illegitimate children on the same basis as legitimate children as recipients of compensation. (No. 310.)

That the employer also suffered from the failure of the courts to follow the law is seen in the following awards:

Martin F., received an injury to his eye. For complete loss of the eye he would be entitled to $600 in weekly payments. The court, for less than the total loss of the eye, awarded $900 in weekly payments. (No. 12.)

Thomas K. lost half of his second finger and under the law was entitled to half the compensation for the loss of the whole finger, namely, $5.17 for fifteen weeks, or $77.55. The court said that whereas the loss of a whole finger entitled to 50 per cent. of the wage for thirty weeks, for the loss of half the finger the man was entitled to 25 per cent for thirty weeks. As 25 per cent. of the wage was less than $5 the award was fixed at $5 for thirty weeks, or $150. (No. 40.)

In the commutation of claims to lump sum payments irregularities to the detriment of the wage-earner are of common occurrence.

The original New Jersey law provided for the commutation to lump sum of the weekly payments upon application of either party when it should in the eyes of the court appear to be "in the interests of justice." To be valid it was required that all commutations be approved by the court. The law stated no rate of discount or method of determining a just commutation. Because the courts were unduly lenient (See Nos. 47, 50, 52, 65 and 100) in

the granting of commutations the law was amended in 1913 to require more specific reasons why commutation should be allowed and to fix the rate of commutation at 5 per cent. simple discount. The courts remained, however, very lenient in the granting of commutation. In the year ending October 3, 1912, 67 per cent. of all awards made by the court were for commutations to lump sums[1]. During the year ending October 31, 1913, half of which was after the amendment making more stringent the requirements for commutation, 293 cases were taken to the courts of common pleas and 162 or 55 per cent. of the awards were commutations. Only three petitions for commutation were refused. Of the awards in seventy-two fatal cases, in that year, forty-one, or 57 per cent., were commutations, while of the 221 awards in non-fatal cases 121, or 54 per cent. were commutations[2]. In 1914 the court cases reported to the department numbered 432. Fatal cases were at least 111, of which commutation was granted in twenty-seven cases, or 24 per cent. Non-fatal cases were at least 317, of which commutation was granted in 123, or 38.9 per cent. Of all court cases for 1914, commutation was granted in at least 150, or 35 per cent. Only fourteen petitions for commutation were refused in the 428 records examined for 1914.

In the making of commutation there was no regularity in the method followed in determining the amount. Of the forty-one commutations allowed for fatal injuries in 1913, twenty were made to dependents entitled, without commutation, to $5 for 300 weeks. The amount of the awards varied from $750 to $1,500, no given amount occurred more than three times, and only one (No. 38) agreed with the table of 5 per cent. commutations worked out by the secretary of the employers' liability commission for the guidance of the courts.

Nine of these awards were made between April 1, 1913, the date when the amendment fixing the rate of commutation became effective, and the close of the fiscal year on October 31, 1913. Two of them granted amounts greater than the legally commuted value of the claim, but six were below. The following comparison shows the fluctuation in the awards and the reason assigned for allowing the commutation to take place:

Case	*Gross Sum Entitled to*	*Value Commuted at 5 per cent*	*Amount Actually Awarded*	*Reason for Commutation*
(No. 8.)	$1 500	$1,317.79	$750	First award $1,200 appealed to supreme court and parties agree to $750
(No. 117.)	1,500	1,317.79	900	Parties agree
(No. 69.)	1,500	1,317.79	1,125	Agreement of parties
(No. 19.)	1,500	1,317.79	1,250	Agreement
(No. 42.)	1,500	1,317.79	1,275	Agreement
(No. 44.)	1,500	1,317.79	1,275	Agreement
(No. 38.)	1,500	1,317.79	1,317.79	First settlement for $750, but redetermined
(No. 75.)	1,500	1,317.79	1,328	Not stated
(No. 43.)	1,500	1,317.79	1,375	Agreement

Two of these men, Andrew K. and George M., were killed in the same plant, a dry dock, on the same day, February 1, 1913. The wages were the same and each left a widow as his sole dependent. The same judge made the awards in the same month, one widow got $1,275 and the other $1,375. Commutation according to law would have been $1,317.79. (Nos. 42 and 43.)

Particularly striking among the short commutations revealed by the 1914 court records were the following:

The widow of a machine hand killed in a linoleum plant was entitled to $5.50 for 300 weeks, a gross sum of $1,650. The legally commuted value of this sum was $1,449.56, but the court allowed a lump sum settlement of $1,050, making a shortage of $399.56. (No. 307.)

The widow of a railroad bridge tender petitioned for a lump sum payment of her claim in order to undergo a necessary operation. The legally commuted value of the benefits due her was $1,510.18. The court allowed a settlement for $1,223.93, a shortage of $286.25. (No. 304.)

The wife and three small children of a railroad laborer were entitled to $5 for 300 weeks when he was crushed at work. As the weekly benefit would not support the family in this country the mother applied for commutation in order to return to Europe. The present value of her claim was $1,317.79, but the court allowed a settlement of $1,067.31; the shortage was $250.48. (No. 305.)

Further official record of illegal commutations allowed by the courts in fatal cases is to be found in Nos. 64, 306 and 368.

Discrepancies between lump sums legally due and lump sums actually paid occurred also in non-fatal cases.

Charles C. lost his right eye by injury from a concealed needle. As he was earning $12 a week, he was entitled to $6 weekly for 100 weeks,

or $600 in all. The court allowed a settlement, by "mutual agreement of the parties," of $175, a shortage of at least $400. (No. 413.)

James B., a blacksmith in a ship and engine building plant, lost the sight of one eye. His claim was settled by two lump sum payments. The man was entitled to $941.59, but received altogether only $798, a shortage of $143.59. (No. 414.)

Marinus H. a minor, fell under a train and had his left leg crushed, necessitating amputation below the knee. As his wages were only $4 a week he was entitled to full wages for 125 weeks, or $500 in all. He and his guardian accepted $423.60 in full settlement of the claim, and this settlement the court subsequently allowed, although it was $48.81 below the legally commuted value of the benefits due. (No. 708.)

Nos. 428, 641 and 660 are still other cases of this type.

From the foregoing facts it is apparent that the courts were much too willing to accept any agreement that might have been entered into between the parties.

Not all lump sum payments, however, were made because future benefits had been commuted. Another reason, all too frequently found, for such payments was that by the time the award was made compensation payments were frequently long overdue. In such cases it was customary for the court to award a lump sum covering all overdue sums, without discount. A number of such cases have already been discussed under "Delay of Court Procedure."

Another harmful result of having the New Jersey compensation law administered by the courts was the handing down of conflicting opinions by different county courts in similar cases.

For instance, the New Jersey law declared that "every contract of hiring made subsequent to the time provided for this act to take effect" was presumed to come under the act. This provision was highly ambiguous. In the cases of workmen hired outside the state but injured in the course of employment inside the state the courts have had difficulty in deciding whether the law applied or not, and two contrary groups of opinions have grown up. Some of the courts seemed to hold that the place of hiring was the determining factor, and that the New Jersey law could not be made to apply to contracts entered into elsewhere, no matter where the injury occurred. Thus among the 1914 court records these two cases appeared:

Amos G., a railroad brakeman, was killed while on duty in the state of New Jersey. His widow's claim for compensation was rejected by the court on the ground that the contract of employment was made in Philadelphia. (No. 393.)

Patrick S. lost the sight of one eye in a work accident occurring in New Jersey. His petition for compensation was dismissed by the court on the ground that the contract of hiring was made in New York, and that therefore the New Jersey law "has no application to the present case." (No. 418.)

On the other hand, some courts were just as emphatic that the place where the work was to be done, and not the place where the employment contract was made, was the decisive consideration, and awarded compensation accordingly. Perhaps the strongest opinion on this side is to be found in Rogge *v.* American Radiator Company:

John R., a sales agent, was killed in New Jersey by being thrown from an automobile owned by the company he worked for, in which he made his daily tours. The company contested the widow's claim on three points, one of which was that the contract of hiring was not made in New Jersey. The court overruled all three points, saying on the one in question:

"The general rule to be deducted from the cases in that when contracts are made in one jurisdiction, to be performed, either wholly or partly, in another jurisdiction, such contracts are governed by the laws of the jurisdiction where the performance is to take place,—the *lex loci solutionis* . . . .

"It seems to me that any other rule of law would work great injustice and hardship, and some illustrations might be cited to show this. I might refer to a factory in the city of Elizabeth, in this county, where more than 7,000 men and women are employed; under the contention of the respondent the owners of that factory could avoid responsibility to its employees for injuries, by making its New York office the place of hiring." (No. 345.)

Another point on which the courts were at variance was the attitude to take toward payments occasionally made by employers in excess of the statutory compensation. Frequently the excess of such past payments was allowed by the court to be credited against payments still due. This was the view held in the following cases:

The employer of Henry M. paid $260 for his burial expenses, and the court allowed the amount in excess of the legal maximum of $100 to be

deducted from the amount due the widow and daughter in weekly benefits. (No. 386.)

In awarding William A., a chauffeur, benefits for the loss of the use of his hand, the court credited against the award not only various sums amounting in all to $160 which had already been paid, but also $31 medical expenses given in excess of the legal requirement. (No. 457.)

No. 592 shows the same feature.

The conflicting view was that overpayments could not be credited against future benefits. Thus:

Joel H. was incapacitated for seventeen weeks. His wages being $16.50 a week, he was entitled to weekly benefits of $8.25. The company made a few payments of $10 a week and stopped. Upon appeal to the court a judgment of $8.25 weekly for fifteen weeks was secured, in accordance with the law. Against this award the company wished to set off the $1.75 weekly excess previously given during a few weeks. The court, however, cited authority to show that compensation payments were expressly made periodical to serve in lieu of wages, that they could not be prepaid without authority to commute, and that consequently the excess would have to be considered as gratuity. Of the two payments of $10 each made during the first two weeks of disability, when no compensation was due, the court allowed $8.25 for each of these two weeks to be credited on future payments. (No. 585.)

In the case of Charles S. the court made no allowance at all for overpayments. The employer had paid full wages of $8 a week for sixty-six weeks, whereas the law required $5 weekly for 168 weeks. The court credited on future benefits not the gross sum paid out, but the legal minimum for the weeks in which payments were made, disregarding all the excess. (No. 622.)

Further disagreement seems to exist between the courts as to the liability of railroads for compensation to employees killed or injured in interstate commerce. In a number of cases compensation has been awarded to such employees.

Peter F., a brakeman, was run over and killed by a train. There were no dependents, but $100 burial expense was recovered from the company. (No. 372.)

John F., a freight conductor, was struck and killed by a locomotive. The widow secured through the court $10 a week for 300 weeks. (No. 350.)

But:—

Ernest P., a conductor, was struck by a passing train and died of his

injuries. The court rejected the widow's claim for compensation on the ground that her husband was engaged in interstate commence. (No. 409.)

In a number of cases of temporary disability, weekly payments for a fixed number of weeks have been ordered, although the disability was at the time still continuing and its future duration could not possibly be known.

Karl R. sustained a broken rib and elbow on August 8, 1912. On June 16, 1913, forty-three weeks later, the court approved an agreement for the payment of compensation at $10 a week for 150 weeks, or for 103 weeks after the decision. (No. 137.)

Frank B. broke his arm on September 8, 1912. On June 2, 1913, thirty-eight weeks after the accident, the court decided that the disability would continue for seventeen weeks longer, and rendered an award accordingly. (No. 236.)

Some courts, however, refused to make awards running to a definite point in the future. It is interesting to note in this connection the comment of the judge who refused commutation in Tierney *v.* Central Railroad of New Jersey:

"In England, under workmen's compensation laws, the higher courts have held that the court's order of compensation cannot make prospective awards; that in the first place a judge who did so would take upon himself the function of a prophet, and in the second place would shift upon the workingman the onus of showing a continuation of his incapacity if such incapacity existed at the end of the period for which compensation was allowed." (No. 54.)

It is equally true that if the actual disability proved less than that fixed by the court, the employer would have been assessed too much. Although the law provided that such cases might be reopened by either party, the delay and cost, for the decreased amount involved, tended to make this recourse impractical. Also, the courts in a number of cases approved settlements expressly stating that such settlement should be full and final.

William T. was apparently permanently disabled by a fall which resulted in necrosis of the hip. He was under the law entitled to $5 a week for 400 weeks. The court, however, approved on November 12, 1912, the following agreement:

"It is ordered that the sum of $600 be paid . . . in full payment and satisfaction of all the personal injuries developed or as yet undeveloped

sustained by the said William Tallon by said accident, whether said William Tallon shall, within the period or one year hereafter, totally or partially recover from said injuries, or whether said disability shall continue total in character, or whether such injuries shall result in death." (No. 238.)

A factor which interferes with the efficient administration of a compensation law by the courts is the fear entertained by many victimized workers that a court appeal will cost them their employment. The following instances may be noted:

Henry F., a store employee, received an injury resulting in a hernia. His employer was insured, but the casualty company refused to pay for the permanent partial disability. Henry would not appeal to the court for fear of losing his job. (No. 72.)

Dora S. was injured in the course of employment. The company paid her medical expenses, but refused to do anything further. Dora would not carry the case to court for fear of being discharged, and was forced to apply for charity. (No. 78.)

While this fear on the workers' part may in some cases have been unfounded, it was nevertheless sometimes deliberately inspired by employers or by their representatives.

Henry N. was injured, but stated that he dared not make a claim because the superintendent had warned him that the rate of insurance would thereby be increased on account of the bad experience of the firm. (No. 160.)

Tony S., a married man with two children, was struck in the eye by a chip of steel from a chisel, which disabled him for five weeks. No compensation was paid. The man was destitute and applied for relief to a charitable society, whose visitor took up the case with the company. The foreman then threatened the injured man with dismissal, accusing him of having hired a lawyer. (No. 32.)

Nor were these threats of discharge for daring to claim one's legal due empty ones. In some cases they were acted upon. Workmen have actually lost their positions for taking legal steps to obtain what was legally theirs!

Anthony E. suffered a scratched finger and the resulting infection necessitated three operations, extending over a period of three and one-half months. The insurance company stopped payments after thirty weeks, and on the advice of his superintendent the man signed a release. Later, however, he consulted a lawyer, claiming $190 additional for his nineteen

weeks' total disability. At his request the attorney wrote the employer, stating the law. Before the letter was received the superintendent told the man he would be dismissed if a letter did come from the lawyer. The letter arrived and the threat was carried out. (No. 253.)

Perhaps no one case so completely illustrates the delay, the expensiveness, the painful effects upon the family, and the general inadequacy of court administration, as that of a widow with five children who fought her case up through three courts, won at every point, but at the time of the latest information was still without a cent of compensation.

James K. was killed on December 8, 1912, by a street car while working for a paving company. The street car company settled for $800 with the widow, who then sued for compensation from the paving company. Although the court of common pleas, the supreme court and the court of errors and appeals all sustained her claim, up to the time of the investigation she had received nothing. One daughter, thirteen years old at the time, went to work after the father's death, and after two years was receiving only $3.33 a week. The widow did washing and other day's work until she was no longer able. Another daughter, aged nineteen, was receiving $6 a week. There were also in the family a boy of fourteen, a girl of ten, and an older son, aged seventeen, who was sick and out of work most of the time. The wages of the two girls, and charity, were the sole support of the family. Nearly one-third of the compensation awarded her would, the widow declared, go to her attorney for taking the case to three courts. (No. 21.)

In short, administration of a workmen's compensation law through the courts, a number of separate and scattered tribunals already overburdened by their ordinary business and more or less likely to be unfamiliar with the law, results harmfully in that: (1) serious delays occur, defeating one main purpose of a compensation law, namely to care for the injured or his dependents financially during the period of no earnings; (2) fees necessarily paid to attorneys eat up large portions of the awards; (3) settlements in violation of the law are frequently sanctioned by the courts or even ordered by them on their own initiative; (4) conflicting opinions are handed down, confusing and complicating the whole system and making justice a matter of location, not of law; and finally (5) many meritorious claims are not pressed because of fear that court action will result in dismissal from employment.

A more unsatisfactory system, from the injured worker's point of view, would be hard to devise.

Irregular Settlements Outside of Court.—The delay and expense, the unequal footing of the parties in the courts, and the workmen's unfamiliarity with and inherent fear of court procedure, all operate to reduce the number of cases referred to these tribunals.

As previously shown, in the fiscal year 1912 only 6 per cent. of all compensation cases reported were taken to the courts. In 1913 the percentage was 6.8 and in 1914 it was 6.6 As a result, there was no supervising authority to see that the vast majority of claims were properly adjusted, and in the very brief published reports of the employers' liability commission figures are given indicating that even on the face of the returns made by the employers and the insurance companies there were a large number of cases in which the awards were not according to law. As our investigation has shown, there must be many more cases not reported to any authority, and it is among these that we expect to find the worst conditions. In not a few cases no compensation at all was paid, and as a result the wage-earner and his dependents were exposed to poverty and suffering.

Mary A., a widow with six children, four of whom were entirely dependent on her for support, worked on a mangle in a laundry. Her arm was broken by the machine, resulting in a permanent disability. No compensation was paid her, and her absence cost her her job. (No. 93.)

Charles S., a $10 a week laborer in a large asphalt manufactory, was killed on November 5, 1913. His four dependents received nothing. The case was never carried to court. (No. 810.)

Anders E., who earned from $18 to $24 a week, was killed on September 3, 1914, leaving a widow and five children, three of whom were of compensation age. When visited on November 10, the family had received no payments and were in difficult straits, living on money earned by the children or contributed by church, friends and fellow workmen. The sixteen year old boy was forced to leave school and go to work. When application was made for compensation, the employing company said that the matter was in the hands of the insurance company. The insurance company had taken no action, not even paying burial expenses. (No. 23.)

Michael W., James D., Thomas T., William M., and George H., railroad employees, were killed at different dates in 1914. In no case was any compensation paid, even for burial expenses, the company's statement being

uniformly that "no one has qualified" to receive it. (Nos. 825, 827, 828, 830, 836.)

Nos. 29, 160, 258, and 848 are other cases in which the injured workman or his dependents failed to receive compensation.

In other cases only a meager fraction of the amount legally due was paid by the employer.

John B. was totally disabled for five months by an injury which left him with a permanent partial disability of the arm and shoulder. His employer at first refused to pay any compensation at all, but finally gave him $20 in settlement. The family was supported for four and a half months by charity, and medical attendance was given free during the whole period of incapacity. (No. 19.)

Dennis E., a contractor's laborer earning about $12 a week, died on June 17, 1914, of tetanus caused by a wound received while at work five days before. He left six dependents, who were legally entitled to a lump sum award of $1,897.61, in addition to $100 for burial expenses and the costs of any medical treatment. The employer gave the widow just $250, out of which she paid $150 for funeral expenses. (No. 821.)

In Nos. 32, 33, and 78 only a few dollars—certainly less than the compensation—was paid, but the entire amount due cannot be exactly determined.

The following table gives the amounts legally due and amounts paid by employers without supervision in certain fatal cases where the exact figures are available:

Case	*Amount Due*	*Amount Paid*
(No. 256)	$1,500.00	$550.00
(No. 257)	1,500.00	600.00
(No. 838)	1,500.00 (at least)	100.00
(No. 375)	1,317.79	750.00
(No. 976)	1,317.79	800.00

Probably on account of the employer's unfamiliarity with the law rather than through his intention to defraud the workman, settlements were sometimes made from which part of the compensation was omitted. The law provided that payment for dismemberment as stated in the act must be in addition to the payment of compensation for temporary total disability. It is claimed that frequently payment was made for dismemberment only or for the temporary disability only. The workman, to be sure, might have recourse to court procedure in any such case, but, as

has already been explained, the difficulties were such that further action was seldom taken. For example:

Albert B. had his third finger crushed on July 14, 1914, necessitating amputation at the first joint. The employer began the payment of compensation at the end of the third week and continued for eight weeks, when the workman was requested to and did sign a receipt for settlement in full for $69.12. The law provides for compensation for ten weeks, or a total in this case of $86.40. The employer apparently did not know that payment for dismemberment was for a fixed number of weeks, from which the first two weeks were not to be deducted as in cases of temporary disability. (No. 152.)

Rose R., who worked in a thread factory, received a permanent injury to the index, second and third fingers. The employer paid about $150 for the period of total disability, but no compensation for the permanent disability. Through a lawyer approximately $200 more was obtained. (No. 155.)

In still other instances, when other compensation was due, the payment of benefits for the period of temporary total disability was neglected. For example:

Steve A., a laborer in a linoleum factory, fractured his hip on December 8, 1913, and died from the injury about six and one half weeks later. While the employer paid medical expenses and promised the widow the compensation due her for her husband's death, he neglected to pay any benefits for the four and one half weeks of temporary total disability. (No. 961.)

No. 445 illustrates another similar omission.

The New Jersey law as first enacted required the payment of burial expenses only when no dependents survived. But by an amendment taking effect April 17, 1914, such payment with a maximum of $100 was required in all fatal accidents. Employers failed to comply with this provision, however, in a large number of cases.

John S. was fatally burned on September 6, 1914. His wife and child were promised the legal benefit of $5.18 a week for 300 weeks, and the employer also paid $40 for medical expenses. But no burial expenses were paid. (No. 843.)

Nos. 825, 827, 828, 830, 835, 851, 874, 903, 911, 913, 918, 979 and 994 are other fatal cases which occurred subsequent to April 17, 1914, but in which, contrary to the law, no burial expenses were paid.

The insurance companies, whose methods of payment have not, under the New Jersey law, been supervised in any way, have also been found to make grossly irregular settlements. The latest available figures, those for the year 1913,[1] show that out of the cases in which reports were received, irregular settlements were made in a total of 206 non-fatal cases. Out of these, 141 were instances of shortages varying from $1 to $760, eighty-eight of which occured in settlements made by insurance companies. Workmen who sustained mashed fingers, crushed feet, injured eyes, pierced lungs and a host of other industrial injuries, were given by casualty companies only a fraction of their legal due. It can hardly be claimed that such shortages were the result of ignorance of the law.

In the 206 cases, there were fifty-five lump sum settlements made without the approval of the courts, forty-one of which were made by insurance companies.

One complaint made against the insurance companies is that they pay compensation for a time after the injury, but then, when a large part of the compensation has been paid, ask the injured workman to sign a release for the remainder of his claim.

Mark F. received an injury which totally disabled him for a long period. After the insurance company had paid weekly benefits for nearly a year, it asked the man to settle the remainder of his claim for $50. The injured man consulted a lawyer, who brought suit and secured an award of $950. (No. 149.)

Other instances of such practices are Nos. 250 and 253.

The joint investigation of workmen's compensation laws made by the American Federation of Labor and the National Civic Federation estimates that "not over 60 per cent. of the amounts payable under the New Jersey statute are being paid."[2] The results just cited confirm this conclusion.

Security for Payment of Compensation Awards

For the protection of the worker from the danger of insolvency or financial irresponsibility on the part of the employer, all

[1]Employers' Liability Commission, *Report for the Year* 1913, pp. 11-13.
[2]Senate Document, Sixty-third Congress, Second Session, No. 419, p. 44.

but seven of the twenty-four compensation states have made insurance in some form compulsory upon the employer. Among the seven has been New Jersey, which has permitted insurance but not required it. As a result, in cases of business failure or lack of property on the part of the employer this investigation shows that even court action has been powerless to force the payment of the compensation legally due.

Even the largest corporations sometimes become insolvent. In 1912, according to the report of the Bureau of Statistics of New Jersey[1], sixty-six manufacturing establishments in that state closed permanently. Ten of these gave bankruptcy as the cause of closing, ten went into the hands of receivers, four dissolved, two failed and two were "in liquidation." Moreover, the worker's insecurity is increased by the fact that compensation payments not infrequently extend over as long a period as six or eight years.

Here are two convincing examples of the loss of compensation through the insolvency of the company:

Antonio L., was killed while moving a building. He left a wife and three little children. Though the widow put her case into the hands of a lawyer, she could not collect anything because the firm was insolvent. She was unable to work and had to ask for charitable assistance. (No. 45.)

Edward W. was permanently incapacitated for work by a fractured skull. After fifty weeks' benefits, or $500, had been paid, his employer went into bankruptcy. When the case came into court, on March 7, 1914, the present worth of the remaining benefits was $3,016.68. On account of the employer's financial straits the court awarded Edward only $2,000. The failure of the New Jersey law to require the insurance of risks deprived this totally incapacitated man of $1,000 legally his. (No. 415.)

Even when the employer had insured himself, compensation to the injured workman was not, under the New Jersey system, thereby made certain. If the employer had become insolvent, the aim of the compensation act was defeated. Under the old system of common law liability, before compensation acts were passed, insurance companies issued policies which indemnified the employer for judgments against him, but did not secure payment to

[1] *Thirty-sixth Annual Report*, pp. 258-259.

the injured workman. Under the New Jersey system the policies for compensation insurance ordinarily issued continued to be of that type. For example, a corporation became insolvent while liable for compensation to two injured workmen. The cases were taken to court and judgments were obtained against the company. The firm was insured, but since the policy merely protected the employer against loss, and the employer, being insolvent, could not pay, nothing could be collected for the workman. Where the law makes insurance compulsory, states have required that insurance policies do not simply indemnify the employer but secure the payment of compensation to the workman.

Then there was the danger of the employer's being financially irresponsible. A lawyer who made a specialty of compensation cases stated that this was not infrequent. Such cases are especially likely to occur in the building trades, where a large proportion of the men are employed by sub-contractors. Because a sub-contractor had no collectable property, a lawyer has even been known to make no attempt to adjust the claim.

Elmer F. was a painter who was killed by a fall, leaving a young wife and baby who were clearly entitled to compensation. But the contractor for whom he had been working possessed no collectable property. The house in which he lived and even the automobile he used were in his wife's name. Because she could secure no compensation, the young widow was forced to leave her child to the care of others and to go to work in a factory. (No. 226.)

Robert P. was obliged to appear in court twice, the second time more than a year after the date of his injury, and finally to accept in final settlement a lump sum only $48 more than the overdue payments, "since the defendant has no business or assets out of which payments may be made." Not even the man's hospital bill incurred during the fortnight after his injury had been paid at the time of his second appearance in court. (No. 538.)

George C., a carpenter injured by the collapsing framework of a building, was disabled for over ten months. The employer was a sub-contractor. The owner of the building was insured and the injured workman made claim for compensation from him but was refused. Suit was brought against the sub-contractor, who was held responsible; but as he had no property it was impossible to collect any compensation. The workman lost ten months' pay, lawyer's fee and the costs of medical attendance, including an operation. (No. 127.)

The conclusion to be drawn from these instances is admitted

by the state employers' liability commission which has in each of its three reports to the legislature recognized the need of compulsory insurance.

To attain one of the chief ends of any compensation law, namely, certainty of payment, and that without delay or litigation, the insurance of risks must be made compulsory.

Scale of Compensation

In spite of successive amendments, the scale of compensation provided in the New Jersey act was at the time of this study one of the lowest in the country. It entitled the injured workman to only two weeks' medical attention, with a maximum of $50. For the dependents of workmen killed, it provided from 35 per cent. of the weekly wage for one dependent, to 60 per cent. for six dependents, for a maximum period of 300 weeks. For total disability it allowed 50 per cent. of the weekly wage, during the period of disability, not to extend beyond 300 weeks, except in the case of permanent total disability when the compensation was payable for 400 weeks. It provided no compensation for the first two weeks after injury. In fatal cases burial expenses were allowed up to $100.

Medical Attendance.—With reference to medical attendance, a justifiable objection was raised by the New Jersey workman that he was compelled to accept the doctor provided by the employer or pay the costs of medical services himself. The employer, or the insurance company if the employer was insured, stopped compensation payments when the physician attending the injured pronounced him fit to work.

> Albert H. received a severe injury to his eye from a particle of iron filing. He was disabled for ten weeks but received no compensation. To keep his wife and three children from starvation he turned to a charity organization. When this charity society tried to learn the extent of the injury from the doctor who made the examination, the doctor refused to make any statement except to the employer who had engaged him. (No. 2.)

This difficulty has been eliminated, in states having boards or commissions to administer the law, by giving the administrative

board power to appoint an impartial physician to examine the injured without cost or delay and report to the commission.[1]

But by far the most serious objection to the provision for medical attendance in the New Jersey law was its inadequacy. $50, or two weeks' medical attendance, is frequently not enough to insure the early recovery of the injured and his restoration to full earning capacity. Besides, it has often proved an injustice and a discrimination against accidents requiring a proportionately great amount of medical attention, in favor of accidents which require proportionately little medical attention but occasion a comparatively long period of disability during which compensation is payable. For example:

James B., an eighteen-year-old truckman, lost a thumb. He was totally disabled for six weeks and for loss of thumb received compensation for sixty weeks in addition. The medical cost in this case was only $8, paid by the employer. (No. 71.)

But another case:

James A., a press hand who lost his second finger, was totally disabled for 24 weeks and received a specific indemnity of 30 weeks in addition, but the medical bill was $85, only a part of which was paid by the employer. (No. 13.)

Walter C., a carpenter, lost one-half of the second and third fingers. He was disabled for 27 weeks and received 25 weeks' additional compensation for the permanent injury. But his medical bill amounted to but $5.50. (No. 57.)

On the other hand:

Mary G. received a severe injury to her hand which disabled her for 47½ weeks. Her medical bill was $77, a considerable part of which was not provided for under the New Jersey law. (No. 179.)

Paul M. employed by a cable company, received a severe injury to his leg which necessitated hospital treatment for ten and one-half weeks. Eight and one-half weeks of this were not covered by the act. (No. 80.)

Lars L. received an injury to his leg on May 13, 1913, which required hospital attention until the following July 6. Of these five weeks' treatment the employer was liable for only two. (No. 88.)

The three cases last cited are representative of a considerable

[1]See Wisconsin workmen's compensation law, Section 2394-12.

proportion of all industrial accidents. Of fifty men brought to the Newark City Hospital during four months in 1914 as the result of industrial accidents, the average time in the hospital for the forty-four non-fatal cases was twenty-four days. Of these cases, twenty-three remained under fourteen days, sixteen over thirty days, three over sixty days and two over ninety days. In twenty-five cases of fractures which could be identified as due to work accidents, the average time in the hospital was thirty-seven days. These are all more or less serious accidents, and do not include those which necessitated hospital attendance for less than a day or which received only first-aid treatment.

Infection, which, in Wisconsin for the twenty-two months ending July 1, 1913, caused more than 6 per cent. of all the disabilities of over two weeks' duration, frequently does not become serious in less than a fortnight. In such cases a burden is thrown on the injured worker which he should not be compelled to bear. For example:

Paul R. had his toe crushed in a stove foundry. The company applied first aid treatment, but did nothing further. More than two weeks later, infection set in and the man was obliged to spend nearly six weeks in a hospital. The employer was not required to pay the hospital bill of $33.25 or the medical bill of $12, since they were contracted after the first two weeks. (No. 171.)

Frank T. had a somewhat similar experience. An iron beam fell on his foot and three toes were crushed and had to be amputated at once. The cost of this first operation fell on the employer, but when, several weeks later, infection developed from the injury and a part of the foot had to be removed, the workman was obliged to stand the expense himself. (No. 154.)

In No. 259 a very similar situation arose.

In a considerable number of cases, accidents either make necessary an operation after a considerable time, or give rise to such conditions that an operation would greatly decrease the duration or extent of disability. Such operations do not come within the two weeks' period provided by law, and consequently the injured person must either pay his own hospital bills, go to a free hospital, or, if possible, do without an operation though it would be of great benefit to have one.

George C., a carpenter, injured by the collapsing framework of a building, was obliged to have an operation. But as the operation was performed three weeks after the accident, George was compelled to shoulder the whole cost himself. (No. 127.)

Anthony E. received a scratch on his index finger on March 13, 1913. Six days later the finger was operated on in a hospital. On April 17 a second operation was necessary and on July 3 the finger was amputated in still a third operation. Medical attendance for over four months and two operations were required after the first fortnight, for none of which was the employer required to indemnify the injured workman. (No. 253.)

Nos. 18, 19 and 24 are additional instances in which medical attention was required for much longer than the first two weeks.

As has been shown, the $50 maximum, also, often proved entirely insufficient to cover necessary medical expenses. Frequently the major portion of the medical cost was not covered by the act. For example:

Samuel T. received an injury which necessitated the amputation of a leg. In considering a commutation of his claim the court found that $100 had already been advanced for hospital treatment. (No. 94.)

Siddon T., an engineer in an electric light plant, had his hand and arm burned by a live wire. Amputation of the thumb was necessary. Medical expenses totalled $125, of which $75 were not covered by the law. (No. 703.)

Martin P. was injured on July 8, 1912. The injury became infected and he died on July 29. His widow incurred a medical bill of $75 and a hospital bill of $37, which together were $62 in excess of the amount provided by the act. (No. 6.)

When medical treatment is required for long periods of time, as often happens, the costs mount even higher.

Robert H., on December 17, 1912, received injury causing the loss of an eye. On April 1, 1913, three and one-half months later, when his claim was commuted in court, he had already paid out $241.35 for medical treatment and expected to pay more. (No. 114.)

This means a serious burden of expense on the workman at the time when he is least able to bear it.

The experience of Richard H. suggests the financial difficulties resulting. The man was so seriously injured that the court decided he was entitled to $8.25 weekly for 300 weeks, the maximum period for total temporary disability. This case was settled only 22 weeks after the accident, yet since "debts have accrued because of illness and because of costs of future

medical attendance which will be needed," it was necessary to commute the award to a lump sum of $2,200. (No. 107.)

One large New Jersey hospital estimated that it treated 1,500 victims of industrial accidents every year, and that the medical expenses of about one-fifth of these were not entirely covered by the law. In probably the majority of instances necessary medical attention beyond the legal allowance has been given free by doctors or hospitals or paid for by charitable organizations. One hospital, which is forbidden by its charter to charge for its services, estimated that it treated three-quarters of all the work accidents occurring in the city in which it was located. Another hospital stated that it usually received nothing for services beyond the amount provided by the act.

Many compensation laws are more liberal than New Jersey's pioneer act. California and Wisconsin provide that the workman shall receive full medical attention for ninety days, to include costs of medicines, hospital services and surgical appliances. New York provides similar attendance for sixty days and Illinois for fifty-six days.

Many large employers in New Jersey have long had the policy of furnishing medical services to injured workmen regardless of legal requirements. Apparently they found it advantageous from the standpoint of actual dollars, aside from humanitarian motives, to give the injured the best possible medical attention so as to insure the earliest and completest recovery and consequent saving in compensation payments. Insurance companies, it is reported, have likewise frequently found it an actual saving to furnish medical attention as required by the workmen, rather than as required by the law.

Compensation for Total Disability.—The principle of compensation requires that the payment to an injured employee should be sufficient to enable him to provide for his family substantially as well during his disability as while he was working. Obviously any scale of compensation which does not enable a family to maintain a reasonable standard of living, to educate the children and to provide for reasonable emergencies, is not sufficient to accomplish the purposes of a compensation act. Investigation of

the operation of the New Jersey law leads to the conclusion that the scale of compensation was not sufficiently high to maintain the family properly, or to keep the victims of work accidents from becoming public charges. The law provided that during the period of temporary total disability, the injured workman was entitled to 50 per cent. of his average wage during the period of his disability, subject to a maximum of $10 and a minimum of $5 per week, provided that if the wage was less than $5 the compensation was to equal the full wage.

According to the report of the New Jersey Bureau of Statistics for 1912, 44.8 per cent. of all employees engaged in manufacturing received less than $10 per week, 23.9 per cent. received over $15, and only 8.6 per cent. received over $20 per week.[1] Nearly one-half of the workmen in New Jersey, on this basis, would not be entitled to receive more than $5 a week in case of accident causing a disability of over two weeks.

That this amount is insufficient for the maintenance of a family is demonstrated by the following cases secured from a long-established charity organization in the state:

Frank R., was injured on June 27 by a fall of forty-five feet. He was in a hospital for nearly four weeks and received treatment for more than four weeks after that. This man earned $12 a week, and had dependent on him a wife and three children aged four, three and one year respectively. The insurance company was paying $6 a week compensation at the time of the investigation. The family declared they were unable to live on this amount. The wife sought work. Some help was received from relatives and then application was made for charity aid. That this family could not live on $6 a week, even if no allowance be made for clothing, is shown by the actual living expenses:

Rent	$1.75 weekly
Food	6.00 weekly
Insurance	.40 weekly
	$8.15 weekly

These expenses could not have been reduced without much hardship. (No. 18.)

John B., whose wife was his only dependent, and who earned $12 a week, was injured by a box falling on his shoulder, causing a total disability of five months and a partial permanent disability of the arm and

[1]Bureau of Statistics, *Thirty-sixth Annual Report*, p. 29.

shoulder. The employer refused to pay compensation but finally gave him $20 in settlement. Medical attendance was given during the whole of this period by a friendly doctor who charged nothing. The family was supported for four and one-half months by charity.

The living expenses were as follows:

Rent	$2.00 weekly
Food	3.60 weekly
Insurance	.50 weekly
	$6.10 weekly

It must be remembered that fuel, light, clothing and other necessaries were not provided for. The family could not have lived on $6 a week, the compensation provided in the law. (No. 19.)

Frank F. injured his hand in January, 1914. Infection set in and on November 1 the man was still disabled and had received no compensation, awaiting court action. He had been earning $9 a week and was entitled to $5 a week compensation. He had dependent on him a wife and two children, one an infant. The living expenses of the family were:

Rent	$1.50 weekly
Food	3.00 weekly
	$4.50 weekly

The rent was not being paid, the landlord awaiting the outcome of court action. The large amount of medical attention required was furnished by a free hospital. The food was furnished by a charitable organization. This family could not buy fuel, light, clothing and other necessaries in addition to the above costs, on $5 a week. (No. 20.)

Martha W. injured her index finger on August 26, 1914. She had two young sons aged nine and eleven to support. Her wage had averaged somewhat less than $10 a week and accordingly she received $5 a week compensation during disability. In eleven weeks she found herself a month's rent in arrears and unable to purchase needed clothing for herself and the two boys. Her rent was $11 a month, $3 of which was paid by a roomer. (No. 22.)

The family earning $10 a week ordinarily pays from $8 to $10 a month in rent. This deducted from the compensation leaves $2.50 to $3 a week for all other expenses. Families of more than three members cannot live on this amount. If the disability is not too extended, the family may have a savings account which can be utilized, and it is possible for an ordinary family to obtain some credit, leaving them, however, with reserve fund exhausted or with debts when the wage-earner gets back to work again. For any extended disability, however, either the wife or the children must

go to work or the standard of living must be lowered beneath mere physical sufficiency.

The Massachusetts scale of compensation provided previous to the recent amendment was substantially the same as the New Jersey scale. In its sixty-second annual report the Boston Provident Association states that of 878 families aided during the year ending October 31, 1913, 103, or 13 per cent., were cases wherein accident or occupational disease was a factor and that, of those, forty were instances of work accidents. The amount of compensation (ordinarily one-half of the wages previously earned) in many instances proved inadequate for the current needs of the family. Of twelve instances in which aid was given for the two latter reasons, the average compensation received was $6.38 and the number in the family was six.[1]

Because of such results as this, Massachusetts in 1914, after two years' experience, increased her scale of compensation from 50 per cent. to 66-2/3 per cent. and greatly lengthened the period during which compensation is paid.

New York and Ohio also pay 66-2/3 per cent., California and Wisconsin pay 65 per cent., and Nevada and Texas pay 60 per cent. Germany, after careful study, long ago determined that two-thirds of wages constitutes reasonable compensation. It is often claimed that it is impossible without a compulsory law to pay more than 50 per cent., but Wisconsin, with an elective law and a 65 per cent. scale, has a larger proportion of her accidents under the compensation law than has New Jersey.

The inadequacy of the compensation scale provided in the New Jersey act has been recognized by its own state employers' liability commission, which was created to observe the law and to make recommendations. In its report to the 1914 legislature the following statement was made: "In particular, we are of the opinion that the present rates were fixed at too low figures, due to the fact that our law was one of the first practicable acts and we were therefore lacking in the experience necessary in such cases."[2] But having recognized the evil, the majority of the commission advised,

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[1]Boston Provident Association, *Sixty-second Annual Report,* pp. 17-19.
[2]pp. 3-4.

for the sake of expediency at that time, that any change be postponed, though the labor members brought in a minority report recommending a substantially increased scale. The reductions in rates that have already been made by the casualty companies in New Jersey mean that the scale of compensation can be materially increased without raising the premiums paid by the employer in the past.

The New Jersey law placed a maximum of $10 a week on compensation payable for both fatal and non-fatal accidents. This is an unjust limitation. In the building trades and in nearly all unionized industries the scale of wages is over $20 a week. A low maximum compensation hits the skilled workman who has been able to maintain a certain standard of living, and has perhaps planned a good education for his children.

William M., was killed while engaged in his occupation of wire lather. As his wages were $30 a week his widow and two minor children would have been entitled to $13.50 a week had not the law established a maximum of $10. (No. 301.)

John F., a freight conductor, was earning $40 or more weekly. When he was killed his widow would have received benefits of 35 per cent. or $14 a week except that the law limited her benefits to $10. (No. 350.)

Harry C., a mason and bricklayer, was disabled for five months. His weekly wages were $28.60, and 50 per cent. of this, the ordinary compensation, would have given him $14.30 to live on during his period of incapacity. The law, however, restricted his weekly compensation to $10, only a little more than a third of wages. (No. 470.)

Additional cases of injustice arising from this $10 maximum are Nos. 24, 33, 345, 347, 582, 697, and 911.

When a reserve is set aside for breakage in machinery, the high priced machines are not excluded. A maximum compensation, limiting the benefits payable to recipients of what may be termed "official" wages, is justifiable. But when the maximum is made so low that, as in New Jersey, even with a 50 per cent. scale, 8 per cent. of cases fall above the maximum, and with a 66-2/3 per cent. scale over 22 per cent. would fall above, the limitation is much too narrow. The maximum in New York is placed at $20 a week and in Texas at $15.,

The period during which compensation was payable for temporary total disability was limited in New Jersey to 300 weeks.

When the disability was adjudged to be total and permanent, compensation was payable for 400 weeks. The number of cases of total permanent disability is very small. Out of over 21,000 accidents causing disability of over two weeks in Massachusetts during 1913, only seven were determined to be of this class. They should, however, not be neglected. Compensation paid for eight years to a workman totally disabled may keep him from starvation during that period, but if he is permanently disabled he must then become a public charge or be supported by relatives. Recognizing this, California, Illinois, Kentucky, Maryland, New York, Ohio and West Virginia allow compensation for life for disabilities that are permanent and total. In Nebraska, Oregon and Washington compensation for total disability is payable during the continuance of such disability. The number of such cases is so small that the total cost of an act is not materially increased by such a provision.

Partial Disability.—For permanent partial disability the New Jersey law provided 50 per cent. of wages for stated periods, ranging from three and three-quarters to 200 weeks, according to the nature of the injury. No allowance was made for temporary partial disability, which is provided for in every other state compensation law except that of Iowa.

The basis of compensation for partial disabilities is the estimated loss of earning power which results therefrom. Largely to facilitate administration New Jersey adopted a definite schedule of compensation for the various dismemberments. Such a schedule, however, is but an attempt by the framers of the law to fix an average loss of wage for all workmen for a particular disability. In reality, the effects of the same disability may vary widely in different occupations. A compositor and a trench digger may each lose an index finger. The latter may suffer no loss in wage; the former may have to seek some other occupation at a much lower wage.

Thomas D. was a mason who earned $5.50 a day. A fall injured his ears and caused the loss of his sense of balance. This prevented him from continuing his trade and forced him to become a common laborer, at hardly more than a third of his former wages. The court in making him a lump sum award, gave him only $800, which roughly represents only one year's wage-loss. (No. 119.)

The same injury would probably not have affected the earning power of a tailor at all.

Just compensation for partial disability, whether temporary or permanent, would be better secured by following the principles used in the nine states of Arizona, California, Kansas, Massachusetts, New Hampshire, Rhode Island, Texas, Washington and West Virginia. There benefits are based on the loss of wage-earning power, and the workman partially disabled receives a fixed proportion of the difference between the wages earned before and after the injury during the continuance of the disability.

Another point not included in the New Jersey law in regard to partial disability was the making of a proper allowance, when the injured is a minor, for probable increase in earning power. The following case illustrates the injustice which may arise when this allowance is not made:

> Harry L., a fourteen-year-old boy, received an injury resulting in the loss of a foot. Since his wages at the time were but $4, he was entitled to only $4 weekly for 125 weeks for this very serious handicap to his whole future industrial life. (No. 207.)

The compensation laws of seven states—California, Illinois, Iowa, Maryland, New York, Ohio and Wisconsin—require the fact that the injured is a minor to be considered in fixing benefits, and New Jersey should follow their example.

Death.—In case of death, the New Jersey law allowed the dependents benefits for 300 weeks, varying from 35 per cent. of weekly wages for one person to 60 per cent. for six or more. An excellent requirement of the law held the employer liable for funeral expenses up to $100 in all fatal accidents, whether or not there were dependents. But as to the adequacy of the percentage paid, the number of weeks during which it was due and the maximum limit of $10, the unfavorable conclusions reached in discussing "Total Disability" hold with even greater force for fatal accidents, where there is no hope that the income loss is only temporary. Under the New Jersey scale the majority of families would receive $5 a week. The actual living expenses of a number of typical families whose barest necessities exceeded this amount have already been cited. Additional cases, in which the breadwinner was removed by death, are the following:

Elmer G. died on May 24, 1912, leaving a dependent father and seven young brothers and sisters. They were unable to live on the $5.25 weekly benefit, so that the father obtained a lump sum award to start a business. (No. 36.)

The widow of Robert M., who had five children, all under sixteen, was incurring undue want and hardship, according to the court statement, and her benefits were commuted so that she could return to Scotland. (No. 402.)

The widow of Vladeslav G. could not support her three small children on $5 weekly, so that she was obliged to ask for a lump sum award to go back to her old home in Russia. (No. 305.)

But if the compensation paid week by week is insufficient, obviously no saving can be made, and it is in order to inquire what will become of the families when the 300 weeks' period of compensation expires. No compensation act has been in effect long enough to determine the effect of the limited period of payment. Young children do not grow to working age in six years, and it is recognized as socially undesirable in most cases that mothers should go out to work leaving their half-grown girls and boys without oversight. To prevent this condition, New York, Oregon, Washington and West Virginia provide that the widow and dependents shall be compensated until death, remarriage or the coming of employable age.

The inadequacy of the compensation provided has even been recognized by the courts:

James H., a steamfitter, was earning, when killed, $12 a week. Under the law his family was entitled to $6 a week for 300 weeks. The widow testified that she could not live on this amount and a commutation was proposed such that the family would get $10 a week for approximately 150 weeks. By that time one of the children would have reached the employable age. This plan was approved by the judge. (No. 26.)

Waiting Period.—The New Jersey law provided that no compensation should be paid for the first two weeks after th nquiry. The investigation showed that a waiting period of this length causes exhaustion of savings, accrual of debts, a considerable amount of suffering, and the seeking of aid from charity. For example:

Benjamin L. was working in a candy factory for $9 a week. He was disabled by a bad burn on his hand, received while stirring candy. At his wage he was naturally living very close to the margin and had to ask aid from charity during the first two weeks. (No 17.)

A somewhat similar case is that of Dennis M., a driver for a coal and ice company. When disabled he had no savings and was forced to live on his credit for two weeks, with the result that when payments of $7 weekly were begun he was unable to live on them and was forced to seek help from a charity organization society. (No. 16.)

Workingmen cannot see the reason for the waiting period. As one prominent labor man said, "A weak feature of the law is the forcing of injured workmen to wait two weeks before receiving any aid." Some employers likewise recognize the injustice and very frequently pay compensation for the first two weeks, regardless of the requirements of the law. Mr. John J. Burleigh of the Public Service Corporation is authority for the statement that "in all cases we make payments from the date of disability, instead of after the second week, as the law provides."[1]

With the exception of Oregon and Washington, however, all compensation states provide for a waiting period. In Illinois, Kentucky, Ohio, Texas, West Virginia and Wisconsin this period is placed at one week, while in some states, if the incapacity lasts four weeks, compensation is then paid from the date of the injury. The purpose of a waiting period is of course twofold—to relieve the administration of a compensation act from the burden and confusion of payments for trifling injuries, and to eliminate as far as possible the danger of malingering that might arise with no waiting period. It is also argued that all workmen have saved enough to live on for a short time at least and that a brief waiting period can cause no hardship. But with wages and prices at their present levels, a very large number of families are necessarily living from hand to mouth, and in such instances it has been pointed out that two weeks without compensation in time of accident to the breadwinner does cause real hardship. There seems to be no good reason why the waiting period should not be reduced to one week and ultimately even to as low as three days.

Employments Covered.—Broader than most compensation laws, the New Jersey act included domestic servants and farm laborers. It placed them, however, at a great disadvantage in the compensa-

[1]Speech at Atlantic City, October 14, 1914, before American Electric Railway Association.

tion to which it entitled them, by excluding as part of the wage which might be considered in fixing compensation, the board, lodging or other advantages received from the employer unless the money value thereof was fixed at the time of hiring. As a large part of the wages of waiters, domestic servants and farm hands consists of board and lodging, this provision of the law has caused them to receive payments proportionately lower than do those workers who are paid entirely in money.

Susie C., for example, a domestic servant earning $16 a month, was injured in November, 1912, by falling from a chair. She was disabled for eight weeks and received $24 compensation. The board, lodging, etc., were not considered in the wage, and during disability she was obliged to stay with a sister. (No. 138.)

Other similar cases are Nos. 498 and 501. In No. 469 allowance for board and lodging was made, apparently in contravention of the law.

Occupational Disease.—Personal injuries due to occupational disease have not ordinarily been compensated under the New Jersey law, although one case is on record in which compensation was paid:

Van Wycke R. contracted eczema ten days after starting work examining goods in the bleaching room of a dyeing house, and was disabled from August 22, 1912 to April 11, 1913, a period of thirty-three weeks. The court allowed him $5 a week compensation for twenty-nine and three-sevenths weeks. (No. 125.)

Ordinarily, however, the state's many victims of occupational diseases are barred from indemnity.

Frank W., a painter, was incapacitated for work in 1914 by chronic lead poisoning. He received no compensation, and as a result his family required a large amount of assistance from both public and private charity. (No. 751.)

In the hatting, pottery, and smelting industries of New Jersey, especially, there are a great number of cases of disability which are directly due to the occupation. New Jersey has acknowledged the menace to the workmen from occupational diseases by her scientific legislation for the prevention of compressed air disease and of lead poisoning. It is recognized that lead poisoning, which exists

in about 150 trades, mercury poisoning which exists in seven, chiefly among which is that of felt hat making, and many other diseases, are caused by the trade and are as incidental thereto as the more dramatic injury to the workman by accident.

The compensation laws of Great Britain, Switzerland and Germany expressly include occupational diseases. So does the Kern-McGillicuddy bill for employees of the federal government, which at the time of this report had been favorably reported by the House Judiciary Committee. The supreme court in Massachusetts and three successive courts in Ohio have held that the law in those states covers industrial diseases as well as accidents. Every argument which can be brought forward in favor of compensation for industrial accidents, which is now acknowledged to be humane, just and reasonable, applies with equal force to compensation for occupational diseases. The worker disabled in a hat factory by mercurial poisoning cannot see why he should not be compensated as well as the woodworker whose finger is cut off by a rip saw. The ultimate aim of compensation laws is to prevent accidents, and the great "safety first" movement which is sweeping the country has received its chief impulse from the fact that it is found cheaper to prevent accidents than to pay for them. Compensation for occupational diseases will work undoubtedly toward the same end.

Non-resident Alien Dependents.—New Jersey, Maryland and New Hampshire are the only three states which forbid the payment of compensation for the death of a workman to his non-resident alien dependents. Such discrimination, depriving needy dependents of benefits simply on account of where they live, is expressly forbidden by ten states as well as by most foreign countries.

Edmund O., an eighteen-year-old chauffeur of Irish parentage, was killed by the overturn of the car he was driving. His employer paid $10 for medical expenses and $183.50 for burial, but as the "injured's dependents are aliens," they received nothing at all instead of $2,700 in weekly benefits which they could have claimed if living in this country. (No. 852.)

Tony G., Peter L. and Samuel K., three contractors' laborers, were killed together on July 3, 1914, by rock falling 120 feet upon them at the bottom of a shaft where they were working. All three were married. Ordinarily their wives and any dependent children they might have had would have received at least $5 weekly for 300 weeks. Yet because the

wives were still in Europe they were barred from compensation. (Nos. 935, 936, and 937.)

Similar unenlightened discrimination is revealed in Nos. 815, 842, 850, 866, 908 and 979.

It would seem that this provision of the New Jersey law was one which could well be discarded in the interest both of uniformity and of simple justice. Moreover, any chance of preference to workmen with non-resident dependents on account of the lesser extent of liability in fatal accidents—and complaints of such discrimination have been made—would be obviated. Nor would this change be an expensive one. Out of 333 fatal cases reported to the labor department in the year ending October 31, 1913, only nine were of this character. In the next year there were ten out of 203, of which three were the result of a single accident.

Conclusion

In conclusion, it may be stated that the New Jersey law of 1911 did not furnish adequate compensation to injured workmen or to their dependents. Moreover, the payment of compensation was neither prompt nor certain. An unnecessarily large proportion of money due the employee was still used up in litigation. The law provided a tribunal which was so slow in procedure, and so expensive, that in the majority of disputes the injured actually had no recourse. Much of the hostility between employer and employee, and much of the waste and injustice that existed under the old liability system, remained in New Jersey, because the machinery which gave rise to the evil practices under the old system had been retained for administering the new. Experience in other states has shown that these evils can be eliminated by an adequate compensation scale, guarantee of reasonable and well-regulated insurance, and the creation of a supervising board with summary power in the settlement of disputes.

APPENDIX

LIST OF ONE HUNDRED AND SEVENTY-TWO ILLUSTRATIVE CASES

Following are detailed stories of the cases cited in the foregoing report, arranged in numerical order for convenient reference. These stories were obtained from the official court records and accident blanks, supplemented in many instances by visits to the families of the injured or their dependents. The numbers refer to the schedules on which the cases were entered by the field investigators before study of the individual records was begun.

No. 2.—Albert H. received a severe injury to his eye from a particle of iron filing. The employer refused to pay compensation on the ground that the injury was due to the workman's carelessness. The man was disabled for ten weeks but received no compensation. To keep his wife and three children from starvation, it was necessary to ask aid from a charitable organization. When this organization sought to assist the man and tried to find out the extent of his injury from the doctor who had made the examination, this doctor refused to make any statement except to the employer who had engaged him.

No. 6.—Martin P., whose wage was $10 a week, died on July 29, 1912, of infection arising from an accident on July 8. A widow was the only dependent, and she waited sixty-six weeks for an award of $1,500 in weekly payments of $5, with $50 additional for medical and hospital expenses. She had to pay $75 medical and $37 hospital fees in advance of the award, and $125 counsel fee.

No. 8.—Albert W., an express driver, was killed on May 30, 1912, leaving a dependent widow, who was entitled to $5 a week for 300 weeks, or $1,500 in all. After a delay of forty-three weeks the court awarded a lump sum of $1,200. The case was carried to the supreme court, but after two weeks more the parties agreed on $750 and the court approved the settlement.

No. 9.—Sylvanus H., who earned $9 a week, was killed on August 7, 1912. Surviving dependents were a widow and two children. On December 31, the court confirmed her settlement with the employer for $1,250 in full payment of her claims. The gross sum due was $1,500, or $5 for 300 weeks.

No. 12.—Martin S., who earned $12 a week, received an injury to his eye on April 30, 1912. He received nothing until January 17, 1913, when the court, for the partial loss of his sight, awarded him $900 in weekly payments. For the total loss of an eye he would be entitled to only $600 in weekly payments.

No. 13.—James A., a press hand, earning $10.80 a week, lost his second finger on April 1, 1913. He was totally disabled for twenty-four weeks and received compensation for thirty weeks in addition for the loss of the finger. The medical bill, however, amounted to $85, only $50 of which was payable by the employer under the New Jersey law.

No. 16.—Dennis M., a driver for a coal and ice company, was disabled for a number of weeks. He had no savings and was forced to live on his credit for two weeks, with the result that when compensation of $7 a week was received he had accrued debts so that he was unable to live on it and asked aid from a charity organization society.

No. 17.—Benjamin L. was employed in a candy factory and received a bad burn to his hand while stirring candy. This man was living on so close a margin that he was forced to ask aid from charity for the first two weeks. He earned $9 a week and was disabled between four and five weeks.

No. 18.—Frank R. was injured on June 27 by a fall of forty-five feet. He was in a hospital for nearly four weeks and received treatment for more than four weeks after that. This man earned $12 a week, and had dependent on him a wife and three children aged four, three and one year respectively. The insurance company was paying $6 a week compensation at the time of the investigation. The family declared they were unable to live on this amount. The wife sought work. Some help was received from relatives and then application was made for charity. That this family could not live on $6 a week, even if no allowance be made for clothing, is shown by the actual living expenses:

Rent	$1.75 weekly
Food	6.00 weekly
Insurance	.40 weekly
	$8.15 weekly

These expenses could not have been reduced without much hardship.

No. 19.—John B., with a wife as his only dependent, earning $12 a week, was injured by a box falling on his shoulder, causing a total disability of five months and a partial permanent disability of the arm and shoulder. The employer refused to pay compensation, but finally gave him $20 in settlement. Medical attendance was given during the whole of this period by a friendly doctor who charged nothing. The family was supported for four and one half months by charity.

The living expenses were as follows:

Rent	$2.00 weekly
Food	3.60 weekly
Insurance	.50 weekly
	$6.10 weekly

It must be remembered that fuel, light, clothing and other necessaries were not provided for in this estimate. The family could not have lived on $6 a week, the compensation provided in the law.

No. 20.—Frank F., a trench digger, was injured in January, 1914. The injury to his hand developed infection and on November 1 the man was still disabled and had received no compensation, awaiting court action. He had been earning $9 a week and was entitled to $5 a week compensation. He had dependent on him a wife and two children, one an infant. The living expenses of the family were:

Rent	$1.50 weekly
Food	3.00 weekly

The rent was not being paid, the landlord awaiting the outcome of court action. The large amount of medical attention required was furnished by a free hospital. The food was furnished by a charitable organization. This family could not buy fuel, light, clothing and other necessaries in addition to the above costs, on $5 a week.

No. 21.—James K., who earned $9.50 a week, was killed on December 8, 1912, by a street car, while working for a paving company. The street car company settled for $800 with the widow, who then sued for compensation from the paving company. Although the court of common pleas, the supreme court and the court of errors and appeals all sustained her claim, up to the time of the investigation she had received nothing. One daughter, thirteen years old at the time, went to work after the father's death, and after two years was receiving only $3.33 a week. The widow did washing and other day's work until she was no longer able. Another daughter, aged nineteen, was receiving $6 a week. There were also in the family a boy of fourteen, a girl of ten, and an older son, aged seventeen, who was sick and out of work most of the time. The wages of the two girls, and charity, were the sole support of the family. Nearly one-third of the compensation awarded her will, the widow declared, go to her attorney for taking the case to three courts. She feared dependency when the 300 weeks were up, because by that time her children would be getting married and leaving her alone.

No. 22.—Martha W., employed by a thread company, injured the ligaments of her index finger on August 26, 1914. The company paid the medical expenses and $5 a week compensation during disability. The injured woman had two boys to support, aged nine and twelve years, and in eleven weeks found herself a month's rent in arrears and unable to purchase necessary clothing for herself and her two sons. Her rent was $11 a month, $3 of which was paid by a roomer. Her wages had averaged somewhat less than $10 a week.

No. 23.—Anders E., earning $18 to $24 a week, was killed on September 3, 1914, leaving a widow and five children, three of whom were aged ten, fourteen and sixteen years respectively, and two of whom were older and self-supporting. The sixteen-year-old boy had to leave school and go to work after the accident, but entered night school. When visited on November 10 the family was in difficult straits, living on money earned by the children or contributed by church friends and fellow workmen. The employing company, when application was made for compensation, said the matter was in the hands of the insurance company. The insurance company had taken no action, neither paying burial expenses nor offering compensation. The family was entitled to only $8 to $9 weekly, which income would require them, they thought, to move into cheaper rooms out of the $17 a month rooms in which they had always lived and to send the children to work just as soon as they reached the legal age.

No. 24.—Joseph S., was a hatter earning from $22 a week up when injured on January 21, 1914, by a falling shaft which struck his head, arm, side and back. The man had a wife, and five children, all between two and fourteen years. He was in a hospital for two weeks, and then in bed at home, the entire treatment costing, he reports, more then $500. The provision of the New Jersey law limiting compensation payments to $10 a week prevented his receiving the full 50 per cent of his wages. Even this sum the insurance company stopped paying after one month, on the ground that the man was tubercular. Of the award which he received five months after having taken the matter to court, $50 went to the lawyer and $25 for a medical examination. In spite of help from fraternal societies while

waiting for the court award the family of seven was in desperate circumstances, more than five months' rent at $13 a month being at one time overdue. Coal and gas were costing $2.50 a week. Medical expenses at the time of the investigation still averaged $2.50 a week, and compensation payments were about ended. The wife at one time worked in a cigar factory but could not continue to do so. The sum of $10 a week, the maximum payable under the law, was not sufficient to live on and keep the children of school age clothed and in school.

No. 26.—James H., a steam fitter, earning $12 a week, fell from a ladder on June 19, 1914, dying of his injuries ten days later. He left a widow, and four children, aged respectively five, eight, fourteen and twenty. The company paid $100 funeral expenses and, as there were four dependents, the widow was entitled to $6 weekly for 300 weeks. Finding herself unable to keep the family properly on this weekly amount, she applied for commutation. The employer offered a lump sum of $1,200, but as this was more than $300 short it was refused. The court finally ordered the $6 weekly benefit for 300 weeks commuted to $10 a week for 150 weeks. Even this was more than $75 too low.

No. 29.—Katherine C., a widow, worked on a washing machine in a hospital, earning $5 per week. She had four children, all of the age at which compensation is payable. In August, 1912, her arm was torn off by the machine. The hospital cared for her children during the five weeks in which she was disabled but paid her no compensation. She was entitled to medical care up to $100 during the first two weeks of disability, $5 weekly for the remaining three weeks, and a gross sum of $1,000 for the loss of her arm. She did not learn of this till after the period in which she was required to give notice had elapsed, and was therefore debarred from compensation.

No. 32.—Tony S., a married man with two children, received an injury to his eye by a chip of steel from a chisel. He was disabled for five weeks. No compensation was paid. The man was destitute and applied for relief from a charitable society, whose visitor took up the case with the company. The foreman then threatened Tony with dismissal, accusing him of hiring a lawyer. The physician who treated him finally obtained $25 for him from the company but no medical expenses were paid and nothing further was done.

No. 33.—Matthew B., an iron worker, earned $5 a day. He was married and had one child. On November 22, 1913, he was hurt by a falling beam which broke his leg, injured his ankle and took off his great toe. This resulted in a shortening of the leg and a permanent disability. He was in the hospital fourteen weeks, and on November 7, 1914, was still under treatment. The company paid him $10 weekly for thirty-one weeks, the maximum under the law, but only a third of his weekly wage. On July 10 the company offered him a lump sum of $350 as complete compensation, which was approximately compensation up to March, 1915. In November, 1914, the man was still almost wholly disabled, being able to work only a few days at a time as a rivet heater for $3.50 a day. Matthew was entitled to weekly benefits until able to work, unless his disability lasts more than 300 weeks, and to additional compensation for the permanent partial disability. Of the $350 received in July, $250 was paid out at once for debts incurred since his injury.

No. 36.—Elmer G., whose wages were $10.50 a week, was fatally injured on April 20, 1913, and died on May 24. No benefit seems to have been paid during the last two weeks and a half of total disability, contrary to the provisions of the law. His surviving dependents were a father and seven

young brothers and sisters. Compensation was fixed at half weekly wages, or $5.25, for 300 weeks, whereas it should have been 60 per cent., or $6.30. The father petitioned for a lump sum award "to start a business," finding his weekly income too small for the support of the family. The court gave him $1,100 on August 16, 1913. This was $283.67 below the sum due on the $5.25 basis and $560.41 less than the entire amount to which they were entitled by law.

No. 38.—James G., whose weekly wage was $10.50, was killed in an industrial accident on August 5, 1913. Dependents were a wife and two children. On September 6, his widow's petition for commutation was granted. She was given precisely the legal amount, $1,317.79, from which $850 already paid was ordered deducted.

No. 40.—Thomas K., whose weekly wage was $10.34, lost one-half of the second finger and under the law was entitled to one-half the compensation for the loss of the whole finger, namely, $5.17, for fifteen weeks, or $77.55. The court said that whereas the loss of a whole finger entitled to 50 per cent. of the wage for thirty weeks, for the loss of one-half the finger the man was entitled to 25 per cent. for thirty weeks. As 25 per cent. of the wage was less than $5, the man was awarded $5 for thirty weeks, or $150.

No. 42.—Andrew K. was killed in a dry dock on February 1, 1913. His wages were $1.80 a day, and the only dependent, his widow, was entitled to $5 a week, the minimum benefit, for 300 weeks. By agreement of the parties, the court on April 28, 1913, allowed a commutation of the claim to a lump sum of $1,275.

No. 43.—George M. was killed in the same dry dock as Andrew K. (No. 42) on the same day, February 1, 1913. His wages were also $1.80 a day. Again the only dependent was a widow, who was entitled to the minimum compensation of $5 a week for 300 weeks. By agreement a petition was filed to commute the benefits to a lump sum of $1,375, which the court allowed on April 4, 1913.

No. 44.—John H. died on February 12, 1913, from the effects of an accident on February 3. His wife was the only dependent. She agreed to accept $1,275 as full compensation from the company, and on April 17 the court confirmed this settlement. The gross sum to which the widow was entitled was $1,500.

No. 45.—Antonio L., a laborer, was killed in moving a building. His surviving dependents were a widow and three little children. No compensation was paid, and the lawyer who took up the case was unable to collect anything on account of the insolvency of the firm. The widow was unable to work, and on August 4, 1914, was obliged to ask help from charity.

No. 47.—Theodore S., employed by a railroad company, was killed on February 21, 1913, leaving a wife and three children. His dependents petitioned for compensation in a lump sum instead of $5 weekly for 300 weeks. The court gave them $1,230.

No. 50.—Charles C. was killed in an industrial accident. His widow agreed with the employing company to accept $1,268 as full compensation, and the court confirmed this settlement on March 27, 1913. The lowest gross sum the widow was entitled to was $1,500.

No. 52.—Joseph G., whose weekly wage was $16, died on September 18, 1912, leaving a widow and five children. On January 20, 1913, the court approved an award of $1,500 as full compensation. This award was $1,380 below the gross sum to which the widow was entitled. The court record states that the "above settlement was made because injured man died of

delirium tremens in a hospital." If this statement was true, the man's family was entitled to no compensation at all; if not, they should have had the legal amount.

No. 54.—John T., a railroad employee receiving $11.40 a week, had his arm injured on August 22, 1912. On April 25, 1913, the court awarded $5.70 a week during disability not to exceed 300 weeks. The court declined to fix a definite period during which compensation was to be paid, declaring:

"In England, under workmen's compensation laws, the higher courts have held that the court's order of compensation cannot make prospective awards; that in the first place a judge who did so would take upon himself the function of a prophet, and in the second place would shift upon the workingmen the onus of showing a continuation of his incapacity if such incapacity existed at the end of the period for which compensation was allowed."

No. 57.—Walter C., a carpenter, earning $20 a week, lost one-half of the second and third fingers on July 11, 1913. He was disabled for twenty-seven weeks and received twenty-five weeks' additional compensation for the permanent injury. His medical bill amounted to only $5.50.

No. 64.—George I., who earned $8.96 a week, was killed on August 17, 1913, his surviving dependents being a widow and one child. The employer paid $100 burial expense, and on October 6, 1913, the court approved the settlement on which the parties had agreed, namely, a lump sum payment of $1,250, which was $67.79 less than the amount specified by law.

No. 65.—Thomas S., employed in a chemical works, was killed on July 21, 1912. As his wages were $12.82 a week, his wife and three children were entitled to $6.41 for 300 weeks, or a gross sum of $1,923. Upon petition this was commuted to $1,204.70.

No. 68.—Anton B., killed while at work for a railroad company on March 12, 1913, was earning $12 a week. He left a wife and three dependent children. As two of the children would pass compensation age during the period of benefits, the court, on August 7, 1913, awarded $6 a week for a year and eight months, $5.40 for three years and five months, and $4.80 for the remaining seven months of the six-year period. $4.80 is less than the legal minimum which should have applied in this case. Lump sum commutation at $1,409 was allowed, a shortage of nearly $150.

No. 69.—Paul C., also a railroad worker, whose wages were $11 a week, was killed on September 4, 1912. He left a wife and four children, two of whom were of compensation age. The court awarded 45 per cent. of wages, although this was $4.95, or less than the legal minimum of $5. On June 2, 1913, the widow had the benefits commuted so that she could move west. On this basis the gross sum to which they were entitled was $1,485. They received $1,125.

No. 71.—James B., a truckman eighteen years old, receiving $7.70 a week wages, lost his thumb on June 19, 1913. He was totally disabled for six weeks, for which he was compensated, and received also benefits for sixty weeks additional for the loss of the thumb. The medical cost was only $8, and was paid by the employer.

No. 72.—Henry F., who was employed in a store, received an injury which produced a hernia. His employer was insured, but the casualty company refused to pay for the permanent partial disability. Henry consulted counsel, who asked the employer if he had any objections to the case being taken to court. According to counsel, the employer gave no satisfaction and the injured man would not sue for fear of losing his job.

No. 75.—David D. died of work injuries on December 22, 1911, leaving a dependent father, mother and incapacitated brother. His wages were $9.60 a week. As 50 per cent. of wages was only $4.80, the legal minimum compensation of $5 was allowed for 300 weeks, making $1,500 in all. This amount was, however, commuted by the court to $1,328, of which $183.25 had previously been paid in medical and funeral expenses. These three dependents waited sixty-two weeks for a sum of $1,144.75.

No. 78.—Dora S. was injured in the course of her employment. The company paid her m dical expenses but refused to do anything further. Dora would not car the case to court for fear of being discharged, and was forced to apply for charity.

No. 80.—Paul M., employed by a cable company, received, on February 13, 1913, a severe injury to his leg which necessitated hospital treatment for ten and one-half weeks. From the court he received an award of $161.43, or $5 a week, for thirty-two and two-sevenths weeks' disability. From this he paid $20 for his counsel fee. Eight and one-half weeks of medical attention were not covered by the act.

No. 88.—Lars L. received an injury to his leg on May 30, 1913, which required hospital treatment until the following July 3. On October 6, the court fixed the duration of disability at twenty weeks past and future, and allowed a lump sum of $150, from which $30 was awarded to the petitioner's counsel. In addition, of the five weeks in hospital the employer was liable for only two weeks.

No. 93.—Mary A., a widow with six children, four of whom were entirely dependent on her for support, worked on a mangle in a laundry. Her arm was broken by the machine, resulting in a permanent disability. No compensation was paid her, and her absence cost her her job.

No. 94.—Samuel T. received on October 18, 1912, an injury which necessitated the amputation of a leg. He was entitled to 50 per cent. of wages for 175 weeks, or $1,515.50 in all. The parties, however, agreed to a lump sum settlement of $541.88, less $100 already advanced for hospital treatment, and the court sanctioned the settlement. Out of this short commutation counsel fees had also to be paid.

No. 100.—Fred M. was severely injured on August 28, 1912, his right arm and shoulder being torn out. His weekly wage was $19.24. In addition to medical expenses up to $100 during the first two weeks after the accident and half wages thereafter during temporary disability, the man was entitled to half wages, $9.62 weekly, for the permanent disability. He was paid $250.38 in twenty-six weeks, and on April 25, 1913, was awarded by the court a lump sum of $712 in complete settlement of his claim. This was $586.58 below the sum he should have received simply for permanent disability.

No. 107.—Richard H., a railroad worker, receiving $17.20 a week, was seriously injured on July 5, 1912, and the court decided that he was entitled to $8.25 a week for the maximum period of 300 weeks. The award was made twenty-two weeks after the injury and because "debts have accrued because of illness and because of costs of future medical attendance which will be needed" a lump sum of $2,200 was granted.

No. 114.—Robert H., on December 17, 1912, received an injury which caused the loss of an eye. The case was settled in court three and a half months later, on April 1, 1913, at which time only $63.74 had been paid. He was entitled to a total of $738 in weekly payments and the balance due, $674.36, was given him in a lump sum. Out of this he had to pay bills of $241.35 for medical treatment and expected to receive more.

No. 117.—John C. died on January 15, 1913, from injuries received on January 4. He left three dependents, a wife and two children. His wife petitioned to receive benefits in a lump sum, since she wished to return to Europe. On April 14 the court awarded her $900, $417.79 below the amount she should legally have received.

No. 119.—Thomas D., a mason earning $5.50 a day, fell and injured his ears so that he lost his sense of balance. This prevented him from following his trade and he was forced to become a common laborer at a large reduction of wages. The court awarded him a lump sum of only $800.

No. 125.—Van Wyke R. contracted eczema ten days after starting work examining goods in the bleaching room of a dye house. He was disabled from August 22, 1912, to April 11, 1913. His wage was $1.25 a day. The court allowed him compensation for his illness of $5 weekly for twenty-nine and three-sevenths weeks, a total of $147.14, of which $25 was set aside for counsel fees.

No. 127.—George C., a carpenter, injured by the collapsing framework of a building, was disabled for over ten months. Three weeks after the accident an operation was necessary. The employer was a sub-contractor. The owner of the building was insured and the injured workman made claim for compensation from him but was refused. Suit was brought against the sub-contractor, who was held responsible; but as he had no property it was impossible to collect any compensation. The workman lost ten months' pay, lawyer's fee, and the costs of medical attendance, including an operation.

No. 137.—Karl R. received a broken rib and elbow on August 8, 1912. On June 16, 1913, the court approved an agreement for the payment of compensation at $10 a week for 150 weeks, $21 of which had already been paid.

No. 138.—Susie C., a domestic servant whose wages were $16 a month and board, was injured by a fall from a chair on January 14, 1912, and was disabled for eight weeks. During her illness she was obliged to stay with a sister. The court award was not made until March 8, 1913, over a year later, and gave her $4.50 as medical benefit during the first two weeks and $4 weekly for the remaining six weeks of disability.

No. 149.—Mark F., a beer wagon driver, received an injury which totally disabled him for a long period. The insurance company paid weekly compensation for almost a year and then asked the man to settle the remainder of the claim for $50. The injured man consulted an attorney, who brought suit and secured an award of $950.

No. 152.—Albert B., who received $17.28 weekly, had his third finger crushed on July 14, 1914, necessitating amputation at the first joint. The employer began the payment of compensation at the end of the third week and continued for eight weeks, when the workman was requested to and did sign a receipt for settlement in full for $69.12. The law provides for compensation for ten weeks, or a total in this case of $86.40. The employer apparently did not know that payment for dismemberment is for a fixed number of weeks, from which the first two weeks are not to be deducted as in cases of temporary disability.

No. 154.—Frank T. was injured by an iron beam falling on his foot. Three toes were crushed so badly as to require amputation at once. The insurance claim adjuster explained that the injured man was entitled to compensation for fifty weeks, and payment began. Infection later set in and another toe and part of the foot had to be taken off. The claim adjuster now told the man he was entitled to another ten weeks. But no offer was

made to pay for the period of total disability in addition to the compensation for dismemberment, as required by law. The man was entitled to compensation for nearly half a year in addition.

No. 155.—Rose R., employed in a thread factory, received permanent injury to the index and second and third fingers. The employer paid about $150 for the period of total disability, but no compensation for the permanent injury to her fingers. Through a lawyer a settlement for approximately $200 additional was obtained.

No. 160.—Henry N. was injured in the course of his employment, but stated that he dared not make a claim because the superintendent had told him that the rate of insurance would thereby be increased on account of the bad experience of the firm.

No. 171.—Paul R. crushed his toe in a stove foundry on April 2, 1912. The company applied first aid treatment and did nothing further. After two weeks infection set in. The man was in a hospital nearly six weeks. He was totally disabled for fifteen weeks and entitled to thirteen weeks' compensation at $5.25 per week. His hospital bill was $33.25 and his medical bill $12, which the employer was not required to pay under the law, as they were contracted after the first two weeks. The employee sued for compensation, and twenty-seven weeks after the accident received $68.25, out of which he had to pay $45.25 for hospital and medical services, in addition to counsel fees.

No. 179.—Mary G., a spooler in a silk mill, at a wage of $4 a week, received a severe injury to her hand which totally disabled her for forty-seven and one-half weeks. Her medical bill was $77, $27 of which was not provided for under the New Jersey law.

No. 207.—Harry L., a boy of fourteen, lost his right foot in an industrial accident on June 24, 1912. His wage was $4 a week and under the act he was entitled to only $4 a week during temporary disability and to the same sum for 125 weeks, or $500 in all, for the dismemberment. Furthermore, he did not receive even all of this, for after a delay of nine months the court awarded him a lump sum of $250. He received nothing for medical expenses and had to pay counsel fees out of the award.

No. 226.—Elmer F., a painter, was killed by falling, leaving a young wife and infant. The widow was clearly entitled to compensation, but it was found that the contractor for whom the deceased had been working possessed no collectable property. The home in which he lived and the automobile which he used were owned by his wife. The widow of the deceased painter was forced to give to others the care of her child and to go to work in a cigar factory.

No. 231.—Joseph V., a workman with a wife and two children, received an injury to his eye causing temporary total disability. At the time of the inquiry he had been disabled for eight weeks, was still under medical treatment, and had received no compensation. The family was supported by the work of the wife and by the aid of a charitable organization.

No. 232.—Mike R., earning $22 a week, was injured by a door falling on his arm. This totally disabled him for twenty-two weeks, and left the arm partially disabled. He was entitled to $200 compensation during temporary disability, besides medical expenses up to $50 in the first two weeks and compensation for the permanent disability. The employer was insured in a casualty company, but compensation was refused the injured. A lawyer instituted suit, and after the case was postponed four times the lawyer and the insurance representative agreed to settle for $190. The claimant was asked to sign a release for this amount and did so. Of the $190, $65

went to the lawyer and $27 to the doctor, who appeared as a witness. During the twenty-two weeks the man was laid up he had nothing to live on except $15 given him at different times by his lawyer.

No. 233.—John S. received an injury to his finger, for which the employer refused to pay compensation. Desiring to make an example of the company, the man asked a lawyer to take the case to court. The man was entitled to about $12 compensation. He was willing to pay the lawyer $50 to fight the case. The lawyer refused to take the case because it was unlawful to contract for any other fee than that fixed by the court. The court could not well make the fee larger than the award and the lawyer could not spend three or four days in court for $12. This man was by the costs involved practically excluded from his right to trial.

No. 234.—Jan T. was permanently totally disabled when hit by a train in crossing a track. There was a question as to whether the accident occurred in the course of employment. As the man had no money, the lawyer paid $25 for the testimony of a physician and the wages of two fellow-workmen who served as witnesses. If the case were lost, the lawyer would lose what he paid and all compensation for his own time in addition. While the case was pending the wife and five children were living on charity.

No. 236.—Frank B., who earned $8 a week, received a broken arm on September 8, 1912. On June 2, 1913, the court determined that the disability would continue for seventeen weeks after the award and based the award accordingly.

No. 238.—William T. was apparently permanently disabled by a fall on March 23, 1912, resulting in necrosis of the hip bone. He was under the law entitled to $5 a week for 400 weeks, or $2,000 in all. In his case (Tallon *v.* Barbour) the court on November 12, 1912, approved the following agreement: "It is ordered that the sum of $600 be paid . . . in full payment and satisfaction of all the personal injuries developed or as yet undeveloped sustained by the said Wm. Tallon by said accident, whether Wm. Tallon shall within the period of one year hereafter totally or partially recover from said injuries, or whether said disability shall continue total in character, or whether such injuries shall result in death."

No. 250.—Martin Q. was induced by the insurance company to sign a receipt in full settlement. Later his case was brought to the attention of a lawyer, who instituted suit and was awarded over $200 in addition to the amount of the previous settlement. The insurance company argued that the man signed the settlement in full knowledge of what he was doing. The court ruled otherwise because the law states that no settlement for less than the amount provided by law shall be a bar to further proceedings.

No. 253.—Anthony E. received a scratch on his index finger on March 12, 1913, which resulted in infection the following day. Six days later the finger was operated on in a hospital. Again on April 17 the finger was operated on, and on July 2 it was amputated in still a third operation. The insurance agent paid medical attendance for the first two weeks, although medical attendance was required for over four months, including two operations after the first two weeks. The insurance company made thirty weekly payments and then told the man he had no more coming, that this was the amount provided by law for the loss of an index finger. The man protested, but was advised by his superintendent to sign a release, and did so. Later, however, he consulted a lawyer, claiming $190 for the nineteen weeks' total disability. At his request the attorney wrote the employer, stating the law. Before the letter was received, the superintendent told the man

he would be dismissed if a letter did come from the lawyer. *This threat was carried out.* Before the case came to hearing in court, the insurance company notified the man's attorney that he would be paid fourteen weeks' more compensation, and the case was dropped.

No. 256.—Edward G., who earned $10.50 a week in the employ of a gas company, was killed on May 26, 1913. His dependent father should have received $1,500 in weekly payments, but was induced to settle for $500 in weekly payments and $50 counsel fee.

No. 257.—John M., a brakeman employed by a steel company, was killed on December 29, 1912. His wages were $10.50 a week, entitling his two dependents to $5 a week for 300 weeks, or $1,500 in all. They received a lump sum of $600, or $900 less than was due them.

No. 258.—Samuel H. had worked in a shoe factory for 25 years. Infection resulted from a scratch and made necessary the amputation of three fingers and the thumb of one hand. The company declined to pay compensation. The medical attention required was paid by a mutual aid society. Being ignorant of the law, the injured worker filed no petition. He applied to the employer several times for a job, but was put off until a year had elapsed, when he found he had no job and no right to compensation.

No. 259.—Nils N., a plumber, received a scratch on the finger which was not serious enough to keep him from work, but infection resulted. He did not give notice of the scratch but did of the infection. Amputation of finger and metacarpal bone was necessary, but he had not been able to collect compensation because the employer claimed that he was prejudiced by the failure to obtain notice within the period fixed by law.

No. 301.—William M., a wire lather, missed his footing and fell to his death on September 11, 1912. As his wages were $30 a week, his widow and two minor children would have received weekly benefits of $13.50 had not the law established a maximum of $10. After $960 had been regularly paid, petition was entered, by "agreement of the parties," to commute the remaining benefits to a lump sum of $1,000. Although this was apparently about $1,000 too low, the court allowed the settlement.

No. 303.—Barthold B., a chemical mixer, with a weekly wage of $12.24, was killed on April 11, 1913, leaving a dependent widow. Until the following January 2 the widow was unable to obtain compensation. When the court finally decided the claim in her favor, it granted compensation for only 150 weeks instead of the 300 allowed by the law, or a total of $750 instead of the $1,500 due. Of this tardy and illegally small award the widow had to pay $75, or 10 per cent., in counsel fees.

No. 304.—George S. was a bridge tender for a railroad company, with weekly wages of $16.37. On May 16, 1913, he fell from the bridge and was drowned. His widow, the sole dependent, petitioned for a lump sum payment in order to undergo a necessary operation, and on November 28, 1913, she was awarded $1,223.93. The commuted value of the benefits to which the law entitled her was $1,510.18, making a shortage of $286.25. Her counsel fee was set at $25.

No. 305.—Vladeslav Z., a railroad laborer, earning $9.49 a week, was killed on August 19, 1913, by being squeezed against the side of a car on which he was loading broken stone. He left a widow and three small children. On January 3, 1914, the court awarded them a lump sum of $1,067.31, out of which counsel fees of $50 had to be paid. The widow had petitioned for a commutation of the award because the $5 weekly benefit to which she was entitled would not maintain the family in this country and she wished

to return to Russia. The family should have recevied $1,317.79, and the award was therefore $250.48 below the legal standard.

No. 306.—Salvatore M., a railroad trackman, whose wage was $1.60 a day, was run over by a train and killed on September 23, 1913. On January 26, 1914, the court awarded his widow, the sole dependent, a lump sum of $1,160 because she wished to return to Italy. This award was $157.79 less than the present worth of the legal compensation.

No. 307.—Andrew B., a machine hand in a linoleum plant, receiving $10 a week, was killed on December 14, 1912, leaving a wife and four children. The widow was therefore entitled to 55 per cent. of wages, or $5.50, for 300 weeks. The commuted value of this sum is $1,449.56, but the court allowed a lump sum settlement of $1,050, making a shortage of $339.56.

No. 310.—Penrose P., an elevator boy aged seventeen, whose wage was $12 a month and board, was killed on March 29, 1912. The court denied his mother's claim for compensation on the ground that the deceased was an illegitimate child, although the law includes parents, without qualification, as dependents, and also recognizes illegitimate on the same basis as legitimate children as recipients of compensation.

No. 316.—George S., a helper in a shipyard, earning $11.42 a week, was killed on January 27, 1914. A widow and six dependent children survived. On May 1, 1914, the court awarded them $6.85 a week for 300 weeks in addition to $100 for burial expenses. Out of this gross sum of $2,155, counsel fees of $100 were to be paid.

No. 321.—Uriah S., a carpenter, whose wage was $3 a day, fell from a scaffold on April 2, 1913, and received injuries from which he died in the hospital two weeks later. On March 18, 1914, almost a year after the accident, the court decided in favor of the widow's claim for $5 weekly benefits, for 300 weeks, but omitted to award payment for the expense of the last sickness or for burial.

No. 343.—William G., a lineman for an electrical company, who earned $60 a month, was killed by an electric shock on March 21, 1912. The company contested the claim on the double grounds that the compensation act made no provision for the mother of a deceased and that the deceased had been wilfully negligent. Over two years later, on May 14, 1914, the court rendered a verdict against the company and awarded William's mother, his surviving dependent, $5 a week for 300 weeks.

No. 345.—John R., a sales agent, was killed in New Jersey on December 23, 1912, by being thrown from an automobile owned by the defendant, in which he made his daily rounds. A widow and posthumous son were left as dependents. The company contested the claim on three points, one of which was that the contract of hiring was not made in New Jersey. A year and a quarter after his death, on March 17, 1914, the court awarded $10 a week compensation for 300 weeks, saying on the point noted:

"The general rule to be deducted from the cases is that when contracts are made in one jurisdiction, to be performed, either wholly or partly, in another jurisdiction, such contracts are governed by the laws of the jurisdiction where the performance is to take place—the *lex loci solutionis.*

"It seems to me that any other rule of law would work great injustice and hardship, and some illustrations might be cited to show this. I might refer to a factory in the city of Elizabeth, in this county, where more than 7,000 men and women are employed; under the contention of the respondent the owners of that factory could avoid responsibility to its employees for injuries by making its New York office the place of hiring."

As the wages of the deceased were $27 a week, weekly benefits for the wife and one child would have been $10.80 a week had not the law imposed a maximum of $10. Counsel's fee amounted to $300, or 10 per cent. of the total award of $3,000.

No. 347.—Max S. was killed on September 5, 1913, in a collision between an automobile and the wagon he was driving. He had earned $30 a week. Through compromise settlement with the third party and a subsequent suit against the employer for compensation, settled by the court on October 8, 1914, over a year after the accident, the widow received a total of $3,000. Out of this sum she paid $600, or 20 per cent., in counsel fees.

No. 350.—John F., a freight conductor, was struck by a locomotive and killed on March 27, 1914. His widow, the only dependent, petitioned for commutation of benefits. On July 3 the court awarded her a lump sum for payments in arrears, but declined to commute the rest of the award. Her husband's wages had been more than $40 a week, but by the terms of the law she was limited in benefits to $10 weekly. Out of her award the widow had to pay a counsel fee of $75.

No. 355.—Jacob S. was killed in an industrial accident. Three dependents survived, a widow and two children. In place of $5.67 weekly for 300 weeks, the court awarded them $1,500 on December 23, 1913. Counsel fees were set at $250, or 16 2/3 per cent. of the total received.

No. 356.—Solomon T. was killed in an industrial accident. On January 6, 1914, a court ruling awarded his dependents $5 weekly for 300 weeks as compensation for his death. The counsel fee was $225, or 15 per cent. of the award.

No. 368.—Jake F., who received $11 a week, was killed on September 1, 1913. He was struck by a roll of wire mesh he was laying and thrown to an areaway, fracturing his skull. On December 9, 1913, his dependent widow and child were, "in the interests of justice," awarded a lump sum of $1,223.62, which was $94.17 short of the present worth of the claim legally discounted. Out of this short award the widow had to pay $125 counsel fee.

No. 372.—Peter P., a brakeman, was run over and killed by a train on October 12, 1913. There were no dependents, and $100 for burial expenses was recovered from the company.

No. 375.—John D., a laborer in a canning establishment at 16½ cents an hour, was drawn between a wheel and the belt and killed on August 20, 1913. He left two dependents. The company paid burial expenses of $100, and, without court sanction, a lump sum of $750. As the dependents were entitled to $5 a week for 300 weeks, the legal commuted value of which is $1,317.79, this settlement was $567.79 too low. The widow was forced to take the case to court to secure a judgment for the amount of the shortage.

No. 386.—Henry M. was killed on November 23, 1913. A widow and dependent daughter survived him. His wages averaged $17.36 weekly. The court made two rulings in the case, awarding the dependents on March 11, 1914, $7.04 for 300 weeks and $6.94 weekly about a month later. The employer had paid $260 for burial expenses and the excess over the legal maximum of $100 was to be deducted from the benefits due. Counsel fees were $150.

No. 393.—Amos G., a railroad brakeman, was killed by being crushed between cars in the course of duty in New Jersey on November 13, 1911. He earned $18.13 a week. The widow's claim for compensation was

rejected by the court on the ground that the contract of employment was made in Philadelphia.

No. 402.—Robert M., who earned $3.50 a day, received injuries on May 25, 1912, from which he died on June 11. He left a wife, and five children under sixteen, whose petition for commutation was filed on February 2, 1914. They received a lump sum award of the amount due them, $1,953.92, because on the $10 weekly benefit they were "incurring undue want and hardship," and wished to go back to Scotland.

No. 408.—David T. was killed on November 12, 1912, by being suffocated in a car of sand. His weekly wage was $9.60. Almost a year and a half later, on May 1, 1914, the court awarded his widow, the sole dependent, $850. The commutation was made "in the interests of justice." According to the law the widow was entitled to $1,317.79, or $467.79 more than the amount she actually received.

No. 409.—Ernest P., a conductor, was struck by a passing train on March 21, 1914, and died from his injuries. The widow was refused compensation on the ground that her husband was engaged in interstate commerce.

No. 412.—Hans H. was struck by a falling timber in the dry dock where he worked for $10.80 a week, on May 14, 1914, dying of his injuries on June 1 following. His widow, who had a son of eighteen and a dependent daughter of twelve, was obliged to take the case to court to secure compensation. In making the award more than fifteen weeks later the court failed to make the statutory allowance for burial expenses.

No. 413.—Charles C., who earned $12 a week, had his right eye injured by a needle concealed in a bundle of canvas, on June 13, 1913. Exactly six months later the court awarded him $6 a week for 100 weeks, the full benefit for the loss of an eye. Within a month, however, the case was again taken to court, and by "mutual agreement of the parties" a lump sum commutation of $175 was proposed, in full and complete settlement of all compensation, costs and counsel fees (which amounted to $50). This settlement the court allowed, although it was at least $400 too low.

No. 414.—James B., a blacksmith in a ship and engine building plant, who earned $18 a week, lost the sight of one eye on January 16, 1914. His claim was settled by two lump sum payments, but as the commuted sums sanctioned by the court were together $143.59 too low, the semi-blinded man received only $798 instead of the $941.59 he should have had.

No. 415.—Edward W. received on January 20, 1913, a fractured skull, producing permanent total disability, for which the court awarded him 400 weeks' compensation at $10 a week, the maximum amount under the law. When $500 had been paid on this award, however, the employer went into bankruptcy, and the case came into court on March 7, 1914. At that time the present worth of the remaining benefits was $3,016.68, but the court awarded only $2,000. This totally incapacitated man was therefore deprived of $1,000 legally his by the failure of the New Jersey law to require insurance of risks.

No. 418.—Patrick S. lost the sight of one eye in a work accident occurring in New Jersey on July 23, 1914. His petition for compensation was dismissed on the ground that the contract of hiring was made in New York, and therefore the New Jersey law "has no application to the present case."

No. 419.—Michael P., a worsted mill laborer at a wage of $8.80 a week, received on June 9, 1913, injuries which necessitated amputating the right arm above the elbow, the fourth and fifth toes of one foot completely, and the third toe at the first joint. The court awarded 267 weeks' com-

pensation for the lost members, but nothing for the temporary total disability, which lasted at least six weeks.

No. 428.—Joseph M., a carpenter earning $3 a day, fell and broke his arm and leg. He could not work for five months. On December 1, 1913, the court ruled that he was entitled to ninety weeks' benefit at $8.25 a week, but allowed the award to be commuted to $394.89, a shortage of $318. If the man's medical expenses of $10 were not paid, the shortage was $328.

No. 439.—James W. was a machinist, nineteen years old, who earned $10.38 a week. On August 7, 1913, a piece of an emery wheel lodged in his right eye, causing loss of sight. The employer paid $1 for medical service. On February 18, 1914, the court ordered the payment of $5.19 weekly for 100 weeks as compensation for the permanent disability, crediting $107.92 previously paid. Counsel fees were $15, to which were added $8.04 disbursements.

No. 445.—On December 1, 1913, Timothy M., a journeyman hatter earning $20 a week, caught two fingers in a hat forming machine. The index finger was torn and permanently disabled and the second finger was temporarily disabled. Timothy was away from work for twenty-one weeks, and was therefore entitled to half wages, or $10 weekly, for nineteen weeks. In addition, compensation of half wages for thirty-five weeks was legally due for the permanent disability. The department of labor cites the case as an irregular one, because at the time of the accident report nothing had been paid for temporary disability. At that date one and one-third weeks' payments, or $13.33, were due.

No. 448.—Dennis G., a laborer earning $15 a week, was injured on January 18, 1913, breaking his nose and losing a tooth, besides sustaining several cuts and bruises. He was disabled for eighteen weeks, returning to work on May 29, 1913. A year and four weeks after the latter date, on June 29, 1914, the court ordered the payment of $108 for the arrears in the compensation. Counsel fees and counsel's expenses were $45, or 25 per cent. of the total amount received.

No. 453.—George S., a sausage maker, whose wages were $15 a week, and board valued by the court at $3, was injured on November 24, 1911, by having his left hand drawn into a sausage machine, where he lost parts of two fingers. No benefits were paid. Over two years and a half after the accident, on June 19, 1914, the court ordered the payment, with interest, of the $342 so long overdue. The counsel fee was $50, or 14 per cent. of the award.

No. 455.—Thomas D., a painter earning $13.08 a week, was whirled around a shaft and received serious injuries to his right hand and his left leg on February 9, 1912. He was disabled for two years and was then left with a permanent disability, having lost 50 per cent. of the use of his hand and 30 per cent. of the use of his leg. No medical expenses were paid and no compensation during temporary disability. The injured man brought suit, and on April 8, 1914, over two years after the accident, the court awarded him the compensation due, $1,500.93, of which the arrears were to be paid in a lump sum.

No. 457.—William A., a chauffeur, received injuries to his right arm and hand when his automobile crank backfired, which resulted in the loss of use of the hand for his occupation. The accident occurred on September 7, 1912. On June 2, 1913, the case was decided in court. Wages were $19 a week, and expenses in out-of-town service, which latter were not considered in awarding him $5 weekly for 175 weeks. The employer had

already paid at least $31 more in medical expenses than required by law and $160 benefits in various sums, which payments as well as the excess were credited against the amount of the award.

No. 462.—Marina W. was a domestic servant earning $20 a month, who fell while cleaning a window on July 23, 1913, and injured her back. She seems to have continued work until August 17, but was disabled for fifteen weeks from that time, or till early in December. She received no compensation until March 14, 1914, when the court awarded her $65 for thirteen weeks' disability. Medical expenses were not mentioned. Counsel fees were fixed at $25, or 38 per cent. of the award.

No. 469.—Annie A. was a domestic servant, whose wages were $10 a month, board and lodging. An injury to her right hand stiffened three fingers and caused the amputation of the first finger. On December 16, 1913, the court awarded her compensation of $5 weekly for 67 weeks, apparently making an allowance for board and lodging, contrary to the usual practice, and to the terms of the law.

No. 470.—Harry C., a mason and bricklayer, earned $28.60 a week. On May 17, 1913, he was seriously injured, being disabled for five months, except for two weeks when he did a little work. On January 14, 1914, his case came up in court. Up to that time he had received $103.90 and medical expenses. The court refused to commute the benefits, credited the previous payments and ordered the payment of $10 weekly for the balance of the thirty-eight weeks, during which he was entitled to compensation. Counsel fees were set at $50. The $10 weekly benefit, although all to which he was entitled under the New Jersey law, was little more than a third of his weekly wage.

No. 480.—Sandro T., who worked in an iron works for 15 cents an hour, was struck by a moving crane on September 25, 1911. He received injuries to his head, arm and shoulder which disabled him for seventeen weeks and left him with a permanent partial disability in the form of a slight deafness and facial paralysis. The company paid him $70 out of the $75 due for the temporary disability, but it was not until January, 1914, two years after he had returned to work, that the court awarded him the remainder of the benefits. He had to pay $35 in counsel fees, or 14 per cent. of the whole amount he received.

No. 481.—Henry C. was injured on December 24, 1911, being disabled for six weeks. Almost two years later, on December 9, 1913, the court ordered the payment of the $30 compensation due. Counsel fees were set at $5, or 16 2/3 per cent. of the award, from which costs were also to be paid.

No. 482.—Sheridan P., a carpenter earning $20 a week, fell from a ladder and broke his elbow on February 22, 1912. He was away from work only two weeks, but a permanent disability resulted. No compensation was paid. The man brought suit and on January 16, 1914, almost two years after the accident, the court awarded him the $600 to which he was entitled.

No. 485.—Charles Z. was a railroad brakeman, whose wages were about $15 a week. On September 4, 1913, he was hit by a passing locomotive and his arm was cut and broken. He was disabled till November 9, and returned to work on the 15th. He received no compensation till November 25, when a court award gave him the $56 due.

No. 491.—Twice within a few weeks Martin C., who tended a machine in a paper factory for $12 a week, was injured. On October 29, 1912, he cut the index finger of his right hand, shortening and laming it, while he was shifting a steel roller. On November 26 he slipped and sprained his back. He received treatment from the company's doctor for both injuries

and was obliged to go to his own doctor also for the second one. He was incapacitated for work until May 7, 1913. For both accidents he was entitled to $156 in weekly benefits, but at first received only $40 from the company. He took the case to court and was awarded the remaining $116 on December 29, 1913, over a year after the second accident. Counsel fees were $25, or 16 per cent. of the total compensation.

No. 498.—Nuncia B., who earned $2.25 weekly, with board and lodging, received an injury on July 13, 1913, which necessitated the amputation of parts of her first and second fingers. The case was settled in court March 26, 1914, when thirteen weeks' benefits or $29.25 had been paid. The terms of the law did not permit any allowance for board and lodging. A lump sum of $117 was awarded, being the remaining fifty-two weeks without discount. Nothing was allowed for medical expenses or for temporary total disability. Counsel fees of $20 were 13 per cent. of the total received.

No. 500.—On October 30, 1912, Arthur Y., a carpenter earning $15.50 weekly, received an injury which necessitated the amputation of one joint of his left little finger. The injury disabled him for forty-five weeks. He carried the case to court. The award of the amount due him, $390, was made on November 25, 1913, more than a year after the accident.

No. 501.—John D. was a "general helper" earning $6 a week, board and lodging. On April 22, 1912, his leg was injured by the breaking of a beam which threw him to the ground. Only $35 or seven weeks' compensation had been paid up to November 17, 1913, twenty months later, when the court awarded him forty-four weeks' payments for temporary total, and forty weeks for permanent partial disability. Since no value had been set on board and lodging at the time of hiring, John received only $5 a week. Counsel fees of $65 or 15 per cent. of the total and costs were ordered out of the lump sum awarded for overdue payments.

No. 524.—On December 7, 1911, Mabel B., whose weekly wage was $5 was severely injured, losing four fingers and part of the palm of her left hand. She received no compensation until a court award was made on March 20, 1914, two years and three months later. This gave her $597, covering medical expenses and permanent disability, but made no allowance for temporary total disability.

No. 538.—Robert P. was injured on August 13, 1913. He received hospital treatment costing $14, and his other medical expenses were $15. The case first came into court on January 14, 1914. Compensation at $5 weekly began to be due August 28, 1913, and in January just $45.50 had been paid thereon. The court ordered the payment of $83.50 in a lump sum and $5 a week till further order thereafter. On August 14, 1914, about thirty weeks later, the case was again brought into court. The lump sum had then been paid, but not the hospital bill, and the weekly payments were $116 or over twenty-three weeks in arrears. The court then ordered a final settlement for $164, only $48 more than the arrears, "since the defendant has no business or assets out of which payment may be made."

No. 540.—On June 12, 1913, John C., a railroad lamp man earning $10.50 a week, was injured, breaking his shoulder blade and one rib. He was away from work ten and five-sevenths weeks, until August 26. The employer paid medical expenses for two weeks, but did nothing further. John brought suit, and over a year after the accident the court awarded him the $186 due. He had to pay out 21 per cent. of this, or $40, for counsel fees.

No. 574.—Lorenzo C., whose weekly wage was $16, received an injury on August 8, 1913, which disabled him till September 29. No compensation was paid until March 24, 1914, very nearly six months after he had

returned to work. The court then awarded him $32 for medical expenses and $43.42 for disability benefits. Counsel fees were set at $10, which was 13 per cent. of the whole sum received.

No. 580.—Mina W., a miner, had his left eye injured by the premature explosion of a percussion cap in another workman's hands on February 3, 1913, causing a 25 per cent. impairment of vision. In the court award no mention was made of medical expenses.

No. 581.—Endro F., who earned $12.40 a week, was a wire drawer in a plant manufacturing wire rope. On February 21, 1913, 200 pounds of wire fell on him, injuring his right arm and shoulder blade and producing a permanent stiffness. He was totally disabled for nineteen weeks. The company paid him only $2 a week for twenty-one weeks. The case was carried into court. Payments by the company were credited, and the remainder due, $298.05, including $36.25 for medical expenses, was ordered paid on April 20, 1914, fourteen months after the accident. Counsel fees were $35, or over 10 per cent. of the total compensation.

No. 582.—Stephen H., an engineer earning $25 a week, received an injury on October 13, 1913, which resulted in the loss of a third of the usefulness of his right arm. The temporary and the permanent disability together entitled him to sixty-six and two-thirds weeks' benefits. He received nothing until the court awarded him the arrears with $11.25 interest on October 15, 1914, a year and two days after the accident. Benefits were then payable but sixteen weeks longer. The $10 weekly limit gave him only two-fifths of his weekly salary.

No. 585.—Joel H., a slater earning $16.50 a week, fell because of a defective bracket and sprained his ankle on December 2, 1913. The company made a few payments of $10 a week and then stopped. Eight months thereafter, the slater, who had lost seventeen weeks' work, secured from the court an award for back payments of $8.25 (50 per cent. of wages) for fifteen weeks. Against this award the company wished to set off the amounts of $1.75 previously given as over-payments. The court, however, cited authority to show that compensation payments were expressly made periodical in order to serve in lieu of wages, that they could not be prepaid without authority to commute, and that consequently the $1.75 excess would have to be considered as gratuity. Of two payments of $10 each for the first two weeks of disability, for which no compensation is due, the court allowed $8.25 for each week to be credited on future payments.

No. 592.—Peter O., a rubber mill hand, whose wages averaged $11 a week, lost four fingers in his machine on October 16, 1913. In addition to twenty-eight weeks' benefit for temporary total disability, the man was entitled to 100 weeks' compensation, which the courts allowed him for the loss of members. The company had, however, during the period of total disability, paid full wages of $11, or double what it was required to pay for twenty-nine weeks. In court the concern offered a lump sum of $450 in full of all remaining indebtedness, setting off the $159.50, previously overpaid, against the payments still to come. The court allowed the settlement.

No. 618.—John M. worked in the "boil off department" of a dyeing and finishing company for $9 a week. Early in August, 1913, he scalded his thumb so badly that it was amputated at the first joint, causing temporary total disability for about two months. He was entitled to $5 a week during this period, or approximately $40, of which he received not one cent. The law also allowed him $5 weekly for thirty weeks for the permanent disability. This he obtained, being awarded a lump sum of $117.70 by the court on January 31, 1914, $32.30 having already been paid. Counsel fees were $25, a sixth of the award.

No. 622.—Charles S., a varnisher earning $8 a week, was burned from the waist up while at work on December 20, 1912. The employer continued full wages for a time, but the injured man finally took the case to court and secured an award of $5 a week for 168 weeks. With regard to the payments still due the court held that the defendant was "entitled to credit on said payments for payments amounting to $330, being payments for sixty-six weeks at $5 per week."

No. 641.—Samuel P., earning $12.40 a week, lost his right arm. The employer made no payment for the temporary total disability. After several payments for the dismemberment had been made, a mutual agreement was reached between him and the employing company to settle the remaining claim for a lump sum of $800. This settlement the court allowed, although the amount was $57.67 less than the legally commuted value of the payments still due.

No. 644.—Irving T., whose wages were $10.08 a week, received on March 3, 1913, a broken leg and knee, with attendant injury to the arteries, requiring the amputation of the leg below the knee. On June 14, 1914, a year and a quarter later, the court awarded him 125 weeks' compensation at $5.04 a week for the permanent disability, and 100 weeks' benefit for the temporary disability, which at the time was still continuing.

No. 656.—William K. was a carpenter's laborer earning $11 weekly. On August 25, 1913, the floor of a building on which he was working collapsed and he fell with the wreckage and was seriously injured. His left leg and three ribs were broken and his knee and ankle bruised, resulting in more than eighteen weeks' total incapacity and a permanent partial disability. Five persons—his wife and four children—were dependent on him. Two months after the accident the employer gave him $75 "as complete settlement," but followed this with various small sums until $82 in all had been paid. Forty-two weeks after the injury the court decided that the permanent disability amounted to a 75 per cent. impairment of the use of the leg, and awarded 131¼ weeks' compensation at $5.50 a week therefor, in addition to benefits for the period of total incapacity. While the case was pending the injured man was obliged to receive charitable assistance for some time and to send his children to his mother for support. In order to recover the compensation legally due him he had to pay a counsel fee of $100.

No. 660.—Joseph M., a railroad laborer at $10.48 a week, lost his right hand by catching it between cars. The accident happened on November 7, 1913, and he was totally disabled till February 7, 1914. On January 23, 1914, the court awarded him a lump sum of $725.22, which was $54.41 less than the amount to which he was legally entitled. Out of this, $75 was to be paid for counsel fees.

No. 666.—Tony D., who worked for a chemical company for $10.50 a week, was burnt by carbolic acid on July 12, 1913, and disabled thereby for twenty weeks, until December 2, 1913. No compensation was paid and the case was carried to court. The award of the $94.50 due was not made till December 22. He had to pay out 21 per cent. of this, or $20, for counsel fees.

No. 694.—Henry S., a power press operator earning $11.92 weekly, was twice injured in 1913. On February 18 he lost part of the index finger of his right hand; on July 26 he suffered a similar accident to his left hand. He received no compensation until a court award was made on October 21, 1914, fifteen months after the second accident. The award consisted of $258.50 in benefits due, and $8.22 as interest thereon. Counsel fees were fixed at $25.

No. 696.—Frederick Z. was an engineer employed by an ice company at $20 a week. On October 10, 1913, the wheels of a traveling crane ran over his right hand, cutting the third and fourth fingers and permanently impairing their usefulness 15 per cent. in the judgment of the court. Frederick was disabled for six weeks and entitled to five and a quarter weeks' benefits for the permanent disability. He received nothing till nine months later, on July 7, 1914, when the court ordered the payment of the $92.50 due. He had to pay out $15 of this, or 16 per cent, for counsel fees.

No. 697.—John G., a journeyman carpenter, injured his knee on October 29, 1913. He was disabled till January 30, 1914, approximately thirteen weeks. No benefits were paid and he brought suit. The court awarded him the $113.33 due on July 13, 1914, five months and a half after he had returned to work. Since he earned $22 a week, compensation, limited by law to $10, was less than half his wages. Counsel fees were set at $20, or 17 per cent. of the award.

No. 703.—Siddon T., an engineer working for an electric light company at $75 a month, had his hand and arm severely burned by contact with a live wire on June 2, 1914. His thumb had to be amputated, and he was entirely disabled for seven weeks and a day. His medical expenses were $125, of which only $50 was covered by the New Jersey law.

No. 708.—On April 3, 1913, Marinus H., a minor earning $4 a week, fell under a train. His left leg was crushed, necessitating amputation below the knee. On December 22, 1913, the court confirmed the settlement previously made out of court, by which he was allowed a lump sum of $423.60. This was $76.40 below the gross amount due, and $48.41 below the commuted value of the claim.

No. 751.—Frank W., a painter by trade, was incapacitated for work in 1914 by chronic lead poisoning. As occupational diseases were not covered by the New Jersey act, the disabled man received no compensation. The family is known to a large charitable relief society, and has had a large amount of assistance from public charity as well.

No. 810.—Charles S., a laborer in a large asphalt manufactory, whose wages were $10 a week, was thrown to the ground by the fall of a crane on November 5, 1913, and died almost immediately. He left four dependents, who received not one cent. The case was never carried to court.

No. 815.—Illin S. was killed on March 17, 1914, while in the employ of a large steel plant as a laborer at $11.20 a week. His dependent widow and two children were deprived of compensation by the provision of the law which excludes non-resident alien dependents.

No. 821.—Dennis E., a contractor's laborer earning about $12 a week, died on June 17, 1914, of tetanus contracted through a wound received at work five days earlier. He left a wife and five additional dependents, who were legally entitled to 60 per cent. of his wages, or $7.20 weekly for 300 weeks, making $2,160 in all. As a commuted lump sum they should have received $1,897.61, in addition to $100 for burial expenses and the cost of medical treatment. The widow got just $250, out of which she paid $150 for funeral expenses. The shortage is $1,747.61.

No. 825.—Michael W., a signal maintainer on a railroad, earning $19.61 a week, was struck by a car and killed on August 20, 1914, while at work oiling switches. He left nine dependents, who received no compensation whatever, the company stating that "no one has qualified to receive it." According to the law this man's family should have received $10 weekly for 300 weeks, besides $100 for burial expenses.

No. 827.—James D., a railroad brakeman, was killed on July 31, 1914, by falling under a car. He left a widow, to whom the railroad company promised to pay compensation, but no amount was stated. No compensation was ever paid, as the company declared that "no one has qualified to receive it." The case was not brought into court.

No. 828.—Thomas T., a railroad brakeman, was crushed between two cars and killed on July 4, 1914. Burial expenses were not paid, the company's statement being that "no one has qualified" to receive the money.

No. 830.—William M. was a railroad watchman earning $57 a month. He was killed on June 14, 1914, being struck by a train. He left a wife and two other dependents, who received no compensation, the company's statement in this case also being that "no one has qualified to receive it."

No. 835.—Robert G., a driller in the employ of a railroad company, who earned $20.99 a week, was run over and killed on March 12, 1914. He left one dependent, who was promised the legal amount of compensation, $7.34 weekly for 300 weeks, but the company failed to pay burial expenses.

No. 836.—George H., a railroad brakeman, was killed on March 4, 1914, being squeezed between an engine tank and a box car on the next track. He had no dependents. Nothing was paid for burial expenses, the company's statement being that "no one has qualified."

No. 838.—John O., a railroad detective, was struck by an engine and killed on January 30, 1914. He was married, but only the burial expenses of $100 were paid. The widow received no compensation.

No. 842.—James F., a skilled laborer for a water company at $2 a day, was drowned on November 13, 1913, by the overturning of a boat in a covered reservoir. His employer paid $125 burial expenses, but nothing further. The statement is made: "He seems to have a father and mother in Italy. Doubtful whether they are dependents under the provisions of the act." Even if dependents, they would not be entitled to compensation under the terms of the act, whereas if they had lived in this country they would have received at least $5 weekly for 300 weeks.

No. 843.—John S., a laborer in a corn starch factory, who earned $12.96 a week, received fatal burns from an explosion of dextrine starch dust on September 6, 1914. His wife and child were promised the legal benefit of $5.18 per week for 300 weeks, and the employer also paid $40 for medical expenses. No burial expenses were paid, the department therefore listing the case as irregular.

No. 848.—Peter K., a laborer in a steel plant, was hit in the head by a pair of tongs on March 17, 1914, and his skull was fractured. The injury resulted fatally. The man left at least one dependent, a widow, but no compensation whatever was paid. His wages were 17½ cents an hour, so that the widow should have received at least $5 a week for 300 weeks, with medical and burial expenses.

No. 850.—Tony M., an ash-wheeler in a steel plant, earning $11.50 a week, came to his death on November 18, 1914, by being buried under the coal in a bunker. He was not married and no statement of the number of his dependents is made. The case did not come before the court, but was settled for a lump sum of $275. The department states that there were non-resident alien dependents.

No. 851.—On November 23, 1913, John V., a contractor's laborer, whose wages were $2 a day, was fatally injured by a falling cleat which fractured his skull. Seven dependents survived him, probably a wife and six children. The employer agreed to pay them the compensation specified by

law, $7.20 weekly for 300 weeks. He also paid $5 for medical expenses, but no burial expenses were paid. The department therefore listed the case as irregular.

No. 852.—Edmond O., an eighteen year old chauffeur of Irish parentage, whose wages were $18 a week, was killed by the overturn of the car he was driving on June 18, 1914. The employing company paid $10 medical expenses and $183.50 for burial, but as "injured's dependents are aliens," they received not a penny.

No. 866.—Marino S., employed as mill cleaner in a cement plant, was killed on November 25, 1913. The company paid $174.15 burial expenses, but was exempt from further compensation because the dependents were "aliens only."

No. 874.—Carmello B., a builder's laborer earning 35 cents an hour, was killed on August 10, 1914, being hit on the head by a terra-cotta block. His dependents—a wife and two children—were promised the legal benefit of $6.93 per week for 300 weeks, but no burial expenses were paid. Accordingly the department states that this was an irregular case.

No. 903.—Carl S. was a driver earning $14 a week, who, on November 24, 1913, slipped on the step of his wagon and was run over and killed. In accordance with the law, the employer agreed to pay $5 a week for 300 weeks, but the department states that the case was irregular because no burial expenses were paid.

No. 908.—Harry M., a laborer for a coal company at a weekly wage of $10.50 was suffocated in a pile of coal on April 11, 1914. His employer paid $1 for a doctor and $53.77 for the man's funeral expenses. The deceased had a wife and children in Russia who, because they were non-resident aliens, received no compensation.

No. 911.—Walter L., an engineer in a factory, was killed by an explosion and fire on August 15, 1914. He left five dependents to whom the employer promised $10 per week for 300 weeks, as the law provides. Burial expenses were not paid, however. The limitation of benefits to $10 weekly by the law caused this family to receive proportionally less than those having smaller incomes, as Walter had earned $24 weekly. Fifty-five per cent. of this, the usual amount paid to five dependents, is $11.20.

No. 913.—Frank D., worked in a dyeing establishment, receiving $7.50 a week. His death was caused by escaping steam, which burnt him so badly on October 12, 1914, that he died about two weeks later. He left no dependents. His employer paid for medical treatment, but neglected to pay burial expenses.

No. 918.—Peter K., sixteen years old, worked for a druggist as an errand boy for $6 a week. On June 15, 1914, he was struck by a trolley car and killed. He left two dependents, his parents, who were promised, in accordance with the law, $5 per week for 300 weeks. No burial expenses are paid, consequently the department classifies the case as irregular.

No. 935.—Tony G., a contractor's laborer whose wage was $2 a day, was killed by a rock falling 120 feet upon him at the bottom of a shaft on July 3, 1914. He was married. The company paid $125 burial expenses, but the widow and any children there may have been were deprived of compensation because they were non-resident aliens.

No. 936.—Peter L., a contractor's laborer who also earned $2 a day, was killed at the same time and under the same circumstances as Tony G. (No. 935). He also was married, but his wife and the children if there

were any, were deprived of compensation because they were non-resident alien dependents.

No. 937.—Samuel K., like Tony G. (No. 935) and Peter L. (No. 936), was a contractor's laborer, earning $2 a day and was killed together with them by a fall of rock on July 3, 1914. Like both the others he was married, but his wife and any children he may have had were barred from compensation by the clause in the New Jersey law excluding alien non-resident dependents from its benefits.

No. 961.—Steve A., a laborer in a linoleum factory, with a weekly wage of $10.06, had his hip fractured on December 8, 1913 and died about six and one-half weeks later. The employer paid $50 for medical expenses and promised the wife, the only surviving dependent, $5 weekly for 300 weeks, as the law provides. The deceased received, however, no compensation during the four weeks and a half of disability before his death, when he was entitled to such benefit. Burial expenses were paid by a fraternal society and not recovered from the employer, although the law states that "The receipt of benefits from any association, society or fund to which the employee shall have been a contributor shall not bar the . . . . recovery of compensation."

No. 976.—Joseph S., a foreman for an oil company receiving a weekly wage of $10.50, was killed on March 13, 1914. He left two dependents, a wife and child. The firm paid the widow $800 in compensation. The law entitled the two to $5 a week for 300 weeks or $1,317.79 as a lump sum, $517.79 more than they actually received.

No. 979.—Max M., a driver for a packing company, earning $15 a week, was run over and killed on September 8, 1914. He left seven dependents, two of whom according to the firm's statement were non-resident aliens and therefore not entitled to compensation under the law. The five who were in the United States were promised $8.25 a week for 300 weeks, as the law provides, but no burial expenses were paid. The department therefore classifies this as an irregular case.

No. 994.—Daniel S., a builder's laborer, whose weekly wage was $13.50, died on September 21, 1914, from the effects of a fall. The company agreed to pay his surviving dependents $5 weekly for 300 weeks, but did not pay burial expenses, so that the department marked the case irregular.

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