

Senate File No. 159.
BY FRAILEY.

Labor.
February 7, 1919.

A BILL FOR AN ACT

To promote the general welfare of the people of this state by creating a liability on the part of employers to secure and compensate their employes and dependents, irrespective of the fault of either party, for personal injuries sustained by such employes when the same arise out of and in the course of their employment, and providing for such compensation and benefits; determining the conditions and terms under which certain employers and their employes may reject, and certain other employers and their employes may accept, the compensation provisions of this chapter; fixing the character and amount of such compensation and benefits and the manner of arriving at same, and also specifying the terms and conditions under which the same shall be paid; providing for the enforcement and administering of such compensation statute, and fixing penalties for the violation of its provisions; and repealing Chapter 8-A, Title XII, Supplement to the Code, 1913, and all acts amendatory thereof, and all other acts, or parts of acts, in conflict herewith.

Be It Enacted by the General Assembly of the State of Iowa:

PART I.

- 1 SECTION 1. *The terms, conditions and provisions*
- 2 *of Parts I, IV, V, VI and VII of this Chapter shall apply auto-*
- 3 *matically, and without election, to all employers and their*
- 4 *employes engaged in any enterprise, business, or employment*
- 5 *grouped in this Section, all of which are hereby declared to*
- 6 *be hazardous, viz.:*
- 7 *Group 1. The operation, including construction and repair,*
- 8 *of railways operated by steam, electric or other motive power,*

9 street railways, and incline railways, but not their construction
10 when constructed by any person other than the company which
11 owns or operates the railway, including work of express,
12 sleeping, parlor, and dining car employes on railway trains;

13 Group 2. Construction, repair, and operation of railways not
14 included in Group 1.

15 Group 3. The operation, including construction and repair, of
16 car shops, machine shops, steam and power plants, and other
17 works for the purpose of any such railway, or used or to be used
18 in connection with it when operated, constructed or repaired
19 by the company which owns or operates the railway.

20 Group 4. The operation, including construction and repair,
21 of car shops, machine shops, steam and power plants, not included
22 in Group 3.

23 Group 5. The operation, including construction and repair,
24 of telephone lines and wires for the purpose of the business
25 of a telephone company, or used or to be used in connection
26 with its business, when constructed or operated by the company.

27 Group 6. The operation, including construction and repair,
28 of telegraph lines and wires for the purpose of the business
29 of a telegraph company, or used or to be used in connection
30 with its business, when constructed or operated by the company.

31 Group 7. Construction or repair of telegraph and telephone
32 lines not included in Groups 5 and 6.

33 Group 8. The operation, within or without the state, including
34 repair of vessels other than vessels of other states or coun-

35 tries used in interstate or foreign commerce, when operated or
36 repaired by the company; marine wrecking.

37 Group 9. Shipbuilding, including construction and repair in
38 a shipyard or elsewhere, not included in Group 8.

39 Group 10. Longshore work, including the loading or unloading
40 of cargoes or parts of cargoes of grain, coal, ore, freight,
41 general merchandise, lumber or other products or materials;
42 or the moving or handling the same on any dock, platform or
43 place, or in any warehouse, or other place of storage.

44 Group 11. Dredging, subaqueous or caisson construction or
45 repair, and pile driving.

46 Group 12. Construction, installation, repair, or operation of
47 electric light and electric power lines, dynamos, or appliances, and
48 power transmission lines.

49 Group 13. Paving, road building, curb and sidewalk construction
50 or repair; sewer and subway construction or repair, work under
51 compressed air, excavation, tunneling and shaft sinking, well
52 digging, laying and repairing of underground pipes, cables and
53 wires not included in other groups; street cleaning, ashes,
54 garbage, or snow removal; operation of waterworks.

55 Group 14. Lumbering; logging, river driving, rafting, booming,
56 sawmills, bark mills, shingle mills, lath mills, lumber yards;
57 manufacture of veneer and of excelsior; manufacture of barrels,
58 kegs, vats, tubs, staves, spokes or headings.

59 Group 15. Pulp and paper mills.

60 Group 16. Manufacture of furniture, interior woodwork, organs,

61 pianos, piano actions, canoes, small boats, coffins, wicker and
62 rattan ware; upholstering; manufacture of mattresses or bed
63 springs.

64 Group 17. Planing mills; sash and door factories; manufacture
65 of wooden and corrugated paper boxes, cheese boxes, moldings,
66 window and door screens, window shades, carpet sweepers, wooden
67 toys, wooden articles, and wares or baskets; cork cutting.

67½ Group 18. Mining (including surface mining) of coal and all
68 other minerals; reduction of ores and smelting; preparation of
69 metals or minerals; oils and gas wells.

70 Group 19. Quarries; sand, shale, clay, or gravel pits; lime-
71 kilns; manufacture of brick, tile, terra cotta, asbestos, fire-
72 proofing, or paving blocks; manufacture of calcium carbide,
73 cement, asphalt, or paving materials; stone crushing or grinding.

74 Group 20. Manufacture of glass, glass products, glassware,
75 porcelain, or pottery.

76 Group 21. Iron, steel, or metal foundries; rolling mills;
77 manufacture of castings, forgings, heavy engines, locomotives,
78 machinery, safes, anchors, cables, rails, shafting, wires,
79 tubings, pipes, sheet metal, boilers, furnaces, stoves, structural
80 steel, iron, or metal; machine shops, including repairs.

81 Group 22. Operation and repair of stationary engines and boilers,
82 freight and passenger elevators not included in other groups;
83 window cleaning; heating and lighting.

84 Group 23. Manufacture of small castings or forgings; metal
85 wares, instruments, utensils, and articles; hardware, nails,

86 wire goods, screws and bolts; metal beds; sanitary, water, gas,
87 or electric fixtures; light machines; typewriters; cash
88 registers; adding machine; carriage mountings; bicycles; metal
89 toys; tools, cutlery and instruments; photographic cameras and
90 supplies; sheet-metal products; buttons; jewelry; gold, silver,
91 and plated ware; articles of bone, ivory and shell; fountain pens.

92 Group 24. Manufacture of agricultural implements, threshing
93 machines, traction engines, tractors, wagons, carriages, sleighs,
94 vehicles, automobiles, motor trucks; toy wagons, sleighs, or
95 baby carriages; blacksmithing, horseshoeing.

96 Group 25. Manufacture of explosives and dangerous chemicals,
97 corrosive acids or salts, ammonia, gasoline, petroleum, petroleum
98 products, celluloid, gas, charcoal, artificial ice, gunpowder
99 or ammunition; ice harvesting, ice storage, and ice distribution.

100 Group 26. Manufacture of paint, color, varnish, oil, japans,
101 turpentine; printing and other ink; printer's rollers; tar;
102 tarred, pitched, or asphalted paper.

103 Group 27. Manufacture of beverages, mineral water or soda
104 water; bottling.

105 Group 28. Manufacture of drugs and chemicals, not specified
106 in Group 25, medicines, serums, dyes, extracts, phar-
107 maceutical or toilet preparations, soaps, candles, perfumes, non-
108 corrosive acids or chemical preparations, fertilizers, including
109 garbage or sewerage disposal plants; shoe blacking or polish.

110 Group 29. Milling; manufacture of cereals, stock or poultry
111 foods; warehousing; storage of all kinds, including storage for

112 hire; operation of grain elevators.

113 Group 30. Packing houses, meat markets, abbatoirs, manu-
114 facture or preparation of meats or meat products; manufacture or
115 preparation of poultry products; glue, gelatine, paste, or
116 other animal by-products.

117 Group 31. Tanneries.

118 Group 32. Furriers; manufacture of leather goods and
119 products; belting, saddlery, harness; trunks, valises; boots, shoes;
120 gloves; umbrellas; rubber goods, including rubber shoes, tub-
121 ing, tires or hose.

122 Group 33. Canning or preparation of fruit, vegetables, fish,
123 or other foodstuffs; pickle factories and sugar refineries;
124 manufacture of dairy products.

125 Group 34. Bakeries, including manufacture of crackers and
126 biscuits, manufacture of confectionery, spices or condiments.

127 Group 35. Manufacture of tobacco, cigars, cigarettes, or
128 tobacco products.

129 Group 36. Manufacture of cordage, ropes, fiber, brooms, or
130 brushes, manila, hemp or similar fiber products.

131 Group 37. Flax mills; manufacture of textiles or fabrics;
132 spinning, weaving, and knitting; manufacture of yarn, thread,
133 hosiery, cloth, blankets, carpets, canvas, bags, shoddy or felt.

134 Group 38. Manufacture of men's or women's clothing, white
135 wear, shirts, collars, corsets, hats, caps, furs or robes, or other
136 articles from textiles or fabrics.

137 Group 39. Power laundries; dyeing, cleaning or bleaching.

138 Group 40. *Printing, engraving, photo-engraving, stereotyping,*
139 *electrotyping, lithographing, embossing; manufacture of moving-*
140 *picture machines and films; manufacture of stationery, paper,*
141 *cardboard boxes, bags, or wall paper; bookbinding.*

142 Group 41. *The operation (otherwise than on tracks) on streets,*
143 *highways, or elsewhere, of cars, trucks, tractors, wagons or*
144 *other vehicles, rollers or engines, propelled by steam,*
145 *gas, gasoline, electric, mechanical or other power, or drawn*
146 *by horses or mules; public garages; livery, boarding, or sales*
147 *stables; movers of all kinds.*

148 Group 42. *Stone cutting or dressing; marble and granite work;*
149 *tombstone and monument setting; manufacture of artificial stone;*
150 *steel building and bridge construction or repair; installation*
151 *or repair of elevators, fire escapes, boilers, engines, or heavy*
152 *machinery; bricklaying, tile laying, mason work, stone setting,*
153 *concrete work, plastering, manufacture of concrete blocks;*
154 *structural carpentry; painting, papering, picture hanging, glazing,*
155 *decorating, or renovating; sheet-metal work; roofing; construction,*
156 *repair, and demolition of buildings, bridges, and other*
157 *structures; salvage of buildings or contents; plumbing, sanitary*
158 *lighting or heating installation or repair; installation*
159 *and covering of pipes or boilers; manufacture and installation*
160 *of lightning rods; junk handling.*

161 Group 43. *Any enterprise, business or employment, in which*
162 *statutory regulations are now, or shall*
163 *hereafter, be imposed for the regulating, guarding, using,*

164 *or placing of machinery or appliances for the protection and*
165 *safe-guarding of the employes or the public therein.*
166 *Group 44. The operation of all mills, shops, works, yards and*
167 *factories where steam, electricity or any other mechanical power is*
168 *used to operate machinery and appliances in and about such*
169 *premises.*

1 SEC. 2. Where the state, county, *township*, municipal
2 corporation, school district, cities under special charter or
3 commission form of government is the employer, the terms,
4 conditions and provisions of this chapter for the payment of
5 compensation and amount thereof for such injury sustained by
6 an employe of such employer shall be exclusive, compulsory and
7 obligatory upon both employer and employe. *Provided, however,*
8 *that this chapter* shall not apply as between a municipal corpora-
9 tion, city or town and any person or persons receiving any bene-
10 fits under, or who may be entitled to benefits from any "firemen's
11 pension fund" or "policemen's pension fund" of any municipal
12 corporation, city or town.

1 SEC. 3. *Part I of this chapter shall be so con-*
2 *strued as not to include an employer or an employe engaged in*
3 *interstate or foreign commerce for whom a rule or method of*
4 *has been established by the Congress of the United States;*
5 *and so as not to apply to any household or domestic servant,*
6 *farm or other laborer engaged in agricultural pursuits, or*
7 *persons whose employment is of a casual nature and not for the*
8 *employer's trade or business.*

1 SEC. 4. *All acts, or parts of acts, in conflict*
2 *with the terms, conditions and provisions of Part I of this*
3 *chapter are hereby repealed.*

PART II.

1 SECTION 1. *The terms, conditions and provisions of Part II.*
2 *of this chapter shall apply to all employers, and their*
3 *employees, except those who, by virtue of Part I of this*
4 *chapter, are subject to the terms, conditions and pro-*
5 *visions of Parts IV, V, VI and VII thereof; and except*
6 *those expressly excluded from said Part II by the pro-*
7 *visions of the next section.*

1 SEC. 2. *Except as otherwise provided by Part II*
2 *of this chapter, it shall be conclusively presumed that*
3 *every employer subject to Part II of said chapter has elected*
4 *to provide, secure and pay compensation according to the*
5 *terms, conditions and provisions of Parts IV, V, VI and VII*
6 *of this chapter for any and all personal injuries sustained*
7 *by an employe arising out of and in the course of the employ-*
8 *ment; and in such cases the employer shall be relieved from*
9 *other liability for recovery of damages or other compensation*
10 *for such personal injury, unless by the terms of this chapter*
11 *otherwise provided; but Part II of this chapter shall be so*
12 *construed as not to include an employer or an employe engaged*
13 *in interstate or foreign commerce for whom a rule or method of*
14 *compensation has been established by the Congress of the*
15 *United States; and so as not to apply to any household or*

16 *domestic servant, farm or other laborer engaged in agricultural*
17 *pursuits, nor to persons whose employment is of a casual*
18 *nature and not for the employer's trade or business.*

1 SEC. 3. *Every employer subject to Part II of this chapter*
2 *who exercises his right to reject the terms, conditions and pro-*
3 *visions thereof in the manner and form provided by said Part II of*
4 *this chapter shall not escape liability for personal injury sustained*
5 *by an employe of such employer when the injury sustained*
6 *arises out of and in the usual course of the employment because:*

7 (a) *The employe assumed the risks inherent in or inci-*
8 *dental to or arising out of his or her employment, or the*
9 *risks arising from the failure of the employer to provide*
10 *and maintain a reasonably safe place to work, or the risks*
11 *arising from the failure of the employer to furnish reasonably*
12 *safe tools or appliances, or because the employer exercised*
13 *reasonable care in selecting reasonably competent employes*
14 *in the business;*

15 (b) *That the injury was caused by the negligence*
16 *of the co-employe;*

17 (c) *That the employe was negligent, unless and except*
18 *it shall appear that such negligence was wilful and with*
19 *intent to cause the injury; or the result of intoxication*
20 *on the part of the injured party.*

1 SEC. 4. *In actions by an employe against an*
2 *employer subject to Part II of this chapter for personal injury,*
3 *arising out of and in the course of the employment, where such*

4 employer has elected to reject the provisions of this *chapter*,
5 it shall be presumed that the injury to the employe was the
6 direct result and growing out of the negligence of *such*
7 employer; and that such negligence was the proximate cause
8 of the injury; and in such cases the burden of proof shall
9 rest upon *such* employer to rebut the presumption of negligence.

1 SEC. 5. Every employer *subject to Part II of this*
2 *chapter* shall be conclusively presumed to have elected to
3 provide, secure and pay compensation to employes for injuries
4 sustained arising out of and in the course of the employment
5 according to the provisions of *Parts IV, V, VI and VII of this*
6 *chapter*, unless and until notice in writing of an election
7 to the contrary shall have been given to the employes by
8 posting the same in some conspicuous place at the place
9 where the business is carried on, and also by filing notice
10 with the Iowa industrial commissioner with return thereon,
11 by affidavit, showing the date that notice was posted as
12 provided *in Part II of this chapter*. Provided, however,
13 that any *such* employer beginning business after the taking
14 effect of this *chapter* and giving notice at once of his
15 desire not to come under the provisions *thereof*, shall not
16 be considered as under said *chapter*. Provided, *further*,
17 that such employer shall not be relieved of the payment of
18 compensation, as by this *chapter* provided, until thirty
19 days after the filing of such notice with the Iowa industrial
20 commissioner, which notice shall be substantially in the

21 following form:

22 EMPLOYER'S NOTICE TO REJECT.

23 To the Employees of the Undersigned, and the

24 Iowa Industrial Commissioner:

25 You, and each of you, are hereby notified that the under-
26 signed rejects the terms, conditions and provisions to provide,
27 secure and pay compensation to employes of the undersigned for
28 injuries received, as provided in Chapter....., of the
29 *Thirty-eighth* General Assembly; and elects to pay damages for
30 personal injuries received by such employe under the common
31 law and statutes of this state, modified by *Part II* of said *chapter*
32 and acts amendatory thereof.

33 Signed.....

34 State of Iowa, }
35 } ss:
36 County, }

37 The undersigned, being first duly sworn, deposes
38 and says that a true, correct and verbatim copy of the fore-
39 going notice was, on the day of, 19.....,
40 posted at.....
(State fully where posted.)

41 Subscribed and sworn to before me by.....,
42 this day of....., 19.....

43

44 The employer shall keep such notice posted in
Notary Public.

45 some conspicuous place, which *notice* shall apply to the em-
46 ployes subsequently employed by *such* employer with the same force

47 and effect and to the same extent and in like manner as *to* em-
48 ployes in the employ at the time the notice was given.

1 SEC. 6. (a) The rights and remedies provided in
2 this *chapter* for an employe on account of injury shall be ex-
3 clusive of all other rights and remedies of such employe, his
4 personal or legal representative, dependents or next of kin, at
5 common law or otherwise, on account of such injury. All em-
6 ployes *subject to Part II of this chapter* shall be conclusively
7 presumed to have elected to take compensation in accordance with
8 the terms, conditions and provisions of this *chapter* until notice
9 in writing shall have been served upon his employer, and also on
10 the Iowa industrial commissioner, with return thereon, by affi-
11 davit, showing the date upon which notice was served upon the
12 employer.

13 (b) In the event such employe elects to reject the
14 terms, conditions and provisions of this *chapter*, the rights
15 and remedies thereof shall not apply where an employe brings
16 an action or takes proceedings to recover damages or compen-
17 sation for injuries received growing out of and in the course
18 of his employment, except as otherwise provided by this *chapter*;
19 and in such actions where *such* employe has rejected the terms
20 of this *chapter* his employer shall have the right to plead and
21 rely upon any and all defenses, including those at common law,
22 and the rules and defenses of contributory negligence, assumption
23 of risk and fellow-servant shall apply and be available to the
24 employer as by statute authorized unless otherwise provided in

25 this *chapter*. The notice required to be given by such employe
26 shall be substantially in the following form:

27 EMPLOYE'S NOTICE TO REJECT.

28 To..... and the
Name of employer

29 Iowa Industrial Commissioner:

30 You, and each of you, are hereby notified that
31 the undersigned hereby elects to reject the terms, conditions,
32 and provisions of the *law* for the payment of compensation,
33 as provided by *Chapter* , Acts of the *Thirty-eight General*
34 *Assembly*, and acts amendatory thereto; and elects to rely upon
35 the common law, as modified by *Part II* of said *chapter*, for the
36 right to recover for personal injury which I may receive, if
37 any, growing out of and arising from the employment while in
38 line of duty for my employer above named.

39 Dated this.....day of....., 19....

40 Signed.....

41 STATE OF IOWA, }
42 } ss:
43 COUNTY, }

44 The undersigned, being first duly sworn, deposes
45 and says that the *foregoing* written notice was, on the.....
46 day of....., 19...., served on the within named
47 employer of the undersigned, by delivering to.....
48 a true, correct and verbatim copy thereof.

.....
(Name of person served.)

49
50 Subscribed and sworn (or affirmed) to before

51 me by the said....., this day of
52 , 19....

53
54 Notary Public.

54 (c) In any case where an employe, or one who is an appli-
55 cant for employment, *is subject to Part II of this chapter and he*
56 *elects to reject the terms, conditions and provisions of this*
57 *chapter*, he shall, in addition to the notice required by sub-
58 division (b) of section *seven of Part II of said chapter*, state
59 in an affidavit to be filed with said notice, who, if any person,
60 requested, suggested or demanded of such employe or applicant
61 that he exercise the right to reject the provisions of this *chapter*.
62 And if request, suggestion or demand has been made of such em-
63 ploye or applicant by any person, such employe or applicant
64 shall give and state the name of the person who made the re-
65 quest, suggestion or demand, and all of the circumstances
66 relating thereto, the date and place when and where made, and per-
67 sons present, and if it be found that the employer of such employe,
68 or an employer to whom an application for employment was made,
69 or any person a member of the firm, association, corporation or
70 agent or official of such employer, made a request, suggestion or de-
71 mand of such employe or applicant for employment to reject the
72 terms, conditions and provisions of this *chapter*, such request, sug-
73 gestion or demand, if made under such conditions, shall be conclu-
74 sively presumed to have been sufficient to have unduly influenced
75 such employe, or *such* applicant for employment, to exercise that
76 right to reject the terms of this *chapter*, and the rejection made

77 under such circumstances shall be conclusively presumed to have
78 been procured through fraud and thereby fraudulently procured,
79 and such rejection shall be null and void and of no effect.

80 No person interested in the business of such
81 employer, financially or otherwise, shall be permitted to ad-
82 minister the oath to the affidavit required in case *such* employe
83 or applicant for employment elects to exercise the right to
84 reject the provisions of this *chapter*. And the person adminis-
85 . tering such oath in making such affidavit, shall carefully read
86 the notice and affidavit to such person making such rejection,
87 and shall explain that the purpose of the notice is to bar such per-
88 son from recovering compensation in accordance with the schedule
89 and terms of this *chapter* in the event that he sustains an
90 injury in the course of such employment; all of which shall
91 be shown by certificate of the person administering the oath
92 herein contemplated. The Iowa industrial commissioner, or any
93 person acting for such commissioner, shall refuse to file the
94 notice and affidavit, unless such notice, affidavit and
95 certificate fully, and in detail, comply with the requirements
96 hereof, and if such rejection, affidavit or certificate is
97 found insufficient for any cause, *they* shall be returned by
98 mail, or otherwise, to the person who executed the instrument.

1 SEC. 7. (a) When an employer, or employe, *who*
2 *is subject to Part II of this chapter* has given notice in
3 compliance with this *chapter*, electing to reject the terms
4 thereof, such election shall continue and be in force until such

5 employer, or employe, shall thereafter elect to come under
6 the provisions of this chapter as is provided in sub-division
7 (b) of this section.

8 (b) When an employer, or employe, *who is subject to*
9 *Part II of this chapter* rejects the terms, conditions or
10 provisions of this *chapter*, such party may, at any time there-
11 after, elect to waive the same by giving notice in writing, in
12 the same manner required of the party in electing to reject
13 the provisions of *said chapter*; and *such waiver* shall become effec-
14 tive when filed with the Iowa industrial commissioner.

1 SEC. 8. *An employer who is subject to Part II of this*
2 *chapter and who, having operated for a time under the compensa-*
3 *tion features of this chapter*, thereafter elects to reject the
4 terms, conditions and provisions thereof, shall not be relieved
5 from the payment of compensation to *his employes* who sustain
6 injuries *arising out of and in the course of the employment*, before
7 the election to reject becomes effective; and in such cases
8 *such* employer shall be required to secure the payment of any
9 compensation due, or that may become due, to such *employes*,
10 subject to the approval of the Iowa industrial commissioner.

1 SEC. 9. Where the employer and employe *are*
2 *subject to Part II of this chapter* and they both elect to
3 reject the terms, conditions and provisions of this *chapter*,
4 the liability of *such* employer shall be the same as though
5 such employe had not rejected the terms, conditions and pro-
6 visions thereof.

1 SEC. 10. *None of the provisions found in Part II*
2 *of this chapter shall in any manner, or to any extent, modify*
3 *or change the terms, conditions and provisions of Part I*
4 *of this chapter. But if Part I of this chapter is adjudicated*
5 *by a court of last resort to be unconstitutional, or invalid*
6 *as to all or any of the enterprises, businesses or employments*
7 *enumerated or included in the several groups set forth in said*
8 *Part I, every employer and his employes engaged in such enter-*
9 *prises, businesses or employments as to which said Part I is so*
10 *adjudicated to be unconstitutional or invalid, shall be, and*
11 *are hereby, included in and subject to the terms, conditions*
12 *and provisions of Part II of this chapter.*

1 SEC. 11. *All acts, or parts of acts, in conflict*
2 *with Part II of this chapter, are hereby repealed.*

PART III.

1 SEC. 1. *Every employer, and his employes, ex-*
2 *pressly excluded from the provisions of Parts I and II hereof*
3 *may elect to become subject to the provisions of*
4 *Parts IV, V, VI and VII hereof in the manner hereinafter pro-*
5 *vided; such election on the part of the employer*
6 *shall be made by the employer posting notice thereof about*
7 *the place where the employes are employed in a manner to be*
8 *prescribed by rules adopted by the Iowa industrial commissioner,*
9 *and by filing with the commissioner a signed statement, in*
10 *the form to be prescribed by the commissioner, to the effect*
11 *that he agrees to accept the*

12 provisions of Parts IV, V, VI and VII hereof, and that he
13 adopts, subject to the approval of the commissioner, one of the
14 methods of securing compensation to his employes prescribed in
15 Part V hereof, which signed statement, when so filed and ap-
16 proved by the commissioner as to form and method of securing com-
17 pensation, shall subject him to the provisions of Parts IV,
18 V, VI and VII hereof, and to all acts amendatory thereof, for
19 the period of one year from the date of such approval, and there-
20 after, without further act on his part, for successive terms
21 of one year each, unless such employer shall, at least sixty
22 days prior to the expiration of such first, or any succeeding,
23 year, file with the commissioner a notice in writing that he
24 withdraws his election. A minor employer shall be deemed sui
25 juris for the purpose of making such an election.

1 SEC. 2. Any employe in the service of any such
2 employer shall be deemed to have accepted and shall be subject
3 to the provisions of Parts IV, V, VI and VII hereof, and any
4 acts amendatory hereof, if, at the time of the injury for
5 which liability is claimed, the employer charged with such lia-
6 bility has not withdrawn his election in the manner herein
7 before provided, and is carrying insurance as provided in Part
8 V of this chapter or has been relieved therefrom as therein
9 provided, and if the employe has not, at the time of entering
10 into his contract of hire, or thereafter, given his employer
11 notice in writing that he elects not to be subject to the terms,
12 conditions and provisions of Parts IV, V, VI and VII hereof and

13 filed a copy thereof with the commissioner. A minor employe
14 shall be deemed sui juris for the purpose of making such an
15 election.

1 SEC. 3. The rights, remedies, benefits, and
2 liabilities of an employer, or employe, so electing to become
3 subject to the provisions of Parts IV, V, VI and VII, hereof,
4 shall thereupon become the same as they would have been had they
5 been engaged in one of the enterprises, businesses or employ-
6 ments enumerated in Part I herof; and the words "employer" and
7 "employe," wherever they appear in Parts IV, V, VI and VII of
8 this chapter, shall be construed as including any employer or
9 employe who has so elected to become subject to its provisions.

1 SEC. 4. All acts, or parts of acts, in conflict
2 with Part III of this chapter are hereby repealed.

PART IV.

1 SEC. 1. The terms, conditions and provisions
2 of Parts IV, V, VI and VII of this chapter shall apply to all
3 employers and employes, as to whom the compensatory features
4 hereof are made compulsory by the terms of Part I of this
5 chapter; and also as to all employers and employes, included
6 in and subject to the terms of Part II of this chapter, and who
7 have not given notice of their election to reject the terms,
8 conditions and provisions of this chapter, or have given such
9 notice and waived the same, as by Part II of this chapter pro-
10 vided; and also to all employers and employes included in
11 and subject to the terms of Part III of this chapter, and who

12 *have elected to avail themselves of the compensatory*
13 *features of this chapter in the manner therein provided.*

1 SEC. 2. Where the employer and employe *are*
2 *subject to Part IV of this chapter* every contract of hire ex-
3 press or implied, shall be construed as an implied agreement
4 between them and a part of the contract on the part of such
5 employer to provide, secure and pay, and on the part of such
6 employe to accept compensation in the manner as by this
7 *chapter* provided in full settlement for all personal injuries
8 sustained, arising out of and in the course of the employment.

1 SEC. 3. Where an employe *sustains* an injury for
2 which compensation is payable under this *chapter* and which
3 injury was caused under circumstances creating a legal liability
4 in some person, other than the employer, to pay damages in
5 respect thereof:

6 (a) The employe, or beneficiary, may take proceedings
7 both against that person to recover damages and against the
8 employer for compensation, but the amount of the compensation
9 to which he is entitled under this *chapter* shall be reduced
10 by the amount of damages recovered;

11 (b) If, in such a case, the employe, or beneficiary
12 recovers compensation under this *chapter*, the employer by
13 whom the compensation was paid, or the party who has been
14 called upon to pay the compensation, shall be entitled to in-
15 demnity from the person so liable to pay damages, as aforesaid,
16 and shall be subrogated to the rights of the employe to recover

17 therefor;

18 (c) *The compromise of any such claim for damages by*
19 *the employe, or his dependents, at an amount less than the*
20 *compensation provided for by this chapter, shall be invalid*
21 *unless made with the written approval of the employer or his*
22 *insurer.*

1 SEC. 4. No contract, rule, regulation or device
2 whatsoever, shall operate to relieve the employer, in whole
3 or in part, from any liability created by this *chapter*.

1 SEC. 5. Unless the employer, or representative
2 of such employer, shall have actual knowledge of the occurrence
3 of an injury, or unless the employe or some one on his behalf,
4 or some of the dependents or some one on their behalf, shall
5 give notice thereof to the employer within fifteen days of
6 the occurrence of the injury, then no compensation shall be
7 paid until and from the date such notice is given or knowledge
8 obtained; but if notice is given or the knowledge obtained
9 within thirty days from the occurrence of the injury, no want,
10 failure or inaccuracy of a notice shall be a bar to obtaining
11 compensation, unless the employer shall show that he was
12 prejudiced by such want, defect or inaccuracy, and then only
13 to the extent of such prejudice. Provided, that if the employe
14 or beneficiary shall show that his failure to give prior notice
15 was due to mistake, inadvertence, ignorance of fact or law, or
16 inability, or to the fraud, misrepresentation or deceit of
17 another or to any other reasonable cause or excuse, then com-

18 pension may be allowed, unless and then to the extent only
19 that the employer shall show that he was prejudiced by failure
20 to receive such notice. Provided, further, unless knowledge
21 is obtained or notice given within ninety days after the
22 occurrence of the injury, no compensation shall be allowed.
23 No form of notice shall be required but may substantially
24 conform to the following form:

25 FORM OF NOTICE.

26 To.....

27 You are hereby notified that, on or about the
28 day of,, personal injury was sus-
29 tained by....., while in your employ at
30 (Give
name of place where employed, and point where located when in-
31 and that compensation will be claimed therefor.
jury occurred.)

32 Signed.....

33 But *any* variation from this form of notice shall
34 *not* be material, if the notice is sufficient to advise the
35 employer that a certain employe, by name, received an injury
36 in the course of his employment on or about a specified time at
37 or near a certain place. Notice served upon one upon whom an
38 original notice may be served in civil cases shall be a com-
39 pliance with this *chapter*.

40 The notice required to be given to the employer
41 may be served by any person over sixteen years of age, who
42 shall make return upon a copy of the notice, properly sworn
43 to, showing the date of service, where and upon whom served;

44 but no special form of the return of service of the notice shall
45 be required. It shall be sufficient if the facts therefrom
46 can be reasonably ascertained. The return of service may be
47 amended at any time.

1 *SEC. 6. Every employer, to whom the terms, conditions and provi-*
2 *sions of this Part IV apply, shall pay compensation as herein pro-*
3 *vided for any and all personal injuries, including death, sustained by*
4 *his employes arising out of and in the course of the employment; and*
5 *in such cases the employer shall be relieved from other liability for*
6 *the recovery of damages or other compensation for such personal*
7 *injury, unless by the terms of this chapter otherwise provided:*

8 (a) The compensation provided for in *Part IV* of this
9 *chapter* shall be paid in accordance with the *following* schedule,
10 unless otherwise provided:

11 (b) At the time of the injury and thereafter during
12 the disability, but not exceeding four weeks of incapacity, the
13 employer, if so requested by the *employee*, or any one for him,
14 or if so ordered by the court or Iowa industrial commissioner,
15 shall furnish reasonable surgical, medical and hospital ser-
16 vices, and supplies therefor, not exceeding one hundred (\$100.00)
17 dollars. *Provided, however, that in exceptional cases, an*
18 *application may be made in writing to the Iowa industrial*
19 *commissioner for additional surgical, medical and hospital*
20 *services, and supplies therefor, in which case a copy of such*
21 *application shall be mailed to the employer or his insurer. If such*

22 *application is approved by the commissioner, then the employer*
23 *shall furnish such additional services and supplies for such period*
24 *and in such amount as the Iowa industrial commissioner shall order,*
25 *but in no event to exceed one hundred (\$100.00) dollars.*

26 (c) Where the injury causes death, the compensation
27 under this *chapter* shall be as follows:

28 (1) The employer shall, in addition to any other
29 compensation, pay the reasonable expense of the employe's
30 last sickness and burial not to exceed one hundred (\$100.00)
31 dollars. If the employe leaves no dependents this shall be
32 the only compensation.

33 (2) If death results from the injury, the employer
34 shall pay the dependents of the employe wholly dependent upon
35 his earnings for support at the time of the injury, a weekly
36 payment equal to *sixty* per cent of his average weekly wages,
37 but not more than *fifteen* (\$15.00) dollars nor less than *six*
38 (\$6.00) dollars per week for a period of three hundred
39 weeks.

40 (3) If the employe leaves dependents only partially
41 dependent upon his earnings for support at the time of the
42 injury, the weekly compensation to be paid as aforesaid shall
43 be equal to the same proportion of the weekly payments for the
44 benefit of persons wholly dependent as the amount contributed
45 by the employe to such partial dependents bears to the annual
46 earnings of the deceased at the time of the injury.

47 (4) When weekly payments have been made to an injured

48 employe before his death, the compensation to dependents shall
49 begin from the date of the last of such payments, but shall
50 not continue more than three hundred weeks from the date of the
51 injury.

52 (d) No compensation shall be paid for an injury which
53 does not incapacitate the employe for a period of at least
54 two weeks from earning full wages; provided, however, that
55 this provision shall not apply to injuries resulting in
56 disability partial in character and permanent in quality.
57 Should such incapacity extend beyond a period of two weeks,
58 compensation shall begin on the fifteenth day after the injury;
59 provided, however, that if the period of incapacity extends beyond
60 the thirty-fifth day following the date of the injury, then
61 the compensation for the fifth week of incapacity shall be
62 increased by adding thereto an amount equal to two-thirds (2-3)
63 of the weekly compensation; if the period of incapacity extends
64 beyond the forty-second day following the date of the injury,
65 then the compensation for the sixth week of incapacity shall
66 be increased by adding thereto an amount equal to two-thirds
67 (2-3) of the weekly compensation; if the period of incapacity
68 extends beyond the forty-ninth day following the date of the
69 injury, then the compensation for the seventh week of incapacity
70 shall be increased by adding thereto an amount equal to two-
71 thirds (2-3) of the weekly compensation; if the period of
72 incapacity extends beyond the forty-ninth day following the date
73 of the injury, then the compensation thereafter shall be only

74 the weekly compensation provided for in this law.

75 (e) For injury producing temporary disability, *sixty*
76 per cent of the average weekly wages received at the time of
77 the injury, subject to a maximum compensation of fifteen (\$15.00)
78 dollars and a minimum of six (\$6.00) dollars per week; provided
79 that if at the time of injury the employe receives wages less
80 than six (\$6.00) dollars per week, then he shall receive the
81 full amount of wages per week. This compensation shall be paid
82 during the period of such disability, not, however, beyond
83 three hundred weeks.

84 (f) For disability total in character and permanent
85 in quality, *sixty* per cent of the average weekly wages re-
86 ceived at the time of the injury, subject to a maximum com-
87 pensation of fifteen (\$15.00) dollars per week and a minimum of
88 six (\$6.00) dollars per week; provided that if at the time of
89 injury the employe receives wages less than six (\$6.00) dollars
90 per week, then he shall receive the full amount of wages per
91 week. This compensation shall be paid during the period of
92 such disability, not, however, beyond four hundred weeks.

93 (g) For disability partial in character and permanent
94 in quality, the compensation shall be as follows:

95 (1) For the loss of a thumb, *sixty (60%)* per cent
96 of the *average weekly* wages during forty (40) weeks;

97 (2) For the loss of a first finger, commonly
98 called the index finger, *sixty (60%)* per cent of the *average*
99 *weekly* wages during thirty (30) weeks;

100 (3) For the loss of a second finger, *sixty (60%)*
101 per cent of the *average weekly* wages during twenty-five (25)
102 weeks;

103 (4) For the loss of a third finger, *sixty (60%)*
104 per cent of the *average weekly* wages during twenty (20) weeks;

105 (5) For the loss of a fourth finger, commonly called
106 the little finger, *sixty (60%)* per cent of the *average weekly*
107 wages during fifteen (15) weeks.

108 (6) The loss of the *distal* phalanx of the thumb
109 or of any finger shall be considered to be equal to the
110 loss of one-half of such thumb or finger, and the compensation
111 shall be one-half of the *period of time* above specified.

112 (7) The loss of more than one phalanx shall be con-
113 sidered as the loss of the entire finger or thumb.

114 (8) For the loss of a great toe, *sixty (60%)* per cent
115 of the *average weekly* wages during twenty-five (25) weeks;

116 (9) For the loss of one of the toes other than the
117 great toe, *sixty (60%)* per cent of the *average weekly* wages
118 during fifteen (15) weeks.

119 (10) The loss of the *distal* phalanx of any toe shall
120 be considered to be equal to the loss of one-half of such
121 toe and the compensation shall be one-half of the *period of*
122 *time* above specified.

123 (11) The loss of more than one phalanx shall be con-
124 sidered as the loss of the entire toe.

125 (12) For the loss of a hand, *sixty (60%)* per cent of

126 the *average weekly* wages during one hundred fifty (150) weeks;

127 (13) The loss of two-thirds of that part of
128 an arm between the shoulder joint and the elbow joint shall
129 constitute the loss of an arm, and the compensation therefor
130 shall be sixty (60%) per cent of the *average weekly* wages
131 during two hundred twenty-five (225) weeks.

132 (14) For the loss of a foot, sixty (60%) per cent of
133 the *average weekly* wages during one hundred twenty-five (125)
134 weeks;

135 (15) The loss of two-thirds of that part of a
136 leg between the hip joint and the knee joint shall constitute
137 the loss of a leg, and the compensation therefor shall be
138 sixty (60%) per cent of the *average weekly* wages during
139 two hundred (200) weeks.

140 (16) For the loss of an eye sixty (60%) per cent
141 of the *average weekly* wages during one hundred (100) weeks;

142 (17) For the loss of a second or last eye, the
143 other eye having been lost prior to the injury resulting
144 in the loss of the second eye, sixty (60%) per cent of
145 the *average weekly* wages during two hundred (200) weeks;

146 (18) For the loss of hearing in one ear, sixty
147 (60%) per cent of the *average weekly* wages during fifty
148 (50) weeks, and for the loss of hearing in both ears,
149 sixty (60%) per cent of the *average weekly* wages during
150 one hundred fifty (150) weeks;

151 (19) The loss of both arms, or both hands, or both

152 feet, or both legs, or both eyes, or any two thereof,
153 caused by a single accident, shall constitute total and
154 permanent disability *and the compensation therefor shall*
155 *be sixty (60%) per cent of the average weekly wages during*
156 *four hundred (400) weeks.*

157 (20) In all other cases of disability, partial in
158 character and permanent in quality, whether specifically named
159 herein or not, the basis of compensation shall be sixty (60%)
160 per cent of the average weekly wages and the period thereof
161 shall bear such relation to the periods of time stated in the
162 above schedule as the disability bears to those disabilities
163 produced by the injuries named in the schedule. Should the
164 employe and employer be unable to agree upon the com-
165 pensation to be paid in cases not specifically named in the
166 schedule, the amount of compensation shall be settled accord-
167 ing to provisions of this chapter, as in other cases of disagreement.

168 (21) The compensation herein provided for disabilities,
169 partial in character and permanent in quality, shall at all
170 times be subject to a maximum payment of fifteen (\$15.00) dollars
171 per week and a minimum of six (\$6.00) dollars per week; provided
172 that if at the time of injury, the employe receives wages
173 less than six (\$6.00) dollars per week, then he shall receive
174 the full amount of wages per week.

175 (22) The periods of compensation herein provided for
176 disabilities shall not exceed four hundred (400) weeks, even
177 though an injury results in two or more of the disabilities

178 *named in this chapter.*

1 SEC. 7. No compensation under this *chapter* shall
2 be allowed for an injury caused by the employe's wilful in-
3 tention to injure himself or to wilfully injure another; nor
4 shall compensation be paid to an injured employe if injury is
5 sustained where intoxication of the employe was the proximate
6 cause of the injury.

1 SEC. 8. Where an employe is entitled to compensa-
2 tion under this *chapter* for an injury received and death ensues
3 from any cause not resulting from the injury for which he was
4 entitled to the compensation, payments of the unpaid balance
5 for such injury shall cease and all liability therefor shall
6 terminate.

1 SEC. 9. After an injury, the employe, if so
2 requested by his employer, shall submit himself for examination
3 at some reasonable time and place within the state and as often
4 as may be reasonably requested, to a physician or physicians
5 authorized to practice under the laws of this state, without
6 cost to the employe; but if the employe requests, he shall,
7 at his own cost, be entitled to have a physician or physicians
8 of his own selection present to participate in such examination.
9 The refusal of the employe to submit to such examination shall
10 deprive him of the right to compensation during the continuance
11 of such refusal. When a right to compensation is thus sus-
12 pended no compensation shall be payable in respect to the
13 period of suspension.

1 SEC. 10. The compensation herein provided shall
2 be the measure of the responsibility which the employer has
3 assumed for injuries or death that may occur to employes in
4 his employment subject to the provisions of this *chapter*, and
5 it shall not be in anywise reduced by contribution from em-
6 ployes.

1 SEC. 11. When an injured minor employe or a
2 minor dependent or one mentally *incompetent* is entitled to
3 compensation under this *chapter*, payment shall be made to a
4 trustee appointed by the judge of the district court for each
5 county in the respective judicial districts, and the money
6 coming into the hands of the said trustees shall be expended
7 for the use and benefit of the person entitled thereto under
8 the direction and orders of the judge during term time or
9 in vacation. The trustee shall make annual reports to the
10 court of all money or property received and expended for each
11 person, and for services rendered as trustee shall be paid
12 such compensation by the county as the court may direct by
13 written order directed to the auditor of the county who shall
14 issue a warrant therefor upon the treasurer of the county in
15 which the appointment is made. If the judge making the ap-
16 pointment deems it advisable, a trustee may be appointed to
17 serve for more than one county in the district and the expenses
18 shall be paid ratably by each county according to the amount
19 of work performed in each county. The trustee shall qualify and
20 give bond in such amount as the judge may direct, which may

21. be increased or diminished from time to time as the court may
22. deem best.

1 SEC. 12. In case a deceased employe for whose
2. injury or death compensation is payable leaves surviving him
3. an alien dependent or dependents residing outside the United
4. States, the consul-general, consul, vice-consul or consular
5. agent of the nation of which the said dependent or dependents
6. are citizens shall be regarded as the representative of such
7. dependent or dependents. Such consular officer, or his duly
8. appointed representative residing in the state of Iowa, shall
9. have the right in behalf of such non-resident dependent or
10. dependents to present, prosecute, litigate, adjust and settle
11. all claims for compensation provided by this chapter, and to receive
12. for distribution to such dependent or dependents all compensa-
13. tion arising thereunder; *provided, however, that an alien depen-*
14. *dent competent to execute contracts may appoint a personal*
15. *representative residing in the state of Iowa, by filing with*
16. *the Iowa industrial commissioner, a duly executed power of*
17. *attorney making such appointment.*

18 Such consular officer or his duly appointed
19. representative shall file with the industrial commissioner a
20. copy of his exequatur or evidence of his authority and the
21. industrial commissioner shall notify such consular officer or
22. his said representative of the death of all employes leaving
23. alien dependent or dependents residing in the country of said
24. consular officer so far as the same shall come to his knowledge;

25 provided, however, that nothing herein shall abridge the right of
26 any relative of such decedent who may reside in the state of
27 Iowa to take out administration upon *and settle* the estate of
28 such decedent *in the manner provided by law*; and provided
29 further that before said consular agent or his representative
30 shall have the right to receive funds due the estate of
31 said decedent he shall regularly take out administration in
32 the county where decedent last resided, and give bond as ad-
33 ministrator for the protection of such funds as provided by law.

1 SEC. 13. In any case where the period of
2 compensation can be determined definitely either party may,
3 upon due notice to the other, apply to any judge of the district
4 court for the county in which the accident occurred for an
5 order commuting future payments to a lump sum; provided,
6 that no judge of the district court shall consider any such ^{however,}
7 application until there is endorsed thereon by the Iowa
8 industrial commisioner his approval of such commutation, and
9 no order shall be issued by such judge contrary to the en-
10 dorsement of said industrial commissioner. And such judge
11 may make such an order when it shall be shown to his satisfac-
12 tion that the payment of a lump sum in lieu of future weekly
13 payments, will be for the best interest of the person or
14 persons receiving or dependent upon said compensation, or that
15 the continuance of *weekly* payments will, as compared with
16 lump sum payments, entail undue expense or undue hardship
17 upon the employer liable therefor. Where the commutation is

18 ordered, the court shall fix the lump sum to be paid at an
19 amount which *will* equal the total sum of the probable future
20 payments capitalized at their present value and upon the basis
21 of interest, calculated at five (5%) per cent per annum. Upon
22 the payment of such amount the employer shall be discharged
23 from all further liability on account of such injury or death,
24 for which said compensation was being paid, and be entitled
25 to a duly executed release, upon filing which the liability
26 of such employer under any agreement, award, finding or judg-
27 ment shall be discharged of record.

1 SEC. 14. The basis for computing compensation
2 provided for in this *chapter* shall be as follows:

3 (a) The compensation shall be computed on the
4 basis of the annual earnings which the injured person received
5 as salary, wages or earnings in the employment of the same em-
6 ployer during the year next preceding the injury.

7 (b) Employment by the same employer shall be
8 taken to mean employment by the same employer in the grade
9 in which the employe was employed at the time of the accident,
10 uninterrupted by absence from work due to illness or any other
11 unavoidable cause.

12 (c) The annual earnings, if not otherwise de-
13 terminable, shall be regarded as three hundred times the average
14 daily earnings in such computation.

15 (d) If the injured person has not been en-
16 gaged in the employment for a full year immediately preceding

17 the accident, the compensation shall be computed according to
18 the annual earnings which persons of the same class in the same
19 or in neighboring employments of the same kind have earned dur-
20 ing such period. And if this basis of computation is impossible,
21 or should appear to be unreasonable, three hundred times the
22 amount which the injured person earned on an average of those
23 days when he was working during the year next preceding the
24 accident, shall be used as a basis for the computation.

25 (e) In case of injured employes who earn either
26 no wages or less than three hundred times the usual daily
27 wage or earnings of the adult day laborer in the same line of
28 industry of that locality, the yearly wage shall be reckoned
29 as three hundred times the average daily local wages of the
30 average wage earner in that particular kind or class of work;
31 or if information of that class is not obtainable, then of the
32 most similar class in the same general employment
33 in the same neighborhood.

34 (f) As to employes *employed in a business or enter-*
35 *prise which customarily shuts down and ceases operation*
36 *during a season of each year, the number of working days*
37 *which it is the custom of such business or enterprise to*
38 *operate* each year shall be used instead of three hundred as a
39 basis for computing the annual earnings, provided the minimum
40 number of days which shall be used *as a* basis for the year's
41 work shall not be less than two hundred.

42 (g) Earnings, for the purpose of this section, shall

43 be based on the earnings for the number of hours commonly re-
44 garded as a day's work for that employment, and shall exclude
45 overtime earnings. The earnings shall not include any sum
46 which the employer has been accustomed to pay the employe to
47 cover any special expense entailed on him by the nature of
48 the employment.

49 (h) In computing the compensation to be paid to any
50 employe who, before the accident for which he claims compensation,
51 was disabled and drawing compensation under the terms of this
52 *chapter*, the compensation for each subsequent injury shall be
53 apportioned according to the proportion of incapacity and dis-
54 ability caused by the respective injuries which he may have
55 suffered. *Provided, however, nothing herein contained shall be*
56 *construed so as to change or modify the compensation provided*
57 *in Part IV of this chapter for the loss of a second or last eye,*
58 *or that provided for the loss of hearing in both ears.*

1 SEC. 15. In this *chapter*, unless the context otherwise
2 requires:

3 (a) "Employer" includes and applies to any person, firm,
4 association, or corporation, and includes state, counties,
5 *townships*, municipal corporations, cities under special charter and
6 under commission form of government and shall include school
7 districts and the legal representatives of a deceased employer.
8 Whenever necessary to give effect to *Section 3, Part IV of this*
9 *chapter*, it includes a principal or intermediate contractor.

10 (b) "Workman" is used synonymously with "employe" and

11 means any person who has entered into the employment of, or works
12 under contract of service, express or implied, or apprenticeship
13 for an employer, except a person whose employment is purely casual
14 *and* not for the purpose of the employer's trade or business or
15 those engaged in clerical work only, but clerical work shall not
16 include one who may be subjected to the hazards of the business,
17 or one holding an official position or standing in a
18 representative capacity of the employer, or an official
19 elected or appointed by the state, county,
20 *township*, school district, municipal corporation, cities under
21 special charter and commission form of government; provided
22 that one who sustains the relation of contractor with any
23 person, firm, association, corporation or the state, county,
24 *township*, school district, municipal corporation, cities under
25 special charter or commission form of government, shall not be
26 considered an employe thereof.

27 The term "workman" shall include the singular and
28 plural of both sexes. Any reference to a workman who has
29 been injured shall, where the workman is dead, include a
30 reference to his dependents as herein defined, legal representa-
31 tives or where the workman is a minor or incompetent, to his
32 guardian or next friend.

33 (c) The following shall be conclusively presumed
34 to be wholly dependent upon a deceased employe:

35 (1) The surviving spouse, unless it be shown
36 that the survivor wilfully deserted deceased without fault

37 upon the part of the deceased; and if it be shown that the sur-
38 vivor deserted deceased without fault upon the part of deceased,
39 the survivor shall not be regarded as a dependent in any degree.
40 No surviving spouse shall be entitled to the benefits of this
41 *chapter* unless she shall have been married to the deceased at
42 the time of the injury, and should the deceased employe leave
43 no dependent children, and should the surviving spouse remarry,
44 then all compensation payable to her shall terminate on the date
45 of such remarriage.

46 (2) A child or children under sixteen years of age
47 (and over said age if physically or mentally incapacitated from
48 earning) whether actually dependent for support or not upon
49 the parent at the time of his or her death.

50 (3) A parent of a minor entitled to the earnings of
51 the employe at the time when the injury occurred.

52 (4) If the deceased employe leaves dependent surviving
53 spouse, the full compensation shall be paid to such spouse;
54 but if the dependent surviving spouse dies before payment is
55 made in full, the balance remaining shall be paid to the
56 person or persons wholly dependent, if any, share and share
57 alike. If there be no person or persons wholly dependent,
58 then payment shall be made to partial dependents.

59 (5) In all other cases, questions of dependency in
60 whole or in part shall be determined in accordance with the
61 fact as the fact may be at the time of the injury; and in
62 such other cases if there is more than one person wholly

63 dependent, the death benefit shall be equally divided among
64 them, and persons partially dependent, if any, shall receive
65 no part thereof. If there is no one wholly dependent and
66 more than one person partially dependent, the death benefit
67 shall be divided among them according to the relative extent
68 of their dependency. Provided, however, that when a lump
69 sum is paid as contemplated by this *chapter*, the court or
70 commissioner, in making distribution thereof, shall take
71 into consideration the contingent rights of partial bene-
72 ficiaries, or the rights of those who may become such after a
73 wholly dependent child or children becomes sixteen years of age.

74 (6) Step-parents shall be regarded in this *chapter* as
75 parents.

76 (7) Adopted child or children or step-child or children
77 shall be regarded in this *chapter* the same as if issue of the
78 body.

79 (d) "Injury" or "personal injury" includes death result-
80 ing from injury.

81 (e) The words "personal injury arising out of and in the course
82 of *the* employment" shall include injuries to employes whose
83 services are being performed on, in or about the premises which
84 are occupied, used or controlled by the employer, and also
85 injuries to those who are engaged elsewhere in places where
86 their employer's business requires their presence and subjects
87 them to dangers incident to the business.

88 (f) The words "injury" and "personal injury" shall not

89 include injury caused by the wilful act of a third person
90 directed against an employe for reasons personal to such employe
91 or because of his employment.

92 (g) They shall not include a disease except as it shall
93 result from the injury.

94 (h) The word "court" whenever used in this *chapter*, unless
95 the context shows otherwise, shall be taken to mean the
96 district court.

1 SEC. 16. Any contract of employment, relief
2 benefit or insurance or other device whereby the employe is
3 required to pay any premium or premiums for insurance against the
4 compensation provided for in this *chapter* shall be null and void;
5 and any employer withholding from the wages of any employe any
6 amount for the purpose of paying any such premium shall be guilty
7 of a misdemeanor and punishable by a fine of not less than ten
8 (\$10.00) dollars nor more than fifty (\$50.00) dollars, for each
9 offense, in the discretion of the court.

1 SEC. 17. No employe or beneficiary shall have
2 power to waive any of the provisions of this *chapter* in regard to
3 the amount of compensation which may be payable to such employe
4 or beneficiary hereunder to whom this *chapter* applies.

1 SEC. 18. Any contract or agreement made by any
2 employer or his agent or attorney with any employe or any
3 other beneficiary of any claim under the provisions of this
4 *chapter* within twelve days after the injury shall be pre-
5 sumed to be fraudulent.

1 SEC. 19. No claim of an attorney at law for ser-
2 vices in securing a recovery under this *chapter* shall be an
3 enforceable lien thereon unless the amount of the same be approved
4 in writing by a judge of a court of record or the Iowa industrial
5 commissioner, which approval may be made in term time or
6 vacation.

1 SEC. 20. The provisions of this *chapter* shall
2 apply to employers and employes, as defined in this *chapter*, en-
3 gaged in intrastate commerce; and *shall also apply to those*
4 engaged in interstate or foreign commerce for whom a rule
5 or method of compensation has been, or may be, established by
6 the Congress of the United States, *but in such latter cases*
7 only to the extent that their mutual connection with intrastate
8 work shall be clearly separable and distinguishable from inter-
9 state or foreign commerce. *So far as permitted, or not*
10 *forbidden, by any act of Congress, employers engaged in inter-*
11 *state commerce and their employes working only in this state,*
12 *may mutually accept and become bound by the compensatory*
13 *provisions of this chapter in the manner provided in Part*
14 *III of said chapter.*

1 SEC. 21. *All claims for compensation provided*
2 *for in this chapter, and all monies received in payment there-*
3 *of, whether the same shall be in the actual possession of the*
4 *person entitled thereto under the provisions of said chapter,*
5 *or deposited, loaned, or invested by him in homestead property,*
6 *shall be exempt from all claims of creditors and from levy,*

7 *execution and attachment or other remedy for recovery or*
8 *collection of a debt, which exemption may not be waived.*

1 *SEC. 22. All acts, or parts of acts, in conflict*
2 *with Part IV of this chapter are hereby repealed.*

PART V.

1 *SECTION 1. Every employer subject to Part IV of*
2 *this chapter shall insure and keep insured his compensation*
3 *liability thereunder, in some company, association or organi-*
4 *zation authorized to transact the business of compensation*
5 *insurance in the state of Iowa, unless relieved from such require-*
6 *ment in the manner provided by Section 9, Part V hereof. If*
7 *insurance be so effected in such a company, association or*
8 *organization, the employer shall furnish the Iowa industrial*
9 *commissioner satisfactory proof thereof, together with the*
10 *name of such insurer, within thirty days after written demand*
11 *therefor by such commissioner.*

1 *SEC. 2. For the purpose of complying with the foregoing*
2 *section, groups of employers, by themselves or in an*
3 *association, with any or all of their workmen, may form*
4 *insurance associations as hereinafter provided, subject to*
5 *such reasonable conditions and restrictions as may be fixed*
6 *by the state insurance department, and membership in such*
7 *mutual insurance organization as approved, together with*
8 *evidence of the payment of premiums due, shall be evidence*
9 *of compliance with the preceding section.*

1 *SEC. 3. Subject to the approval of the Iowa indus-*

2 trial commissioner, any employer, or group of employers, may
3 enter into or continue an agreement with his or their work-
4 men to provide a scheme of compensation, benefit or insurance
5 in lieu of the compensation and insurance provided by this
6 *chapter*; but, such scheme shall in no instance provide less
7 than the benefits here secured, nor vary the period of com-
8 pensation provided for disability or for death, or the pro-
9 visions of this *chapter* with respect to *weekly* payments,
10 or the percentage that such payments shall bear to weekly wages,
11 except that the sums required may be increased; provided,
12 further, that the approval of the Iowa industrial commissioner
13 shall be granted, if the scheme provides for contribution
14 by workmen, only when it confers benefits in addition to those
15 required by this *chapter* commensurate with such contributions.

1 SEC. 4. Whenever such scheme or plan is approved
2 by the Iowa industrial commissioner, he shall issue a certifi-
3 cate to that effect, whereupon it shall be legal for such em-
4 ployer, or group of employers, to contract with any or all
5 of his or their workmen to substitute such scheme or plan for
6 the provisions of this *chapter* during a period of time fixed
7 by said department.

1 SEC. 5. Such scheme or plan may be terminated by
2 the Iowa industrial commissioner on reasonable notice to the
3 interested parties if it shall appear that the same is not
4 fairly administered, or if its operation shall disclose latent
5 defects threatening its solvency, or if for any substantial

6 reason it fails to accomplish the purpose of this *chapter*, but
7 from any such order of said Iowa industrial commissioner the
8 parties affected, whether employer or workman, may, upon the
9 giving of proper bond to protect the interests involved, ap-
10 peal for equitable relief to the district court of this state.

1 SEC. 6. No insurer of any obligation under this
2 *chapter* shall, either by himself or through another, either
3 directly or indirectly, charge or accept as a commission or com-
4 pensation for placing or renewing any insurance under this
5 *chapter* more than fifteen (15%) per cent of the premium charged.

1 SEC. 7. Every policy issued by any insurance
2 corporation, association or organization to assure the
3 payment of compensation under this *chapter* shall contain a
4 clause providing that between any employer and the insurer,
5 notice to and knowledge of the occurrence of injury or death on
6 the part of the insured shall be notice and knowledge on the part of
7 the insurer; and jurisdiction of the insured for the purpose
8 of this *chapter* shall be jurisdiction of the insurer and
9 the insurer shall be bound by every award or
10 judgment rendered against the insured.

1 SEC. 8. No policy of insurance issued under this
2 *chapter* shall contain any provision relieving the insurer from
3 payment if the insured becomes insolvent or discharged in
4 bankruptcy during the period that the policy is in operation,
5 or the compensation, or any part of it, is due and unpaid.
6 Every policy shall provide that the workman shall have a first

7 lien upon any amount becoming due on account of such policy to
8 the insured from the insurer, and that in case of the legal
9 incapacity, inability or disability of the insured to receive
10 the amount due and pay it over to the insured workman, or his
11 dependents, said insurer shall pay the same directly to such
12 workman, his agent, or to a trustee for him or his dependents, to
13 the extent of discharging any obligation of the insured to said
14 workman or his dependents.

1 SEC. 9. Where an employer *subject to the compensation*
2 *provisions of this chapter* furnishes proofs to the insurance
3 department satisfactory to the insurance department and Iowa
4 industrial commissioner, of such employer's solvency and financial
5 ability to pay the compensation and benefits as by this *chapter*
6 provided and to make such payments to the parties when entitled
7 thereto, or when such employer deposits with such insurance
8 department security satisfactory to such insurance department
9 and the Iowa industrial commissioner as will secure the pay-
10 ment of such compensation, such employer shall be relieved
11 from *carrying the insurance required in Section 1, Part V of this*
12 *chapter*; provided that such employer shall from time to time,
13 as may be required by such insurance department and Iowa
14 industrial commissioner, furnish such additional proof of
15 solvency and financial ability to pay as by this section of this
16 *chapter* provided. The insurance department and Iowa in-
17 dustrial commissioner, may, at any time, upon reasonable
18 notice to such employer and upon hearing, revoke for cause any

19 order or approval theretofore made, as by this *chapter* provided,
20 and within the contemplation of this section.

1 SEC. 10. *If at the time an injury, arising out of and*
2 *in the course, of the employment, is sustained by the employe,*
3 *the employer is subject to the compensation provisions of this*
4 *chapter, but has failed, neglected or refused to insure his*
5 *compensation liability, as required in Part V of this chapter, or*
6 *has failed to procure a release from such requirement in the*
7 *manner provided by Section 9, of said Part V, then the injured*
8 *employe, or his dependents in the event of his death, may elect*
9 *to hold such employer for the payment of damages resulting from*
10 *the injury. If the employe, or his dependents in the event of*
11 *his death, exercises this election by giving such employer*
12 *written notice thereof within thirty days after the occurrence of*
13 *such injury, then such employer shall be liable to said employe,*
14 *or his dependents in the event of his death, in the same manner*
15 *and to the same extent as though such employer had been included*
16 *in and subject to Part II of this chapter, and, as such, had*
17 *legally exercised his right to reject the compensation provisions*
18 *of this chapter. If such election is not exercised by the*
19 *employe, or his dependents, in the event of his death, within the*
20 *time and in the manner herein provided, then such employer shall*
21 *be liable only for the compensation provided in Part IV of this*
22 *chapter.*

1 SEC. 11. *If an employer subject to Part IV of this*
2 *chapter fails to secure his compensation liability hereunder*

3 *by one of the several methods provided in Part V of this chapter,*
4 *he shall be liable to a penalty of one (\$1.00) dollar per week*
5 *for each one of his employes during the time such failure con-*
6 *tinues. The penalty herein provided shall be recoverable in*
7 *a civil action brought by the Iowa industrial commissioner in*
8 *the name of the state of Iowa; and all penalties so collected*
9 *shall be paid into the state treasury.*

10 *The Iowa industrial commissioner may, in his*
11 *discretion, for good cause shown, remit any such penalty, or*
12 *part thereof, provided that the employer in default secures his*
13 *compensation liability hereunder in one of the several methods*
14 *provided in Part V of this chapter.*

15 *Upon written request of the Iowa industrial commissioner,*
16 *the attorney general of Iowa shall institute and prosecute the*
17 *necessary actions for the recovery of any and all penalties pro-*
18 *vided herein.*

1 *SEC. 12. Any employer subject to the compensation*
2 *provisions of this chapter, who fails to insure his liability*
3 *as required herein, without having been relieved therefrom in*
4 *the manner provided in Section 9 of this Part V shall post and*
5 *keep posted a sign of sufficient size and so placed as to be*
6 *easily seen by his employes in the immediate vicinity where work-*
7 *ing, which sign shall read as follows:*

8 *“Notice to Employes:*

9 *“You are hereby notified that the undersigned employer*
10 *has not insured his liability to pay workmen’s compensation*

11 as provided by law; and that by reason thereof any of his
12 employes who sustain injuries arising out of and in the course
13 of their employment has the optional right either to hold the
14 undersigned employer for the payment of damages, or compen-
15 sation, but not both. If the injured employe desires to elect
16 to hold the undersigned employer for the payment of damages,
17 written notice of such election must be given to his employer
18 within thirty days after the occurrence of the injury. If
19 such written notice is not given within such thirty day period,
20 the undersigned employer is liable for the payment of compensation
21 as provided in the workman's compensation law.

22 (Signed).....

23 Any employer who fails to comply with this section
24 shall be guilty of a misdemeanor.

PART VI.

1 SECTION 1. There is hereby created the office of
2 Iowa industrial commissioner, to be appointed by the governor,
3 by and with the consent of the senate. The term of office of the
4 commissioner shall be six years. An appointment may be made
5 to fill a vacancy or otherwise when the senate is not in session,
6 but shall be acted upon at the next session thereof.
7 The Iowa industrial commissioner shall appoint a
8 deputy, for whose acts he shall be held responsible, who shall
9 hold office during the pleasure of said industrial commissioner.
10 Such appointment shall be made in writing, and must be approved
11 by the executive council of the state of Iowa. The deputy, in

12 the absence or disability of the Iowa industrial commissioner,
13 shall have all the powers and perform all of the duties of the
14 industrial commissioner pertaining to his office, and shall re-
15 ceive an annual salary of two thousand (\$2,000.00) dollars, pay-
16 able in equal monthly installments, out of the state treasury, and
17 in the same manner as are the salaries of other state officials.

1 SEC. 2. The salary and actual necessary expenses
2 of the commissioner shall be paid by the state, and he shall
3 be provided with adequate and necessary office rooms, furniture,
4 equipment, supplies and other necessaries in the transaction
5 of the business. The salary of the commissioner shall be three
6 thousand (\$3,000.00) dollars per annum. The commissioner, by
7 and with the consent of the executive council, may fix the salary
8 and appoint a secretary and other assistants and clerical help
9 as may be required and needed, provided, that the salary of the
10 secretary shall not exceed fifteen hundred (\$1,500.00) dollars per
11 annum. The salary and actual personal expense account of the
12 commissioner shall be itemized and sworn to and filed as other
13 current bills as provided by statute, and warrant therefor
14 shall be issued by the auditor upon the treasurer of the state
15 for the payment thereof at the end of each calendar month;
16 provided, however, that the expense account may be audited,
17 allowed and paid at the end of each week. The commissioner
18 shall provide himself with a seal, which shall be used to authenti-
19 cate his orders, decisions and other proceedings deemed neces-
20 sary, upon which shall be inscribed the words "Iowa Industrial

21 Commissioner's Seal'' and the date of organization. All other
22 accounts made by, through or under the commissioner for
23 salaries and expenditures, unless otherwise by this *chapter*
24 provided, shall be itemized and sworn to by the parties entitled
25 thereto, audited by the commissioner, attested by the secretary,
26 filed as other bills are required by statute, and a warrant
27 shall issue therefor by the auditor of state upon the treasurer,
28 who shall pay the same out of the funds appropriated for the use
29 of the commissioner as by this *chapter* provided. The salaries
30 of all persons under the commissioner shall be audited, allowed
31 and paid at the end of each month, and expense accounts may be
32 audited, allowed and paid at the end of each week. The
33 commissioner shall have the power to remove the secretary
34 or any other person appointed to an office by him, at any
35 time the commissioner may see fit.

36 It shall be unlawful for any appointee by the com-
37 missioner to espouse the election or appointment of any candi-
38 date for or to any political office, or contribute to the campaign
39 fund of any political party, or to the campaign fund of any per-
40 son who is a candidate for election or appointment to any political
41 office; *and a violation of* these provisions by any person
42 performing the duties as an appointee under the commissioner,
43 shall be sufficient cause for dismissal and removal from office.

44 Before entering upon his duties the commissioner
45 shall qualify by taking the oath of his office, that he will
46 support the constitution of the United States and of the state

47 of Iowa, and will faithfully and impartially, without fraud,
48 fear or favor, discharge the duties of his office incumbent upon
49 him, as provided by the law of the state of Iowa, to the best of
50 his ability and understanding

51 There is hereby appropriated out of any money not
52 otherwise appropriated for the use of the commissioner, as con-
53 templated within the terms of this *chapter*, or acts amendatory
54 thereof, or other statutes relating to the commissioner, his
55 duties and responsibilities empowered by law, the sum of twenty
56 thousand (\$20,000.00) dollars annually; and in addition thereto
57 the executive council shall provide and furnish the commissioner
58 with such printing as may be necessary in the transaction of the
59 business within the contemplation of the law.

1 SEC. 3. The commissioner may make rules and
2 regulations not inconsistent with this *chapter* for carrying
3 out the provisions of *this chapter*. Process and procedure
4 under this *chapter* shall be as summary as reasonably may be.
5 While sitting as an arbitration committee, or when conducting a
6 hearing upon review, or in the making of any investigation or
7 inquiry, neither the commissioner nor the arbitration committee
8 shall be bound by common law or statutory rules of evidence,
9 or by technical or formal rules of procedure, but may hold such
10 arbitrations or conduct such hearings and make such investiga-
11 tions and inquiries in the manner best suited to ascertain the
12 substantial rights of the parties. The commissioner shall have
13 the power to subpoena witnesses, administer oaths and to examine

14 such books and records of the parties to a proceeding or inves-
15 tigation as relate to questions in dispute or under investi-
16 gation. The fees for attending as a witness before the in-
17 dustrial commissioner shall be one dollar and fifty cents per
18 diem; for attending before an arbitration committee, one dollar
19 per diem; in both cases five cents per mile for traveling to
20 and from the place of hearing. *If such witness is a regularly*
21 *practicing physician, his fees shall be four (\$4.00) dollars per*
22 *diem.* The district court is hereby empowered to enforce by
23 proper proceedings the provisions of this section relating to
24 the attendance and testimony of witnesses and the examination
25 of books and records. The deposition of any witness may be
26 taken and used as evidence in any hearing pending before a board
27 of arbitration in workmen's compensation proceedings in connec-
28 tion herewith. That such deposition shall be taken in the same
29 manner as provided for the taking of depositions in the district
30 court, and when so taken shall be admissible in evidence in
31 such hearings in the same manner subject to the same rules
32 governing the admission of evidence in the district court.
33 Application for permission to take depositions in such case
34 shall be filed in the district court of the county wherein the
35 case for arbitration shall be heard. The commissioner shall
36 make biennial reports to the governor, who shall transmit the same
37 to the general assembly, in which, among other things, the
38 commissioner shall recommend such changes in the law covered
39 by this *chapter* as he may deem necessary.

1 SEC. 4. The employer shall furnish upon request
2 of an injured employe or dependent or any legal representative
3 acting for such person, a statement of the earnings, wages,
4 or salary and other matters relating to such earnings, wages,
5 or salary during the year or part of the year that such employe
6 was in the employment of such employer for the year preceding
7 the injury. Provided, however, that not more than one report shall
8 be required for each on account of any one injury. *Any*
9 *employer who fails or refuses to furnish such statement of*
10 *earnings, wages, salary, or other matters relating thereto,*
11 *within ten (10) days after request is made therefor, as here-*
12 *in provided, shall be liable for a penalty of twenty-five*
13 *(\$25.00) dollars for each failure or refusal to be recoverable in*
14 *any court of competent jurisdiction in a civil action brought*
15 *by the Iowa industrial commissioner.*

1 SEC. 5. If the employer and employe reach an
2 agreement in regard to the compensation under this *chapter*, a
3 memorandum thereof shall be filed with the Iowa industrial
4 commissioner by the employer or employe, and unless the com-
5 missioner shall, within twenty days, notify the employer
6 and employe of his disapproval of the agreement by registered
7 letter sent to their addresses as given on the memorandum filed,
8 the agreement shall stand as approved and be enforceable for
9 all purposes under the provisions of this *chapter*. In case
10 the injured employe is a minor, either he or the trustee pro-
11 vided for in Section 11, *Part IV of this chapter*, may execute

12 the memorandum of agreement provided for herein, and may
13 give a valid and binding release for the compensation paid on
14 his account under the terms of this *chapter*. Such agreement shall
15 be approved by said commissioner only when the terms conform
16 to the provisions of this *chapter*.

1 SEC. 6. If the employer or injured employe, or representa-
2 tives or dependents, fail to reach an agreement in regard to
3 compensation under this *chapter*, either party may notify the
4 industrial commissioner, who shall thereupon call for the
5 formation of a committee of arbitration. The arbitration
6 committee shall consist of three persons, one of whom shall
7 be the industrial commissioner who shall act as chairman. The
8 other two shall be named, respectively, by the two parties. If
9 a vacancy occurs it shall be filled by the party whose representa-
10 tive is unable to act.

1 SEC. 7. The arbitrators appointed by the parties
2 shall be sworn by the chairman to take the following oath:
3 I,, do solemnly swear (or
4 affirm) that I will faithfully perform my duties as arbitrator
5 and will not be influenced in my decision by any feeling of
6 friendship or partiality toward either party.

7 (Signed)

1 SEC. 8. It shall be the duty of the industrial
2 commissioner, upon notification that the parties have failed
3 to reach an agreement, to request both parties to appoint their
4 respective representatives on the committee of arbitration. The

5 commissioner shall act as chairman, and, if either party does
6 not appoint a member on this committee within seven days after
7 notification as above provided, or after a vacancy has occurred,
8 the commissioner shall fill the vacancy and notify the parties
9 to that effect.

1 SEC. 9. The committee of arbitration shall make
2 such inquiries and investigations as it shall deem necessary.
3 The hearings of the committee shall be in the city, town or
4 place where the injury occurred, *if within the state. If the*
5 *injury occurred outside this state the hearings of the committee*
6 *shall be held in the county seat of this state which is nearest to*
7 *the place where the injury occurred unless the interested parties*
8 *and the Iowa industrial commissioner mutually agree by written*
9 *stipulation that the same may be held at some other place.*

10 The decision of the committee, together with the statement of
11 evidence submitted before it, its findings of fact, rulings of
12 law and any other matters pertinent to questions arising before
13 it shall be filed with the industrial commissioner. Unless a
14 claim for review is filed by either party within five days
15 *from the date of filing the decision with said commissioner, such*
16 *decision shall be enforceable under the provisions of this*
17 *chapter.*

1 SEC. 10. The industrial commissioner may appoint a
2 duly qualified impartial physician to examine the injured em-
3 ploye and make report. The fee for this service shall be five
4 (\$5.00) dollars, to be paid by the industrial commissioner,

5 together with traveling expenses, but the commissioner may
6 allow additional reasonable amounts in extraordinary cases.
7 Any physician so examining any injured employe shall not be
8 prohibited from testifying before the Iowa industrial com-
9 missioner or any other person, commission or court, as to the
10 results of his examination or the condition of the injured employe.

1 SEC. 11. The arbitrators named by or for the parties
2 to the dispute shall each receive five (\$5.00) dollars as a fee
3 for his services, but the industrial commissioner may allow
4 additional reasonable amounts in extraordinary cases. The fees
5 shall be paid by the employer, who may deduct an amount equal
6 to one-half of the sum from any compensation found due the
7 employe. And all other costs incurred in the hearing before
8 the board of arbitration shall be taxed to the losing party,
9 or an equitable apportionment made thereof by the committee
10 according to the facts.

1 SEC. 12. If a claim for review is filed, the
2 industrial commissioner shall hear the parties and may hear evi-
3 dence in regard to any or all matters pertinent thereto
4 and may revise the decision of the committee in whole or in
5 part, or may refer the matter back to the committee for further
6 findings of fact, and shall file its decision with the records
7 of the proceedings and notify the parties thereof. No party
8 shall as a matter of right be entitled to a second hearing
9 upon any question of fact.

1 SEC. 13. Any party in interest may present a

2 certified copy of an order or decision of the commissioner,
3 or an award of an arbitration committee from which no claim
4 for review has been filed within the time allowed therefor, or
5 a memorandum of agreement approved by the commissioner, and
6 all papers in connection therewith, to the district court of
7 the county in which the injury occurred, whereupon said court
8 shall render a decree in accordance therewith and notify the
9 parties. Such decree, in the absence of an appeal from the
10 decision of the industrial commissioner, shall have the same
11 effect and in all proceedings in relation thereto shall there-
12 after be the same as though rendered in a suit duly heard and
13 determined by said court. Upon the presentation to the court
14 of a certified copy of a decision of the industrial commissioner,
15 ending, diminishing or increasing a weekly payment under the
16 provisions of this *chapter*, the court shall revoke or modify the
17 decree to conform to such decision.

18 No order or award of an arbitration committee is
19 appealable direct to the courts, but if any party in interest
20 is aggrieved thereby, he may within five (5) days from the
21 date *when same is filed with* the industrial commissioner apply
22 to said commissioner for a review of the same by such industrial
23 commissioner in the manner as hereinbefore provided. If such
24 party is aggrieved by reason of an order or decree of the Iowa indus-
25 trial commissioner, such party may appeal therefrom to the district
26 court of Iowa, only in the manner and upon the grounds following:

27 Within thirty (30) days from the date of such order

28 or decree of the industrial commissioner the party aggrieved
29 may file an application in writing with the Iowa industrial
30 commissioner asking for an appeal from such order or decree,
31 stating generally the grounds upon which such appeal is sought.
32 In the event such application is filed as hereinbefore provided,
33 the industrial commissioner shall, within thirty days from the
34 filing of the same, cause certified copies of all documents and
35 papers then on file in his office in the matter, and a transcript
36 of all testimony taken therein, to be transmitted with his
37 findings and order or decree to the clerk of the district
38 court of Iowa in and for that county wherein the injury occurred.
39 The application for such appeal may thereupon be brought on
40 for hearing before said district court upon such record by
41 either party on ten (10) days written notice to the other; subject,
42 however, to the provisions of law for a change of the place of
43 trial or the calling of another judge. The findings of fact
44 made by the industrial commissioner within his powers shall
45 in the absence of fraud, be conclusive, but upon such hearing
46 the court may confirm or set aside such order or decree of the
47 industrial commissioner, if he finds:

- 48 (1) That the industrial commissioner acted without or
49 in excess of his powers; or
50 (2) That the order or decree was procured by fraud; or
51 (3) That the facts found by the industrial commissioner
52 do not support the order or decree; or
53 (4) That there is not sufficient competent evidence in the

54 record to warrant the industrial commissioner in making the
55 order or decree complained of.

56 No order or decree of the industrial commissioner
57 shall be set aside by the court upon other than the grounds
58 just stated.

59 Upon the setting aside of any such order or de-
60 cree, the court may recommit the controversy to the industrial
61 commissioner for further hearing or proceedings, or it may
62 enter the proper judgment upon the findings, as the nature of
63 the case may demand. Such decree shall have the same effect and
64 in all proceedings in relation thereto shall thereafter be the
65 same as though rendered in a suit duly heard and determined by
66 said court. An abstract of the judgment entered by the trial
67 court upon the appeal from an order or decree shall be made by
68 the clerk thereof upon the docket entry of any judgment which
69 may hereinbefore have been rendered upon it. Such order or
70 decree and transcript of such abstract may thereupon be obtained
71 for like entry upon the dockets of the courts of other counties
72 within the state.

73 Any party in interest who is aggrieved by a judg-
74 ment entered by the district court upon the appeal of an order
75 or decree, may appeal therefrom within the time and in the
76 manner provided for in appeal from the orders, judgments and
77 decrees of the district court of Iowa; but all such appeals
78 shall be placed on the calendar of the supreme court and brought
79 to a hearing in the same manner as criminal causes on such

80 calendar.

81 No fee shall be charged by the clerk of any district
82 court for the performance of any official service required by
83 this *chapter*, except for the docketing of judgments and for
84 certified copies or transcripts thereof. In proceeding on ap-
85 peal from an order or decree, costs as between the parties
86 shall be allowed or not, in the discretion of the court.

1 SEC. 14 (a) Any *compensation or benefit paid or to be*
2 *paid under this chapter*, which has not been commuted, may be
3 reviewed by the industrial commissioner at the request of
4 the employer or of the employe and if on such review the
5 commissioner finds *the amount of such compensation or*
6 *benefit*, or the condition of the employe warrants such action,
7 he may end, diminish or increase the compensation and *benefits*
8 subject to the maximum *and* minimum amounts provided for in
9 this *chapter*. All hearings upon review by the Iowa industrial
10 commissioner under the provisions of this section, or under
11 *Section 11, Part VI of this chapter*, shall be held at Des Moines,
12 Iowa, unless the interested parties and the Iowa industrial
13 commissioner mutually agree by written stipulation that the same
14 may be held at some other place.

15 Upon the presentation to the court of a certified copy of
16 the decision of the industrial commissioner ending, diminishing
17 or increasing a weekly payment under the provisions of this
18 *chapter*, the court shall revoke or modify any judgment or decree
19 then on record in his court to conform to such decision.

20 (b) Any notice to be given by the commissioner or court
21 provided for in this *chapter* shall be in writing, but service
22 thereof shall be sufficient if registered and deposited in the
23 mail, addressed to the last known address of the parties.

1 SEC. 15. Fees of attorneys and physicians *and charges of*
2 *hospitals* for services under this *chapter* shall be subject to
3 the approval of the industrial commissioner, unless otherwise
4 provided in this *chapter*.

1 SEC. 16. Every employer shall hereafter keep a record
2 of all injuries, fatal or otherwise, sustained by his
3 employes in the course of their employment and resulting in
4 incapacity for a longer period than one day. Within forty-
5 eight hours, not counting Sundays and legal holidays, after
6 the employer has knowledge of the occurrence of an accident
7 resulting in personal injury causing incapacity for a longer
8 period than one day, a report shall be made in writing by the
9 employer to the industrial commissioner on blanks to be pro-
10 cured from the commissioner for that purpose.

11 Upon the termination of the disability of the
12 injured employe, or if such disability extends beyond a period
13 of sixty (60) days, at the expiration of such period, the
14 employer shall make a supplemental report on blanks to be pro-
15 cured from the commissioner for that purpose. The said reports
16 shall contain the name and nature of the business of the em-
17 ployer, the location of the establishment, the name, age, sex
18 and occupation of the injured employe, and shall state the

19 date and hour of the accident, the nature and cause of the in-
20 jury, and such other information as may be required by the com-
21 missioner. Any employer who refuses or neglects to make the
22 report required by this section shall be liable for a *penalty*
23 *of fifty (\$50.00) dollars for each refusal or neglect,*
24 *to be recoverable in a civil action brought in the name*
25 *of the State, by the Iowa industrial commissioner.*

26 All books, records and pay rolls of the employers *subject to the*
27 *compensation provisions of this chapter,* showing or reflecting in
28 any way upon the amount of wage expenditure of such employer,
29 shall always be open for inspection by the industrial commissioner,
30 or any of his representatives presenting a certificate of authority
31 from said commissioner, for the purpose of ascertaining the
32 correctness of the wage expenditure; the number of men employed
33 and such other information as may be necessary for the uses
34 and purposes of the commissioner in his administration of the
35 law. But such information obtained
36 shall be used for no other purpose than the in-
37 formation of the commissioner, or *of the insurer covering the*
38 *risk.*

39 A refusal on the part of the employer to submit his books,
40 records or pay rolls for the inspection of the commissioner
41 or his authorized representatives presenting written authority
42 from the commissioner, shall subject the employer to a penalty
43 of one hundred (\$100.00) dollars for each such offense, to be
44 collected by civil action in the name of the state, and paid

45 into the state treasury.

1 SEC. 17. It shall be unlawful for the commissioner,
2 during his term of office, to serve upon any committee of any
3 political party or espouse the election or appointment of any
4 person for any political office or contribute to any campaign
5 fund of any political party, or to the campaign fund of any
6 person who is a candidate for election or appointed to any
7 political office. A violation of this section shall be deemed
8 a misdemeanor and upon conviction shall be fined one hundred
9 (\$100.00) dollars.

1 SEC. 18. It shall be unlawful for any person who
2 is a candidate for the appointment as commissioner to make any
3 promise to another, expressed or implied, in consideration of
4 any assistance or influence given or recommendation made that
5 the candidate will, if appointed as commissioner, vote to appoint
6 such person or one whom he may recommend to an office within the
7 power of the commissioner to appoint. A violation thereof shall
8 be deemed a misdemeanor and upon conviction thereof shall be
9 fined one hundred (\$100.00) dollars.

1 SEC. 19. All recommendations to the governor of
2 any person asking the appointment of another as commissioner
3 shall be reduced to writing signed by the person presenting the
4 same, which shall be filed by the governor in his office and
5 open at all reasonable times for public inspection, and all
6 recommendations made by any person to the commissioner for the
7 appointment of another within the power of the commissioner to

8 appoint, shall be reduced to writing, signed by the person
9 presenting the same and filed by the commissioner and open for
10 public inspection at all reasonable times and hours. If any
11 person recommending the appointment of another within the
12 contemplation of this *chapter* refuses to reduce the same to
13 writing, it shall be the duty of the person to whom the recommend-
14 ation is made, to make a brief memorandum thereof, stating the
15 name of the person recommended and the name of the person
16 who made the same, which shall be filed as by this *chapter* in
17 other cases provided. It shall be unlawful for the commissioner
18 to be financially interested in any business enterprise coming
19 under or affected by this *chapter* during his term of office,
20 and if he offend this statute, it shall be sufficient grounds
21 for his removal from office and in such case the governor shall
22 at once declare the office vacant and appoint another to fill
23 the vacancy.

1 SEC. 20. The governor shall remove from office
2 the commissioner on the grounds of inefficiency, neglect of
3 duty, or malfeasance in office, upon written charges having been
4 filed with the executive council and sustained by proofs; but
5 written notice of such charges, together with a copy thereof,
6 shall be served upon the accused ten (10) days before the time
7 fixed for hearing. The executive council shall have jurisdic-
8 tion to hear the case, and shall make such finding in accordance
9 with justice and the law. The finding shall be reduced to writ-
10 ing, and report and finding filed with the governor.

PART VII.

1 SECTION 1. *This chapter shall be known as the*
2 *“Workmen’s Compensation Law.”*

1 SEC. 2. *The compensation provisions of this*
2 *chapter shall not apply to any injury sustained prior to*
3 *the taking effect thereof.*

1 SEC. 3. *If any part, section, group or pro-*
2 *vision of this chapter be adjudicated by a court of final*
3 *jurisdiction to be unconstitutional, invalid, or not with-*
4 *in the legislative jurisdiction of the state, the same shall*
5 *not affect the validity of this chapter as a whole, or any*
6 *part, section, group or provision thereof, other than that*
7 *so adjudicated to be unconstitutional, invalid or beyond*
8 *the legislative jurisdiction of the state.*

1 SEC. 4. *If any of the provisions of this chapter*
2 *are adjudicated by a court of final jurisdiction to be un-*
3 *constitutional or invalid, as to any injury or death affected*
4 *by the provisions so adjudicated unconstitutional or invalid,*
5 *the period intervening between the occurrence of such*
6 *injury or death and such final adjudication of invalidity*
7 *or unconstitutionality, shall not be computed as a part of*
8 *the time limited by law for the commencement of an action*
9 *to recover damages for such injury or death.*

1 SEC. 5. *That Chapter Eight-A (8-A), Title Twelve*
2 *(XII), Supplement to the Code, 1913, and all acts amendatory*
3 *thereof, and all other acts, or parts of acts, in conflict*

- 4 *with the terms, conditions and provisions of this chapter*
- 5 *are hereby repealed; but such repeal shall*
- 6 *not apply to any injury sustained prior*
- 7 *to the taking effect of this chapter.*