

(e) When a certificate is revoked or expires, any moneys or securities held for the purpose of the scheme shall, after due provision has been made to discharge the liabilities already accrued, be distributed as may be arranged between the employer and workmen, or as may be determined by the Attorney-General, in the event of a difference of opinion.

(f) Whenever a scheme has been certified as aforesaid it shall be the duty of the employer to answer all such inquiries and to furnish all such accounts in regard to the scheme as may be made or required by the Attorney-General.

(g) The Attorney-General may make regulations for the purpose of carrying this section into effect.

7. (a) Where any person (in this section referred to as the principal), in the course of or for the purposes of his trade or business, contracts with any other person (in this section referred to as the contractor) for the execution by or under the contractor of the whole or any part of any work undertaken by the principal, the principal shall be liable to pay to any workman employed in the execution of the work any compensation under this Act which he would have been liable to pay if that workman had been immediately employed by him; and, where compensation is claimed from or proceedings are taken against the principal, then, in the application of this Act, references to the principal shall be substituted for references to the employer, except that the amount of compensation shall be calculated with reference to the earnings of the workman under the employer by whom he is immediately employed.

(b) Where the principal is proceeded against by a workman of the contractor, the contractor on the application of the principal may be added a party to the proceedings, and the principal may in those proceedings be given a remedy over against the contractor for whatever amount of compensation and costs may have been awarded against him.

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

(d) This section shall not apply in any case where the accident occurred elsewhere than on or in or about the premises on which the principal has undertaken to execute the work or which are otherwise under his control and management.

8. (a) Where any employer has entered into a contract with any insurers, in respect of any liability under this Act to any workman, then, in the event of the employer becoming insolvent or making an assignment for the benefit of, or a composition or arrangement with his creditors, or, if the employer is a company, in the event of the company having commenced to be wound up, the rights of the employer against the insurers as respects that liability shall be transferred to and vest in the workman, and upon any such transfer the insurers shall have the same rights and remedies, and be subject to the same liabilities, as if they were the employer, so, however, that the insurers shall not be under any greater liability to the workman than they would have been under to the employer.

(b) If the liability aforesaid of the insurers to the workman is less than the liability of the employer to the workman, the workman may prove for the balance in the assignment or liquidation proceedings.

(c) There shall be included among the debts which, under "The Assignments Act" and "The Joint Stock Companies Winding-Up Act," are, in the distribution of the property in the case of an assignment, and in the distribution of the assets of a company being wound up, under the said Acts respectively, to be paid in priority to all other debts, the amount, not exceeding in any individual case five hundred dollars, due in respect of any compensation the liability for which accrued before the date of the assignment or the date of the commencement of the winding-up, and the said Acts shall have effect accordingly. When the compensation is a weekly payment, the amount due in respect thereof shall, for the purposes of this provision, be taken to be the amount of the lump sum for which the weekly payment could, if redeemable, be redeemed if the employer made an application for that purpose under the first schedule to this Act.

(d) The provisions of the foregoing sub-section with respect to the preferences and priorities shall not apply where the assignor or insolvent or the company being wound up has entered into such a contract with insurers as aforesaid.

(e) This section shall not apply where a company is wound up voluntarily merely for the purpose of reconstruction or amalgamation with another company.

9. Where the injury for which compensation is payable under this Act, was caused under circumstances creating a legal liability in some person other than the employer to pay damages in respect thereof:

(a) The workman may take proceedings either against that person to recover damages or against any person liable to pay compensation under this Act for such compensation, but shall not be entitled to sue for or to recover both damages and compensation; and

(b) If the workman has recovered compensation under this Act, the person by whom the compensation was paid, and any person who has been called on to pay an indemnity under the section of this Act relating to sub-contracting, shall be entitled to be indemnified by the person so liable to pay damages as aforesaid, and all questions as to the right to and amount of any such indemnity shall, in default of agreement, be settled by action or by consent of the parties by arbitration under this Act.

10. Any contract existing at the commencement of this Act, whereby a workman relinquishes any right to compensation from the employer for personal injury arising out of and in the course of his employment, shall not for the purposes of this Act be deemed to continue after the time at which the workman's contract of service would determine if notice of the determination thereof were given at the commencement of this Act.

11. Any workman who commences proceedings to recover damages or compensation for injuries from his employer at common law, or under any statute heretofore in force, shall thereby forfeit his right to compensation for said injuries under the provisions of this Act; and any workman, whether under the age of twenty-one years or not, who elects to claim compensation under this Act, shall, upon serving his notice of claim, forfeit his right to take proceedings for the same injuries, either at common law or under any statute heretofore in force relating to the liability of an employer for injuries to a workman, and the provisions of this section may be pleaded as an answer to any such action.