inadequate. The best means of providing for compensation is, however, a subject which necessitates a great deal of study.

The Commissioner says:

"Agreeing as I did with the contention of the workingmen, there remained only to be considered in what form and by what means the compensation should be provided. For the purpose of reaching a conclusion as to this, and in obedience to the directions of the Commission, I made enquiry as to the laws in force in the principal European countries, in the United States of America and in the Provinces of Canada. I also visited Belgium, England, France, and Germany, and consulted those concerned in administering the laws of those four countries, and others qualified to judge as to whether they have been found to work satisfactorily. Much evidence has been taken bearing upon the general question."

Of the various compensation laws in force in these countries he says:

"**There are two main types of compensation laws.** By one of them the employer is individually liable for the payment of it, and that is the British system. By the other, which may be called the German system, the liability is not individual but collective, the industries being divided into groups, and the employers in the industries in each group being collectively liable for the payment of the compensation to the workmen employed in those industries—practically a system of compulsory mutual insurance under the management of the State. The laws of other countries are of one or other of these types, or modified forms of them, and in most, if not all of them, in which the principle of individual liability obtains, employers are required to insure against it."

The representatives of the workingmen and the Canadian Manufacturers' Association agreed on the German system as the most suitable; but disagreed as to some of the details.

"The employers insisted that a part of the assessments to provide for the payment of the compensation should be paid by the employees, and this was vigorously opposed by the representatives of the workingmen. The employers desired that no compensation should be payable where the injury to the workman did not disable him from earning full wages for at least seven days, and to this the representatives of the workingmen objected."

Mine managers in Ontario do not appear to be very much in favour of asking that employees be assessed and will doubtless not be much disappointed if this feature of the bill is not changed. The main contention of the mine managers is that the money paid out for accidents should go to the injured. At present much too large a percentage of it goes to those who conduct the suits for damages.

In comparing the British and German compensation laws the Commissioner says:

"After the best consideration I was able to give to the important matters as to which I was commissioned by Your Honour to make recommendations, I came to the conclusion, to which I still adhere, that a compensation law framed on the main lines of the German law with the modifications I have embodied in my draft bill is better suited to the circumstances and conditions of this Province than the British compensation law, or the compensation law of any other country. . . . It is in my opinion essential that as far as is practicable there should be certainty that the injured workman and his dependants shall receive the compensation to which they are entitled, and it is also important that the small employer should not be ruined by having to pay compensation, it might be, for the death or permanent disability of his workmen caused by no fault of his. It is, I think, a serious objection to the British Act that there is no security afforded to the workman and his dependants that the deferred payments of the compensation will be met, and that objection would be still more serious in a comparatively new country such as this, where many of the industries are small and conditions are much less stable than they are in the British Isles."

His opinion of the present common law is expressed as follows:

"**According to the common law it is a term of the contract of service that the servant takes upon himself the risks incidental to his employment** (popularly called the assumption of risk rule), and that this risk includes that of injury at the hands of fellow-servants (popularly called the doctrine of common employment). The doctrine of common employment is an exception to the general rule that the master is responsible for the acts of his servants when engaged in his work, and has rightly, I think, often been declared unfair and inequitable. **In my opinion there is no reason why this objectionable doctrine should not, as one of the provisions of Part II. of the draft bill provides, be entirely abrogated.** The draft bill also provides for the abrogation of the assumption of risk rule. The rule is based upon the assumption that the wages which a workman receives includes compensation for the risks incidental to his employment which he has to run. That is, in my judgment, a fallacy resting upon the erroneous assumption that the workman is free to work as he pleases and therefore to fix the wages for which he will work, and that in fixing them he will take into account the risk of being killed or injured which is incidental to the employment in which he engages.

"**Another rule of the common law is unfair to the workman.** Although the employer has been guilty of negligence, if the workman has been guilty of what is called contributory negligence and his injury was occasioned by their joint negligence the employer is not liable. The injustice of this rule consists in this, that though the employer may have been guilty of the grossest negligence, if the workman has been guilty of contributory negligence, however slight it may have