

employers that he was going away, and without leaving his address, was held in Scotland to be obstructing medical examination. (1)

The questions with regard to the duty of submitting to medical treatment or to an operation have been discussed above. (2)

#### **122. Agreements Contrary to the Act to be Null.**

Article 10 enacts:—"Every agreement contrary to the provisions of this Act shall be absolutely null."

This applies to agreements at three stages, (a) before the accident, (b) after the accident and before judgment, and (c), after the judgment. As to (a) it is clear that any agreement is null by which the workman undertakes not to make a claim under the Act, or to claim only when there is fault on the part of the employer, or to take less than the legal indemnity, or that part of his wages shall be deducted to form a fund to go towards the compensation. (art. 13).

As to (b) it would seem that no agreement is binding upon the parties unless a judgment has been rendered in accordance therewith.

There are certain matters about which the parties may validly agree. They may agree as to the date at which an incapacity has shewn itself to be permanent (art. 2, a.) In the case of an accident which has caused death they may agree as to the apportionment of the compensation. (art. 3, c.) In this latter case they may also agree as to the amount of the compensation, seeing that, if there is no dispute about the average yearly wages, this is a simple question of arithmetic. (art. 9.)

But an agreement to take less than the compensation prescribed by article 2, or to take a lump sum instead of

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(1) *Finnie & Son v. Duncan*, 1904, 7, F. 254.

(2) *Supra*, p. 63.