

As the result of representations to the Hon. the Minister the Registrar was directed to furnish a report as to the estimated liability to the societies' benefit funds on account of these contributions. In pursuance thereof special forms were issued to all lodges, asking for the particulars relative to soldier members, as to Reinforcement, rate of contribution, benefits, date of discharge, death, &c. When these are received it will be possible to submit to the Minister the necessary data for presentation to Cabinet.

SOLDIERS' SICK-PAY.

The result of inquiries goes to show that very few societies are paying sick-pay in respect of sickness while "on active service."

In view of the nature of these claims, and the difficulties of administering the payments in terms of the rules, it is satisfactory to find that the societies as a whole have realized the danger of imposing on their funds liabilities they were never meant to carry. In societies that have agreed to pay these allowances the amounts of some of the claims received sufficiently prove the wisdom of annulling the allowances while on active service; in fact, these payments are really not sick-allowances at all, as the member in many cases does not receive them while he is sick, but draws a lump sum on his return. During his military service he is on full military pay, sick or well, and in receipt of the best medical and hospital attention, so that in the average case there is no need for the society to mulct itself in a liability the extent of which cannot be even estimated, but which would have a most disastrous effect on Sick Funds—especially branch Sick Funds. It is noteworthy that for war purposes the consolidation of the risks into central funds has been much in favour, even in societies which have not acknowledged its advantages in normal times. The question might well be asked why it would not be desirable to apply the same elements of safety and strength to all benefit funds of a society in place of the scattered units, which clearly cannot face abnormal conditions in the same manner as a consolidated fund.

An interesting judgment was recently given in the Magistrate's Court, Dunedin, relative to the sick-pay claimed by soldier members on active service, which is quoted hereunder:—

In the Magistrate's Court Mr. J. R. Bartholomew, S.M., delivered his reserved judgment in the case John Simmonds (Mr. A. S. Adams) v. Albert Henry Shelton, secretary of the Ivanhoe Lodge, United Order of Druids (Mr. Tonkinson).

The chief point at issue was whether an invalided soldier, before being discharged from the New Zealand Expeditionary Force, is entitled to receive sick-pay from a friendly society of which he is a financial member.

Plaintiff claimed that, as a financial member of this lodge, he was entitled to the benefit of sick-pay from the 27th February at the rate of £1 per week. On the 4th March the defendant, as lodge secretary, disputed the claim and refused to recognize it. It was admitted that plaintiff was entitled to sick-pay after his discharge from the Forces.

The Magistrate agreed with the contention that under the lodge's rules the mere receipt of pay or wages did not debar a member of the lodge from receiving sick-pay. The sole question was whether the member was able to follow any occupation. To determine whether the plaintiff was unable to follow "the occupation of a soldier" one had first to ascertain the meaning involved in that expression. This was to be ascertained not by any preconceived notion as to the nature of a soldier's duties, but the nature of the plaintiff's service was to be decided by the terms of his engagement. His duties and obligations were set out in the Expeditionary Forces Act, 1915. Section 6 of that Act states: "All men of an Expeditionary Force shall at all times be under an obligation of military service whether in or out of New Zealand." Section 9 provided for the period of enlistment, section 10 for the date of commencement of service, and section 14 for the discharge from service. It was to be further noted that by section 7 all members of the Force were deemed to be on active service while out of New Zealand. Plaintiff then, while invalided and out of New Zealand, was engaged on active service. The Magistrate did not think it was competent for a civil authority to draw a distinction between the different classes of military orders which might be given to a soldier according to his situation or physical condition. All orders were equally obligatory on him, and obedience to them was the essence of his service. Membership of the Force and submission to orders, and not individual capacity, constituted the attribute of service. Plaintiff's occupation, therefore, could not be said to have been to perform any particular duties, but to serve as a member of the Forces. Until his discharge he served as such member, and accordingly his occupation continued to such time.

The further question arose whether the medical certificates were conclusive when they stated that plaintiff was unable to follow his occupation. The certificates were not in the form provided by the rules of the lodge. The prescribed form was a certificate that a member was unable to follow any occupation. One of the certificates stated that plaintiff was unable to follow his usual occupation, and the other "his occupation." There were also other important omissions. The form of the certificate and the footnote required that the specific sickness must be stated. Neither certificate supplied contained this information, but, even if the certificates had been in proper form, he did not think they would have been conclusive in the circumstances of this case. The function of a medical certificate was to determine medical and not legal questions.

Therefore judgment would be given for defendant, with costs £1 1s.

AFTER-DISCHARGE SICKNESS.

The return to civil life of soldier members on discharge from the Military Forces is bringing up in acute form the heavy liability to be expected on account of these members' sickness. Societies may exempt themselves from paying for sickness during active service, but there is no such exemption from after-discharge liabilities, which must be met under the societies' rules. These payments constitute an additional burden on the funds, which will in some cases be seriously affected if there is an excessive experience of such sickness.

The Department has taken steps to ensure that all societies shall keep a correct record of after-discharge sickness in compiling the annual returns, in order that the experience may be separately dealt with by the Actuary. The Registrar is also in communication with the British authorities with a view to obtaining from the vastly larger experience in Great Britain information that will enable the Department to assess the measure of additional liability to be expected under these conditions.