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Workmen's Compensation Coverage

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that plaintiff did not follow instructions and exercise the arm, etc., and that he changed doctors without so advising defendant. HELD: Reversed. For defendant. As to the testimony of plaintiff's witness, the chiropractor, concerning his X-Ray pictures, such evidence is not rendered incompetent simply because he is pursuing a different system for the treatment of human ills from defendant's. The fact that he was a chiropractor is here merely incidental; it was shown that he was qualified to speak concerning X-Ray pictures which was the purpose for which his testimony was introduced. However, the balance of the evidence did not support plaintiff's contention. In an action against a surgeon for damages claimed because of alleged malpractice it is incumbent upon plaintiff to show that the course of treatment prescribed by defendant was not the good and accepted practice of his school of medicine in his community, or that defendant neglected to give proper treatment so the result necessarily came from wrong methods employed. A physician and surgeon is not an insurer of the results of his treatment of a patient.

WORKMEN'S COMPENSATION COVERAGE

The wholesale request for the extension of workmen's compensation coverage outside of the state—in many instances being requested for the whole of the United States and Canada—has led to the formulation of the following special instructions by the Bureau:

"Extra-territorial coverage: This is permitted under Section 10 of the Act, but can be obtained only by making special application (forms will be provided on request) and approval by the Commission.

"After July 1, 1931, a charge of 1% will be made on all payroll for the classification or classifications for which the coverage is requested and approved. It is hoped that this charge will cover the increase in overhead expense at the office and the additional investigation expense that will probably result.

"Should the employer desire extra-territorial coverage for only part of the payroll of a classification, the particular employees and their total payroll must be designated. That does not mean that the individual will be insured by name (John Doe or Richard Roe). It does mean that the 'head of the sales department,' 'cashier,' 'sales manager,' 'deputy superintendent of schools,' 'deputy auditor,' 'shop foreman,' or whatever the designation may be, will be covered.

"On contracting jobs, no such coverage will be extended where the whole job is located in another state.

"This coverage is intended to apply only to the classification 'in which the employee is regularly insured.' Hence, if the out-of-the-state liability is to be for traveling you will see that the employees for whom the coverage is desired, whether the whole or only a part of the classification, carries the regular rate specified in Manual 8747. In other words, if the duties of the person or persons for whom extra-territorial coverage is sought, are such as to enable their listing under Manuals 8804 or 8805, office work, (or any other low-rate classification), the extra-territorial coverage can not be extended to them except for office work elsewhere; so that, if the extra-territorial coverage for such person or persons is to be mainly for traveling purposes, the payroll must be listed for Manual 8747 instead of 8804 or 8805."