

of, nor in the service of the employer, nor engaged in his work.

"Sec. 2. Where an employee is instantly killed or dies without conscious suffering, as the result of the negligence of an employer, or the negligence of any person for whose negligence the employer is liable under the provisions of this Act, the widow of the deceased, or in case there is no widow, the next in kin; provided, that such next of kin were at the time of the death of such employee dependent upon the wages of such employee for support, may maintain an action for damages therefor, and may recover in the same manner, to the same extent as if the death of the deceased had not been instantaneous, or as if the deceased had consciously suffered.

"Sec. 3. The amount of compensation receivable under this Act in cases of personal injury shall not exceed the sum of four thousand dollars; in case of death, compensation in lieu thereof, may be recovered in not less than five hundred and not more than five thousand dollars to be assessed with reference to the degree of culpability of the employer therein, or the person for whose negligence he is made liable, and no action for the recovery of compensation for injury or death under this Act shall be maintained unless notice of the time, place and cause of the injury is given to the employer within thirty days, and the action is commenced within one year from the occurrence of the accident causing the injury or death. The notice required by this section shall be in writing, signed by the person injured or someone in his behalf; but if from physical or mental incapacity, it is impossible for the person in need to give the notice within the time provided in said section, he may give the same within ten days after such incapacity is removed, and in case of his death without having given the notice, and without having been for ten days at any time after his injury of sufficient capacity to give the notice, his executor or administrator may give such notice within thirty days after his appointment."

"Sec. 4. Whenever any employer enters into a contract either written or verbal, with an independent contractor to do part of such employer's work, or whenever such contractor enters into a contract with a sub-contractor to