

last injuriously exposed to the hazards of the disease during a period of sixty (60) days or more after the effective date of this sub-title, and the insurance carrier, if any, on the risk when the employee was last so exposed under such employer.

An employer shall not be liable for any compensation for an occupational disease unless such disease shall be due to the nature of an employment in which the hazards of such disease actually exist, are characteristic of and peculiar to the trade, occupation, process, or employment, and is actually incurred in his employment and unless disablement or death results within three (3) years in case of silicosis or asbestosis, or one (1) year in case of any other occupational disease, after the last injurious exposure to such disease in such employment, or, in case of death, unless death follows continuous disability from such disease, commencing within the period above limited, for which compensation has been paid or awarded or claim made as provided in this Article, and results within seven (7) years after such last exposure.

1939, ch. 465, sec. 32D.

37. In the absence of conclusive evidence in favor of the claim, disability or death from silicosis or asbestosis shall be presumed in fact not to be due to the nature of any occupation within the provisions of Section 34 of this Article, unless during the ten (10) years immediately preceding the date of disablement the employee has been exposed to the inhalation of silica dust or asbestos dust over a period of not less than five (5) years, two (2) years of which shall have been in this State, under a contract of employment existing in this State, provided, however, that if the employee shall have been employed by the same employer during the whole of such five-year period, his right to compensation against such employer shall not be affected by the fact that he had been employed during any part of such period outside of this State.

Compensation shall not be payable for partial disability due to silicosis or asbestosis. In the event of total disability or death from uncomplicated silicosis or asbestosis, compensation shall be payable to employees and their dependents as follows: If disablement occurs, or, in the case of no claim for prior disablement, if death occurs in the calendar month in which this sub-title become effective, the total compensation and death benefits payable shall not exceed the sum of Five Hundred Dollars (\$500.00). If disablement occurs, or, in the case of no claim for prior disablement, if death occurs during the next calendar month, the total compensation and death benefits payable shall not exceed Five Hundred and Fifty Dollars (\$550.00). Thereafter the total amount of compensation for death and benefits payable for total disability and death shall increase at the rate of Fifty Dollars (\$50.00) per month; the aggregate payable in each case to be limited according to the foregoing formula for the month in which total disability occurs, or, in case of no claim for prior disability, in which death occurs. Such progressive increase in the limitation of the total amount in any event payable for total permanent disability and death due to silicosis or asbestosis shall continue only until such total amount equals but does not exceed the sums which would be payable to the particular employee or his dependents; had such total permanent disability and death been due to an accidental injury.

In case of death from uncomplicated silicosis or asbestosis, compensation shall be payable in accordance with the foregoing provisions of this