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The claimant, who was the executor of a will, handed over to the solicitors administering the estate the deceased's papers, including National Insurance card, death grant leaflet (N.I.49), and death certificate. He did not specifically tell them to claim death grant nor did he mention any time limit to them. No claim was made until nearly six months after the death.

*Held* that the claimant was able to show good cause for the delay. Having given the solicitors the necessary documents in good time, he was entitled to rely upon them to claim and to know and observe legal time limitations. Decision C G. 1/50 (K.L.) applied. Decision R(G) 9/52 distinguished.

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1. My decision is that the claim for death grant is allowed.

2. The claimant's late brother died on the 15th November, 1951. The claimant was an executor and trustee appointed by the deceased's will, but he made no claim for death grant until the 1st May, 1952. Under the National Insurance (Claims and Payments) Amendment Provisional Regulations, 1952, [S.I. 1952 No. 648], which came into operation on the 31st March, 1952, and which apply to this claim, the prescribed time for claiming death grant is three months from the date of the death of the deceased, but if the claimant proves that there was good cause for the failure to make the claim before the date on which it was made, the prescribed time for making that claim will be extended to the date on which the claim is made, subject to a limit of six months from the date of death. The effect of the relevant regulations in this case is that the claim must be disallowed unless the claimant proves that there was good cause for the failure to claim before the 1st May, 1952, and that that good cause persisted up to the 1st May, 1952.

3. The claimant relies on delay on the part of his solicitors as constituting good cause for the failure to claim before the 1st May, 1952. The facts are clear. The deceased died on the 15th November, 1951. On the 19th November, 1951, the claimant (who lives near Liverpool) instructed a firm of solicitors in Llangollen (where the deceased had lived) to take all the necessary steps to deal with the deceased's estate and to obtain probate. The claimant handed the solicitors the deceased's insurance policies so that they could recover the capital sums assured from the insurance companies, and also gave them the deceased's National Insurance card, the explanatory leaflet N.I.49 about death grant and the registrar's certificate of the deceased's death, so that the solicitors could do what was necessary to recover the death grant. The claimant states that the explanatory leaflet contained a tear-off portion to be completed by the person making the claim, and it was his intention that the solicitors should make the claim just as he expected them to take any other steps necessary to bring in the sums due to the estate. He did not specifically tell the solicitors to claim death grant in so many words, nor did he mention any time limit to them.

4. The solicitors acknowledge that they were instructed to prove the will and that they received, amongst other papers, the three documents mentioned above. They explain that they could not proceed to obtain probate until certain accounts were prepared of a business in which the deceased has been a partner, and these accounts were not ready until the 5th April, 1952. They state that they had not studied leaflet N.I.49 and were not aware of any time limit for lodging the claim to death grant. They add (in a letter dated the 3rd June, 1952) :—

“ The Executors, having handed to us the National Insurance Card of the deceased and the leaflet N.I.49 with instructions to get in the estate of the deceased, no doubt assumed that we would complete and lodge the claim and obtain payment of the claim in the prescribed time without giving us definite instructions to complete the claim and collect the grant.”

The claimant was informed by the solicitors on the 22nd April, 1952, that death grant had not been claimed, and on the 29th April, 1952, he signed a claim form, which was handed to the manager of the Llangollen National Insurance Office by the solicitor dealing with the deceased's estate on the 1st May, 1952

5. The Local Tribunal held that in the circumstances the claimant had instructed his solicitors to claim death grant, and had proved good cause for the delay in claiming, and the Tribunal therefore allowed his appeal. I agree with that decision.

6. The principle to be applied in such a case as this has been thus expressed in Decision C.G. 1/50 (reported) :—

“ In a case in which it was practicable for the beneficiary to make his claim for benefit himself but he has delegated the task of making it to another person who fails to make the claim in time, good cause for the failure can be shown by proving that having regard to all the circumstances, including the beneficiary's education and experience of affairs, a reasonable person in the same position would not have thought it necessary to send the claim to the local Insurance Office himself but would have relied on the other person to send it in time and would have taken no steps beyond those (if any) which the beneficiary took to ensure that the other person had sent the claim in time.”

7. It is plain from the claimant's conduct in handing to the solicitors the leaflet N.I.49 and the deceased's National Insurance card, and from the claimant's general instructions “ to get in the estate ” that he intended the solicitors to do all that was necessary to claim the death grant, i.e., to prepare the form, obtain the claimant's signature to it, and lodge the claim at the local Insurance Office. It is true that he did not single out death grant as a particular matter for the solicitors to attend to, but there could be no purpose in leaving with the solicitors the two above-mentioned documents except to enable them to make the claim. Was it then reasonable for the claimant to rely on the solicitors to send the claim in time and to take no further measures to see that they did it? In general, I think a client may reasonably expect his solicitor to know and observe legal time limitations, and particularly so when the client puts into the hands of his solicitor a document like leaflet N.I.49 which specifically draws attention to a time limit. A solicitor in the course of his professional duties must observe on behalf of clients many time limitations, the over-running of which might expose him to an action for negligence by an aggrieved client. When a client gives to his solicitor a document on which to apply for a form of claim, and the document states there is a time limit for making the claim, the client, in my judgment, may reasonably expect his solicitor to watch the limit on his behalf. Legal time limits in general are final, and admit of no extension, but where, as in the present case, a time may be extended where good cause is shown for the failure to observe it, I think a client shows good cause when

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he proves that he gave his solicitor instructions which entailed watching a time limit and relied upon the solicitor to watch it and to claim in time. In short, I consider that the claimant acted as a reasonable man would have done in promptly giving his solicitor the documents which contained all the necessary information and relying upon his solicitor to do what was necessary to make the claim in time.

8. The foregoing view follows, I think, from Decision C.G. 1/50 (reported), and is not in conflict with Decision R(G) 9/52. In the former case, the claimant, an executrix, handed leaflet N.I.49 to her solicitor, who had already been instructed by her to obtain probate of the deceased's will, and it was held that delay on the solicitor's part constituted good cause for the claimant's failure to claim in time. In the latter case, however, the claimant had handed the deceased's will to a solicitor, but had never mentioned death grant nor referred to it in any way in the instructions which he gave to the solicitor nor in the documents which he left with him, since the solicitor had never been instructed at all concerning death grant, it was held that his omission to advise his client to claim it in time could not provide the client with good cause for the client's failure to claim in time. Decision R(G) 9/52 is thus quite different from the present case.

9. The Insurance Officer's appeal is dismissed.

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