

to be medically attended to. I have had a case where a man deliberately allowed his hand to get stiff in order that he might obtain compensation. I think a man should be compelled to go to a medical officer when an accident happens.

49. Is it not your custom to employ medical officers for that purpose?—I employ them, but I do not know that others do. We have a doctor at the office, where men can be attended to. It is only in the big centres where you can have a special medical officer.

50. You are satisfied, then, with clause 14?—I would not like to say I am altogether. It is a very much-needed clause, but I do not know whether it will altogether meet the case. It says, "if his death is caused, or if and so far as his incapacity is caused, continued, or aggravated." It is very difficult to say what cause has effected a man's death.

51. How about the exceptions from liability mentioned in clauses 15 and 16—an agreement may be arrived at?—That is if a man is already suffering from a disease. Does this refer to the diseases only that the Minister mentioned? Does it mean any disease? because that is a very proper thing to have.

52. *Hon. Mr. Millar.*] We have had several cases of men who have suffered an injury and received compensation, but afterwards when they seek employment no one will employ them, and they are debarred from earning a living owing to the risk to employers who consider these men defective. In such cases, where a man is practically incapacitated, and unable to perform his duties in the same way as a man with the whole of his faculties unimpaired, is it right that he should be able to contract himself out of the Act in order that he may be able to make a living? This can only be done by the Magistrate, so that there would be full publicity given to the case and an opportunity of opposing the agreement would be given?—That would be a very proper thing, for I have known several cases of the kind. In cases of death it would also be a very proper thing to provide the money should be paid over to the Public Trustee.

53. *The Chairman.*] We have that point before us?—I think it should be done in all cases. It would save the dependants a large sum of money.

54. Do you find many cases where, with the knowledge that a large amount of money is to be paid to the relatives of a dead workman, endeavours are made by the creditors to intercept it?—Yes. I always carefully point out that creditors in any shape or form cannot attach the money under the existing law. The compensation is absolutely exempt, but there are attempts made to obtain sums of money by creditors.

55. Most of the following sections, from section 17 onwards, relate to procedure?—Yes, that might almost be taken as read. Clause 23 gives the right for an action to be taken within twelve months in the case of death. That might be right, but I think it is too long a period. The employer may have the very best grounds or proof that no accident occurred, but if he has to wait only for six months before the action is brought the witnesses he might call might probably have left the district or got spirited away. In such a case the witnesses would not be available. Some saving clause might be put in whereby, once notice of action is given, the employer could bring the matter before the Court, and then the injured person would not suffer any disadvantage. By such means he would get evidence when it was fresh in the witnesses' mind.

56. You would suggest that notice of an intended action should be served almost immediately?—Yes, I think so.

57. *Hon. Mr. Millar.*] The reason why the time was extended was this: We had several cases where the employer had paid half the man's wages until the time for giving notice of bringing an action has expired, and then he has snapped his fingers?—I fancy that such a case as that must have applied years ago, because the Court has held that the payment of wages is a bar to such proceedings, and has reopened the case every time.

58. We have made that provision to prevent anything of the kind. Perhaps twelve months is too long a period, but the object is to prevent any schemer practically depriving men of their rights?—I have had cases where I have paid, under the first notice, compensation, and then discovered some weeks after, when we got full information, that absolute fraud had been committed. So one has to be very careful, in making these arrangements, that, while the honest man is protected, the employer is not committed to a very heavy sum by a man laying himself out to commit fraud. It says in clause 28 that the compensation shall be paid into Court. The Court may order it, but unfortunately you cannot pay it into Court until such time as the writ has been issued. Afterwards it comes out all right, because clauses 28 and 29 are on the lines I have mentioned.

59. This could be amended so that where any agreement had been entered into by or on behalf of the dependants the amount should be paid into Court?—Yes, I think so, and it would be a great safeguard to the dependants, because it would do away with anything in the shape of a sharp settlement. I have heard of cases where a small sum has been paid because, perhaps, the person was anxious to get the money and remarry, or something of that kind.

60. *The Chairman.*] Is there anything in the miscellaneous sections of the Act to which you would like to direct the attention of the Committee?—The employers' liability is knocked out of this Act.

61. It is repealed?—There should be some provision made in this way: There have been cases—there was one where the only dependant was an old lady of eighty-odd. She was certainly dependant, and there was £400 paid. Now, it is almost impossible to think that old lady would live more than a few months, but the money had to be paid to others. In such a case I think the Court should be permitted to say what amount should be paid, the same as in the case of a lump sum.

62. Where there is an aged dependant you think the compensation should be a lump sum to be arranged by the Court: is that what you mean?—Yes. With regard to clause 48, "Medical examination," we have had a large amount of trouble over that. It is only the injured person who has the right to demand that he shall go before the Government referee. If he is discontented with the certificate given by the doctor he can demand to go before the referee appointed by the Government, but the employer has no such power. I instructed a man to go before the referee of the Government, and we were told we had exceeded our power in doing so. I think the employer