

the time of"—should be struck out, and the word "before" inserted; and the words "any smaller" in the third line struck out, and the word "the" inserted in place of them. In the fourth line I think that the words "if engaged" should be inserted after the word "earn." I am making this clear so as to distinguish the earnings before the accident and after the accident. In subsection (10) I would suggest that the words in the first and second lines beginning with "there," and reading "there shall be deducted therefrom the value to the worker of" be struck out, and the words "regard shall be had to" inserted. It is a little doubtful now what the position is. Subsection (1) of section 6, I think, should be struck out, and the following substituted: "(1.) The term 'average weekly earnings' as used in this Act means the average weekly earnings received by the worker while at work during the twelve months preceding the accident if he has been so long employed by the same employer, but if not then for any less period during which he has been in the employment of the same employer; but in estimating such average no account shall be taken of any periods during which the worker has been absent from work." It seems to me that after that it would be advisable to insert two clauses; they were in the Bill of last year, but the Draftsman has struck them out of this. I think subsection (2) should be struck out, and the following inserted: "Where by reason of the shortness of the time during which the worker has been in the employment of his employer, or of the casual nature of the employment or the terms of the employment, it is impracticable at the date of the accident to compute the rate of his remuneration in accordance with the foregoing provisions of this Act, his average weekly earnings shall be deemed to be the average weekly amount which during the twelve months previous to the accident was being earned by a person in the same grade employed at the same work by the same employer, or, if there is no such person so employed, by a person in the same grade employed in the same class of employment in the same district." Then this ought to go in, I think: "Where the worker has entered into concurrent contracts of service with two or more employers under which he works at one time for one such employer and at another time for another such employer, his average weekly earnings shall be computed as if his earnings under all such contracts were earnings in the employment of the employer for whom he was working at the time of the accident" In subsection (1) of section 8 I think that all the words after the word "permanent" in the third line should be deleted and the following inserted: "his average weekly earnings shall be deemed to be not less than £2 per week, and the reduction of his earning-power shall be deemed to be not less than the difference between that sum and the weekly sum which he will probably be able to earn after attaining the age of twenty-one years." I think that in section 9, subsection (1), in the third line, after the word "employment," the words "within the twelve months previous to the date of the disablement" should be inserted. I suggest this because otherwise the illness might back-date a long time; and there should be some limit to it. I could not make out in subsection (4) of section 9 what was the exact meaning of the subsection. Personally I think that the date of the accident should govern the position and not the date of death. In subsection (5), after the word "entitled" in the sixth line, I think that the words "in default of agreement" should be inserted. In subsection (6) of section 9 the word "pneumoconiosis" is incorrectly spelled. I believe that the spelling is "pneumonoconiosis." In connection with these industrial diseases it has occurred to me to suggest whether the worker should not proceed against his last employer, such last employer having the right to recover from the previous employer, proportionately, of course, if the previous employer were also liable. There was some provision of the kind in the last Bill.

11. That is fixed in subsection (5)?—It does not say that he has to proceed against the last one.

12. Yes, it does?—I doubt it. Subsection (2) of section 10: It seems to me that this subsection should receive some consideration. At present it is a little doubtful as to what is the real position. It has occurred to me in this connection to raise the question as to what would be the position of a lascar and his dependants if he were engaged in unloading a New Zealand ship at Calcutta, or if working for a contractor. A shipowner might be responsible to the worker, with no right of indemnity against the contractor. As regards paragraphs (b) and (c) of subsection (4) of section 10, should not the charter be entered into in New Zealand? Subsection (5) of section 10: I understand the Minister is going to deal with this. It seems to me that if a station hand is unloading a boat, or if it is the case of a fisherman, or diver, or timber-rafter, it is a little doubtful if the Bill would apply to him. I think it should be made clear that it does apply, as none of these should be deprived of the benefit of the law. Section 11, subsection (2): The words "naval or" should be inserted before the word "military" in the second line, and I think it should be made clear that any Department of the Government service of New Zealand should be also bound. The workers might not be absolutely servants of the Crown, but there are such Departments as our own office, the Public Trust Office, and the State Fire Department that employ workers more or less. These Departments were created under separate statutes, and may be sued apart from the Crown Suits Act. In paragraph (b) of subsection (4) of section 12, in regard to contracts entered into between the principal and the contractor, it seems to me that it should be put as it was before, and that all the words after the word "Act" in the third line should be deleted and the following substituted: viz., "and the contract entered into by the principal is such as to involve a payment by him of not less than twenty pounds for the due and complete performance thereof." He might pay in two or three instalments otherwise and possibly dodge the law.

13. We could put the word "total" in, and strike out the words "at any one time"?—Yes. Subsection (9): I am a little doubtful as to what this means. The expression "ordinary and natural sense" strikes me as a layman as a little involved. In last year's Bill the local authorities were clearly defined in a schedule, which the Law Draftsman has dropped. In that Bill there was no difficulty in saying who was a local authority.

14. *The Chairman.*] We will resume consideration of the Bill from where you left off at last sitting?—Yes. Section 15, subsection (1): I think that the words at the end of the subsection—