

viz., "and if the said representation was false to the knowledge of the worker"—should be deleted, as in my opinion they may lead to fraud. Subsection (4), section 16: I think that after the word "Magistrate" the following words should be added: "and, unless the Magistrate otherwise orders, any money payable to such person under any such agreement may be paid to him, and his receipt thereof shall be a sufficient discharge." This is to enable any one to get the money without unnecessary and hampering formality. Section 17, subsection (3): I think the Draftsman should say what this means. Does it mean the importation of another Court into the matter? Section 19, subsection (2): The words "one month" should be altered to "three months." There may be delay in getting probate or administration (from the Supreme Court) of a worker's estate. Section 20, (1): Which is the Court? Should it not be the Magistrate's Court? Section 20, (2): I think that the words "in default of agreement between the parties interested" should be inserted after the word "shall" in the first line. In section 22, subsection (1), I think the provisions of the present law should be embodied, and the following words put in: "and before the worker has voluntarily left the employment in any case where by reason of the accident he was unable to continue in the employment."

15. That is intended to prevent men claiming who give no notice of the accident at the time, but after leaving the employment raise the question?—Yes. In subsection (2) of section 22 the Draftsman has put in, in the second line from the end of the subsection, the words "or ignorance of fact or law." This introduces a very objectionable departure. It enables a man to plead ignorance of the law.

16. Ignorance of the law has been held to be no excuse. That is the legal maxim. Does it not apply in every case?—I cannot say, as I am not a lawyer; but I think this enables a man to get at the employer in a way that is very unreasonable. The words should come out. With regard to subsection (4) of the same section, it seems to me that the letter posted should be registered; otherwise there is no proof of delivery. A man may say he has posted the letter, and there is nothing to show that he has not done so. That would need the word "registered" before the word "post" also in subsection (5). In subsection (6) I think that after the word "by" the words "or on behalf of" should be inserted. Frequently, as already explained, Government servants are not employed by the Crown. They might be in one of the Departments and not in the Civil Service. In section 23, subsection (1), the Law Draftsman has extended the period to twelve months. It seems to me that the matter should be sized up long before that, and that six months is surely reasonable time enough in which to bring an action. If the worker leaves the matter for twelve months, people have forgotten all about it, and it is then difficult for the employer to get together the necessary evidence. I would suggest the advisability of substituting "six months" instead of "twelve months" in both places in the subsection, and similarly in the fourth line of subsection (2) of altering the word "twelve" to "six." The same remarks apply in subsection (3). I fancy that is the law at present. In subsection (4) of section 23, for the reasons I have mentioned before, I think the words in the third line, "or ignorance of fact or law," should be knocked out. It seems to me to place the employer in too difficult a position altogether. Failing their deletion, employers and insurance companies will never know how they stand. Any doubt of such a kind always has an adverse effect on rates. In section 24 I notice the Law Draftsman has introduced a new departure: if it is proved that an accident has happened and there has been no incapacity, then a declaration of liability may be made to take effect at some future time. It seems to me that that is an extraordinary provision. A man might ring in anything on that later on. The position would be extremely unfair to the employer. If there is no injury at the time surely that should dispose of the matter. If the clause remains I feel satisfied that it will materially affect the rates of premium. No insurance company would protect the employer against such undefined and problematical liability except at a very high premium. If the whole clause cannot come out there should certainly be some time-limit—say, six months thereafter—during which the effects of the accident or disease must appear, for the clause to be operative.

17. It is a far-reaching provision, is it not?—Yes. In subsection (2) of section 25 the subsection seems to me to give power to the worker to sue the insurance company. I fail to see why the insurance company should be dragged in in this way. The insurance company simply stands at the back of the employer and indemnifies him. It indemnifies the employer and protects him, but any trouble that takes place is purely between the employer and the worker. I would suggest that the word "by" be inserted after the second "or" in the third line of the subsection.

18. You would not have the insurance company brought in as a second party?—No. There is provision for compensation or insurance moneys, in the event of the employer's bankruptcy, being earmarked for the worker or his dependants, and I think that is sufficient. Subsection (3) of section 25: I do not think there should be any retrospective action, as that will seriously affect rates of premium. In section 31 there is provision for the Court dealing with compensation, and varying and readjusting it in certain circumstances. I think this clause should go a little further, and also apply to any unexpended balances in the hands of representatives, so that the Court could intervene if necessary.

19. Have any cases occurred where such intervention has been necessary?—It occurs in relation to property left by a person, in which case the Supreme Court may vary the terms of a will. In the case of workers' compensation the widow might marry again, and there should be some such power to intervene in the way I suggest.

20. In which case the children would become primarily dependants?—Yes; if the widow married again the second husband should not be able to use the money. The unexpended balance should be for the benefit of the dependants who need it. Section 32: I think that in the second line, after the words "of unsound mind," the words "or under any other legal disability" should be inserted. In subsection (2) of section 32, after the word "unless," I think that the words "and until" should be inserted before the words "the Court," so that it would read "unless and until the Court otherwise orders." It is a little vague now. I think that reference should not be made to