7. You say the statement is not borne out by the Bill?—I do not think so, but I was instructed to ask for information as to whether it was borne out by the Bill, or whether it was the intention of the Committee to include it. It is one of the most dangerous things, and might take away all the good points in the Bill, or a good many of them.

8. I do not see anything in the Bill to that effect, but we will keep the point in view?—We would like to suggest, if there is any possibility of getting it, that the amount of compensation shall be computed on the weekly payment of the whole of a worker's wages instead of one-half. My Council feels that when a worker is incapacitated he is really in want of more money than when he is actually working, and if a provision could be inserted to that effect it would be a very great improvement in the Bill. But I suppose it would be difficult to get that, because it would raise the premiums to be paid to the insurance companies.

9. Does this make any alteration in the existing law?—No. The existing law provides for one-half. Then we would like to have struck out the bottom of clause 2, in the definition of "worker," "but does not include any person who is a relative of the employer and dwells in the employer's house, or any person whose average weekly earnings, calculated in accordance with the provisions of this Act, exceed five pounds."

10. If his payment exceeds £5, and he is excluded, he is not debarred from any other method of procedure?—He would not be able to proceed under this Bill, and if the Employers' Liability Bill is repealed I do not see what other remedy he would have.

11. That person is put outside the scope of this Act?—Yes, and we think that should not be so.

12. Does this make any alteration in the existing law?—I do not think it does. Relatives are not mentioned, and have the same rights as other workers.

13. It narrows the definition of "worker"?—Yes, and it might possibly cause hardship.

14. There may be a valid reason for that?—A man might be in business and have a relative—even a distant relative—working for him, and if he met with an accident the employer might turn him adrift, and he would have no recompense at all. It seems to me to be rather a dangerous position. The relative might be a cousin or brother-in-law.

15. We will take a note of that for future reference. Can you point out anything more?—Clause 16, subsection (2): We ask that the following provision be embodied in the Bill: "That no agreement between an employer and a worker, whether made before or after the coming into operation of this Act, shall be effective so as to exempt the employer in whole or in part from any liability to pay compensation under this Act for any injury to be suffered by the worker." I know of one case that happened about three years ago where a man was permanently injured for life, and he accepted, on the representations of an insurance company, a sum of £30 as a total settlement. I could give the man's name, but do not care to have it published.

16. Is that man totally incapacitated now?—He can work, but cannot earn full wages. He has lost the grip of his right hand.

17. Are we to understand that your Council is entirely opposed to this contracting out?—No; but we object to an agreement being come to when the worker does not get the full benefit of the Act.

18. You object to it to that extent?—Yes; he should get the full amount he is entitled to under the Act. Clause 19, subsection (2): This makes provision for the relatives of the deceased worker to take proceedings. We ask, if the deceased was a member of a union, that the union shall be entitled to take proceedings on behalf of the relatives, particularly where they are residing at a distance or out of the Dominion.

19. You would really have the interpretation clause altered, and extend the definition of "representative" to include a union representative?—Yes, that would cover it.

20. And the alteration would come in in subsection (2) of section 19?—Yes, and also in the interpretation clause. Clause 27 I am not clear about. I am afraid it would have the effect of hanging up an action for an indefinite period. I think provision should be made that the action should not be unduly delayed because that security is not given.

21. How would you meet the difficulty, then?—As a rule the person liable might possibly be resident out of New Zealand, and yet be protected by the insurance company doing business here; but because the original party was resident outside the Dominion the insurance company might stay proceedings for an indefinite period. That is pretty well all I have to say in regard to the Bill, but there is a matter in the First Schedule regarding hazardous occupations I would like to refer to.

22. Do you object to some of the occupations being included?—No. We would like to add to the schedule those who are engaged on wharves and ships.

23. That would include sailors?—Yes.

24. Would you limit the definition by saying "those engaged on wharves and ships while loading and unloading"?—I think it should apply to ships when trading in New Zealand waters.

25. *Hon. Mr. Millar.*] They are absolutely covered here. The schedule only applies where the principal is liable if he is not the direct employer in these particular trades. There is a clause which provides that the principal does not become liable unless the contract is over £20?—It would be sufficient if it covered men engaged on ships and wharves while the ship was in port either loading or unloading.

26. The principal there is always responsible: it is the shipping company or Harbour Board who is employing those men?—That is so.

27. Under the original Act, if you engaged a porter to carry your luggage from the wharf to the hotel, and he was run over while doing so, you would be personally liable for £400; if you engaged a man to put a pane of glass in your window, and while he was doing so he fell down and broke his leg, you would be liable. The principal becomes responsible in any of these hazardous