

trades if the contractor cannot pay?—I think it would be an extra safeguard to have those employed on wharves and ships included in the schedule, because the actual employer in some cases might not be a strong man at all. We should also like to see provision made in the Bill providing for medical aid and expenses incurred in the removal of the injured person.

28. There is in the case of death, up to £20?—Yes, but not for an ordinary accident. We think there should be provision for medical aid and the cost of conveying the worker to his home.

29. You do not mean for the payment of all his hospital expenses and medical attendance while he is ill?—No, we are not asking for that, but merely for first aid and the cost of conveying the injured worker to his residence or to the hospital. This should be made a first charge on the employer.

30. It is to cover the position where a number of people stand around an injured person, and no one likes to assist for fear of being held responsible?—That is so, it is everybody's business and nobody's business. Unless some one is made responsible there is no one to blame.

31. You want it made a first charge on the employer until the injured man can be put in charge of responsible persons?—Yes. I think that is all I have to say in reference to the Bill.

32. *Mr. Barber.*] Do you think the alteration in the law you suggest will affect the premiums charged by the insurance company?—I am not in a position to state exactly, but I do not think there is anything in the Bill as it stands that would materially affect the existing premiums; but I am not an actuary.

33. *The Chairman.*] There is now a limitation of time provided within which an action may be brought, so that it is not possible for a person years afterwards to claim compensation for an accident. Do you consider it fair to either party to allow actions to be brought after a period of twelve months has elapsed? Is not twelve months a reasonable period?—I think twelve months would be a reasonable period in the majority of cases. There might be cases where an internal injury would not show out in that time, but almost any injury would show itself within twelve months.

WILLIAM HENRY BENNETT examined. (No. 5.)

1. *The Chairman.*] What are you?—President of the Builders' Federation of New Zealand.

2. Whom do you represent?—The Employers' Federation.

3. You have made yourself acquainted with this Bill?—Yes, as far as I possibly could.

4. And in giving evidence here you are speaking on behalf of the Federation?—Yes.

5. Will you tell us what impression the Bill makes on you?—The Bill is a very large one, and there are some very important questions involved in it. I have made a few notes, which I will give you as shortly as possible. The first point noticed has reference to the interpretation of "relatives." It has a very wide scope, and in this connection we note what we consider to be an unwise provision in subsection (c), section 4, Part I—unwise in that it might happen to be a question of fact where the only person able to disprove it might be dead. Further on in the interpretation of the clause, lines 10, 11, and 12, we fail to see why the relative of an employer should be deprived of benefit under this Act. In connection with this I might mention that I have a son who is in charge of my workshop. I state this case because it comes home to me personally, and I know the facts are as I give them. Unfortunately, my son lost two of his fingers in a planing-machine. Why should he, I ask, be deprived of compensation under this Act because he works for his father?

6. Was he insured under this Act?—He was insured with the rest of my employees, and received a certain amount of compensation from the insurance company, but under this Bill he would be deprived of that.

7. *Hon. Mr. Millar.*] He lives in your house?—Yes. We suggest that the words after "person" in the tenth line to the word "house" in the twelfth line be struck out, and that a new clause be added making it necessary that when a relative is included among the employees due notice be given to the company insuring. That would, of course, enable the insurance company to make any inquiries they desired as to the *bona fides* of the employment. Section 5, subsection (6): Why mention "average weekly earnings" when section 6 sets out that it must be based on the amount received when working full time? Take the wharf labourer, for example: It is constantly urged before the Arbitration Court as a reason for high wages that the average weekly earnings are low, while it is admitted that the hourly wages are high. If a man works full time at 1s. 6d. an hour he would be making £3 12s. a week, although nearly always it is much less. Under this clause he would be paid £1 16s., which, added to his club money, if he belonged to a benefit society, would make him better off than when he was working. Should not clause 6 be altered to read "average actual earnings"? An employee may not be an average worker; he may be a man who is very casually employed, but when he does work he gets a fairly high hourly wage. If his compensation is to be based on a full week's earnings we think it would be unfairly loading his insurance money. Clause 9, line 31: We think the word "wholly" should be inserted between the words "is" and "due." In connection with the industrial disease referred to in clause 9, subsection (5), we think this will cause a lot of trouble and litigation. Take a painter or plumber, for instance, who is a casual hand working for a number of employers during the twelve months: how is he going to set out the liability of his several employers if he gets lead poisoning? which in many cases is caused by the uncleanly habits of the worker. After a good deal of consideration we fail to see why certain occupations are set out as "hazardous." The only reason that we can see why these occupations are set out as hazardous is that the insurance company may load them with extra premiums. Section 12, subsection (8), treats of a subject that is giving the building trade a great deal of anxiety. It sets out that the principal and contractor, as well as the subcontractor, are liable to pay compensation to an injured workman employed by the subcontractor. That is all right, but what about the subcontractor himself?