

Is the principal and contractor liable for an accident that may happen to the subcontractor? who, by the way, is not covered by an accident-insurance policy—not being an employer under the old Act. If clause 55 is carried we fear it will be extended to all subcontractors, which is not necessary, as these subcontractors are to all intents and purposes contractors in their special lines. It appears to us that the whole trend of this amendment is to increase the rates of insurance from 10 to 20 per cent., and they are very high now. Clause 24 is very wide in its application, there being no limit to the time when a worker, having secured a declaration of liability—and he has twelve months in which to do so—may claim compensation. He may remove to other parts, where his actions and movements are not under review, and his ultimate trouble may arise from quite different causes to those under which he has secured the declaration. We think in the first place that the three months under the present Act is quite long enough for the injured worker to make his claim, and that the limit should be stated during which he may claim compensation. The Second Schedule sets out the compensation payable for partial disablement: For the loss of one hand, 80 per cent.; the loss of one foot, 60 per cent.; the loss of one eye, 30 per cent.; and then it goes on to say that for the purposes of this schedule the loss of a hand or foot by a worker who has already lost a hand or a foot shall be deemed to be a loss of both hands, or both feet, or a hand and a foot, as the case may be. It seems to us that under this clause a man may receive £400 under the 80-per-cent. provision for the loss of one member, and for the other loss it is a further £500. This will tend to prevent men partially disabled obtaining employment. The raising of the amount for total incapacity from £300 to £500 we think is too great an injustice, and should not be more than £400. I do not know that I have anything further to say. We feel that in several particulars this Bill has been operated upon by the insurance companies, and that they are amply guarded, and that, especially in relation to relatives and the length of time in which workers can make their claims, the provision should remain as it is under the present Act.

8. *Mr. Arnold.*] You referred to the clause in reference to lead-poisoning, and said that this was brought about greatly on account of the uncleanness of the worker?—Yes. I have a case before me that happened in Wellington some years back, where a painter got a painter's colic so badly that he was totally unable to follow his employment, and the medical testimony was to the effect that the paint and putty the man was continually using had entered his fingers by means of the finger-nails, and any one who knows anything about the trade at all knows that paint and putty does collect around the base of the finger-nail, and that unless it is kept continually clean the poison enters the system and does the man a large amount of injury. It is also known that, especially among men of intemperate habits, this regularly happens. I have been told that men who are handling quicksilver in connection with quartz batteries are very much liable to the same thing. It is through carelessness in handling poisons that this injury is caused.

9. *Hon. Mr. Millar.*] You are aware, I suppose, that these hazardous trades have been included in the English Workers' Compensation Act for years?—I understand this is based on the English Act.

10. Do you not think it is right that where men are engaged in the same industries they should have the same protection as they have in Great Britain?—Yes; but why should particular trades be picked out and called "hazardous."

11. I am referring to diseases?—I think the workers should be protected, certainly.

12. You would not be put in a worse position in such trades than the employers in Great Britain?—No, I do not think so. Our trouble here is this: that our work is so casual in its nature that the workman is continually shifting about from employer to employer; he may perhaps have five or six employers in six months, and under such circumstances which particular employer is going to be saddled with the responsibility?

13. You are aware that the schedule containing the hazardous trades is inserted with the object of providing that the employer is liable where the contractor is not in a position to pay. It is to cover a case where an employer goes into some speculation outside of his regular business. Under the present Act the principal is responsible for every five-pound note if the contractor cannot pay. The definition is now so large that every man is liable for the compensation due if the actual employer cannot pay?—I am quite satisfied with that explanation. We have been puzzled over this matter for some time, and if that is the explanation of it I am perfectly satisfied.

14. Another clause says that the principal is not liable unless the amount is over £20 for the contract. At present he would be liable for any accident if the employer could not pay?—That explanation is perfectly satisfactory.

15. You said that the payment of compensation ought to be taken on the average earnings per week. Under the old Act they paid on the average wages, and we found that if a man happened to work for three hours at a particular trade it was based on that. I remember a case where a man was employed on the *Dunedin Evening Star* to unload rolls of paper: he had been employed for about four or five hours when one of these rolls fell on him and broke his leg, and the amount of compensation paid by the insurance company was only half-a-crown a week, because his average earnings were only 5s. a week. Do you consider that fair?—No; but I think there are other ways of meeting a difficulty like that. You might limit the minimum amount to be paid. The present proposal to base it on the full weekly wage is wrong, and I think the employers would be quite willing to fix a minimum amount below which a man could not be paid.

16. That is to say, you prefer the old clause of the Act to this?—Yes. We quite recognise that there are portions of the present Bill which are far preferable to the existing law, and we think the provision for definite sums to be paid in the case of particular injuries is a step in the right direction. We employers have had some experience of lawyers who have got hold of these cases and worked up trouble, while they have really taken away a great amount of the compensation in law-costs which should have gone to the worker. Anything that will do away with that practice will be of great benefit to the country generally.