

to him because he had not taken immediate steps to make his claim immediately after the accident took place?—That seems quite reasonable, but the expression “at any time thereafter” is too indefinite. We had a case where three years afterwards a man who had received an injury went to Dr. Cahill and said that the injury he had received had now incapacitated him, but the doctor was not prepared to say that. That man eventually died of cancer in the hospital. An attempt might be made in such a case as that to use this clause.

12. *The Chairman.*] You would like to see this contingent liability limited?—Yes.

13. *Hon. Mr. Millar.*] The next clause says that where a man is malingering the Court may, instead of dismissing the action, make a declaration of liability, while the next clause again allows the Court to review its decision. These two clauses are framed with the simple object of providing that a man shall get compensation where he is entitled to it, but provision is made against malingering, because there have been cases where a man has dropped his crutch after he has received compensation?—Yes, there are a number of claims which are not *bona fide*.

14. We might put a limit of time in the clause you refer to, and if that is done would you be satisfied?—Yes, I think so. With regard to clause 10, which applies to accidents happening in connection with the shipping, subsection (2) says, “This Act applies to accidents happening on board a New Zealand ship, as defined in this section, to any worker in an employment to which this Act applies, wherever that ship may be at the time of the accident.” Take, for instance, the s.s. “Aparima,” belonging to the Union Steamship Company, which goes to Calcutta. She employs a number of men there to load and unload her.

15. They would not be covered, because they are not in the ship’s articles?—Who makes the claim? Should it not read that accidents happening on board ship should apply to those on the ship’s articles. I think the Bill would cover them quite amply.

16. It is only intended to cover the ship’s crew. At present the law is that you are in New Zealand when within three miles of the coast, and this clause is to cover the men all the time they are on board the ship when in the service of the company. If the accident happened in Sydney the worker would still get compensation if he came from New Zealand?—Yes.

17. *The Chairman.*] Does not the second subsection do what you are asking for if the accident happened to a seaman employed on a New Zealand ship?—It does not say that it only applies to that.

18. *Hon. Mr. Millar.*] This clause does not apply to anything but the ship’s crew, which is exactly as it applies within New Zealand anywhere on the coast within the three-mile limit?—Yes; and to the islands in Great Britain.

19. It does not apply to Great Britain?—What about the New Zealand Shipping Company?

20. The New Zealand Shipping Company is not registered in New Zealand, and it would not apply to the ships belonging to the Huddart-Parker line?—That is so.

21. Now, with regard to clause 23, “Limitation of actions under the Act”: This limits the action for the recovery of compensation to twelve months after the date of the accident?—Surely that is too long. The present Act provides for six months; and further on, in subsection (4) of section 23, it says, “Failure to commence the action within the time limited shall be no bar if in the opinion of the Court the failure was occasioned by mistake, or by ignorance of fact or law, or by absence from New Zealand, or by any other reasonable cause.” That surely opens the door to fraud. Surely in the case of a man meeting with an accident six months is enough to enable him to bring his action.

22. There have been cases where the employers, when a man has met with an accident, have strung him on by giving him half-pay for six months, and when he applied for the next six months’ half-pay they have refused it because he had not given notice?—I do not think there are many workmen now who would misunderstand the position. I am speaking here from the insurance companies’ point of view, and I think these two clauses must increase the chance of the employers having to pay higher premiums.

23. I suppose there will be a slight increase in the shipping rates, because you will have to carry the risk very much further?—Yes, and this section 23 will also affect our premiums. If the time is going to be increased to twelve months, 10 per cent. advance would not cover all these unknown quantities; we should want a 15-per-cent. increase.

24. *Mr. Alison.*] Do you mean an additional 10 to 15 per cent. on present premiums or on the additional premiums?—Ten to 15 per cent., say, in addition to those prevailing for the last twelve months. Ten per cent. would have been required to cover the additional losses if this Bill had been in force instead of the present Act.

25. Supposing you were charging 20s. per hundred, what would the additional premium amount to?—Twenty-three shillings. I am only now referring to the First Schedule, containing the hazardous occupations. With regard to the Second Schedule, we think it requires revision. It is rather bald: loss of one hand, 80 per cent. of compensation for total incapacity. Assuming there is a maximum of £500, £400 has to be paid for that. Then there is the loss of one foot, 60 per cent. With regard to the loss of one hand and one foot, I might say there is no provision made for the loss of a leg and an arm. A man may lose one hand and yet not suffer so much incapacity as a man who loses a whole arm. These rates would be fair enough in the case of a man losing the whole of his arm or his leg, but in the case of a hand or foot they are a little high. They are very much higher than have ever been paid in New Zealand.

26. There is no difference made in the loss of a hand and the loss of an arm?—No, and that would lead to litigation. And then there is the loss of a foot and the loss of a leg. We think the compensation for the loss of an arm might be reasonable, but it ought to be less for the loss of a hand or foot. In the second paragraph of the schedule it states, “For the purposes of this schedule the loss of a hand or foot by a worker who has already lost a hand or foot shall be