

quarry and strikes the man's ankle and inflicts rather a serious injury. He is taken to a doctor, who pronounces that he is suffering from a severe sprain and a contusion of joints, and the doctor advises a certain course of treatment and rest. After a while the man gets considerably better; he signs off and goes back to work. He is paid so much compensation for the time he has been away, and the employer gets him to sign a receipt showing that he has received so much "in full settlement of all demands." After a while the leg gets bad again, and the man goes into a hospital. His leg is taken off, and he sues for compensation under the Act, and, though it is quite clear that the loss of the leg is due to the accident, the Court holds that the worker is disentitled on account of the agreement. That is only one of a number of cases which have come under my notice. It is not so much the employer as the insurer that continually worries a man to sign off, and, as he is offered a lump sum to do so, the temptation is strong to a needy man. The result is that, even if he is crippled afterwards, he is out of Court. It has been decided in England, and the decision has been followed in New Zealand by the Court of Arbitration, that the claim of a wife or other dependant is something separate and distinct from the claim of the injured worker. Consequently, in a case where a worker was injured but subsequently got better and signed an agreement in settlement, and afterwards died through a recrudescence of the injury, his wife was held to be entitled to the difference between the sum that the deceased received and the maximum recoverable under the Act. That is an English case, and it has been followed in New Zealand. Hence the Committee will see that the third paragraph of my suggested amendment is simply declaratory of the existing law in a sense, but there is this one moot point which this clause of mine would set at rest: The English case to which I referred decided that the wife's claim was separate only when the worker died, and the New Zealand case went no further than that. It is still to be decided whether, if a worker became permanently incapacitated but did not die, his wife could claim anything. The language of the Judges in both cases is that the principle applies only if the man dies, but the point is not expressly decided. It will be obvious to the Committee, however, I think, that it would be very unfair to say that the principle would not apply if a worker became permanently incapacitated, because, surely, speaking from a worldly point of view, the result is the same to the wife whether the man is crippled or dead. I commend my suggestion to the careful consideration of the Committee. Then I have a third amendment which I will read, "In assessing compensation, whether under this Act or independently hereof, there shall be no abatement of the amount for which the employer or his insurer is liable by reason of the fact that, in consequence of the accident in respect of which the claim has arisen, money has accrued due to the claimant from any other source." Now, I will briefly explain what that means: It has been settled by decisions in England under the Fatal Accidents Act, sometimes called Lord Campbell's Act, of which our Deaths by Accidents Compensation Act of 1880 is a reproduction, that in assessing compensation for the death of a husband or son, as the case may be, the Court is entitled to deduct any money which may have come to his dependants in consequence of his having insured his life. For example, this is a case which occurred in New Zealand: A man is killed in a tunnel; his life was insured for £100, which his wife got after his death. That £100 was deducted from the amount awarded as compensation. It has been decided twice in New Zealand that this principle is applicable to the Workers' Compensation for Accidents Act.

14. *The Chairman.*] It would be better for the man not to be insured, because he pays the insurance himself in that case?—Yes. It is a matter of opinion, but I think it is obviously against public policy to discourage life insurance, and where a man is prudent enough to insure his life I think it is only fair that his dependants should have that money to the good independently of the benefit conferred by the Workers' Compensation Act. That clause cannot increase the cost of the premiums, and I think it is the fairest thing in the world to adopt it.

15. Would that apply, say, to the Druids' Society, where they give £100 at death?—Certainly it would. I suggest that my clause should go in after paragraph (10) of clause 5. I think I have covered all the ground I have mapped out. I put the amendments before the Committee for consideration, and repeat, after making allowance for possible improvements, that I think this Bill, if passed into law, will place the law on a more satisfactory footing and be a great improvement on anything we have had before.

16. *Mr. Barber.*] You said the introduction of this Act would necessarily increase the premiums?—I give that as my opinion. I cannot speak from expert knowledge.

17. There is a clause with regard to hazardous trades. Do you think the definition of those trades will be some ground for the insurance companies charging a higher premium on those particular trades?—I think not. The schedule about hazardous trades is simply declaratory of the existing law as settled by successive decisions.

18. But it is establishing that these trades are hazardous trades?—I venture to say, if you compared the schedule with the decisions of the Court, every one of those terms would be covered by the decisions. What is a hazardous occupation has been established by repeated decisions. There is only one thing that is new—that is, limiting the height of a fall to 12 ft.

19. Say a girl is working a sewing-machine, if she works it with a treadle it is not hazardous, but if the machine is driven by electricity she is working at a hazardous trade?—It does not follow that because a trade is not included in the category of hazardous trades it is therefore excluded, because paragraph (a) of subsection (2) of section 3 says, "In and for the purposes of any trade or business carried on by the employer." That covers a very wide range of trades not included in the words "hazardous trades."

20. I am afraid the term "hazardous trades" will result in the insurance companies demanding additional premiums?—I do not think so. I think you will find all these have been covered by existing decisions. This is only declaratory of the existing law. I think the 12 ft. limit is a mistake. Of course, the Minister may have some knowledge on that point that I have not.