

man took the same food as the seamen and sat at the same table, Mr. Justice Sim agreed with my contention that he should rank as a seaman—that 10s. a week should be added for board and lodging. With the addition of this amount his wages exceeded £5. In assisting to unload his vessel he sustained what is technically known as bilateral optic atrophy—both optic nerves were ruptured. He experienced temporary blindness at the time, but recovered sufficiently to enable him to go on with his work. He ultimately became completely blind. In consequence of the limitation alluded to he was precluded from receiving any compensation whatever. Mr. Justice Ruegg, in his work on the English Act, says that obviously one of the reasons for imposing the limitation is that a person in receipt of £250 a year should provide for himself. As a commentary on that I would point out that this man, prior to obtaining the employment in which he was injured, was tallying on the wharves in Wellington. He was absolutely a poor man. He had been only eight months in the employment when he met with this accident, and he is now absolutely destitute and dependent on the kindness of friends. Had our Act contained the same provision as the English Act this man could have recovered compensation. The second case that has come under my notice is that of a miner who lost his arm in the Waihi Mine. On account of his wife being a confirmed invalid, he was an extremely poor man. He worked for a few months, however, as a mining-contractor. You will find that mining-contractors are workers under section 57 of the Act. His earnings in consequence of the strict method of computation provided by section 6 of the Act exceeded £5. He was unable to recover any compensation. These are two cases that have come under my notice in practice, Mr. Chairman. They illustrate in the strongest manner the hardship which is inevitable under the present limitation. I would point out that the method of computation provided by section 6 of the Act was designed expressly to enhance the benefits of the Workers' Compensation Act to the worker before there was any limitation at all. In other words, the limitation was not in contemplation when the Act of 1900 was amended to provide that average weekly earnings could be computed only for the period of actual employment. In consequence of what I might call the afterthought to which the limitation is due, what was originally intended as a benefit to the worker now proves the very opposite. The amendment I suggest is that our Act should be brought into line with the English Act, and that will make it unnecessary to include clause 3 in the Bill at all.

2. You accept the wording of the English Act?—Yes.

3. *Hon. Mr. Millar.*] There are two different sections in the English Act dealing with that?—The section to which I draw the attention of the Committee is the definition of "workman" in the English Act.

4. A maximum of £2 10s. has been suggested here. That would cover the whole thing. But there are two different sections in the English Act. Do you know what it would mean in the way of increased premiums?—I have spoken to many insurance people, and they say that it would not mean any increase at all.

5. I have been informed by insurance people that this Bill of mine means 10 per cent. increase?—I have purposely gone to the insurance people to discuss the matter with them, and I can certainly say my view is supported by those I have seen.

6. Last year they said it would mean an increase of £1, but this year they could not do it; there were a thousand accidents last year?—I am expressing my own personal opinion now, but I would rather see the amendment I have referred to adopted even if all the others were dropped. I will just briefly refer to other clauses in the Bill. Clause 4 is, no doubt, a necessary amendment, because "territorial waters" is a better term than "marginal waters." Clause 5 means that the plea of serious and wilful misconduct will not be available where a worker is killed or totally incapacitated. That will bring our Act into agreement with the English Act. Clause 6 proposes to give the same power to an Inspector of Factories that a Magistrate now has—that is, of approving agreements made between infants and employers. I see no objection to offer to that.

7. This goes a little further. This is intended to meet a case wherever a private agreement is come to to take a lump sum in lieu of compensation, and provides that before it becomes law it shall be ratified by a Magistrate. An insurance agent cannot then say to a woman, as may be said now, "Well, here's £50; take that and we are square"?—If that is so, then I would suggest that a schedule be added to the Bill prescribing a short and concise form in which the Magistrate or Inspector can indicate his approval; otherwise the Magistrate or Inspector may require a lengthy and expensive document. The Magistrate is not now satisfied simply by indicating his approval; there is a very lengthy formal document which he signs.

8. *Mr. Fraser.*] Suppose the Magistrate says, "I disapprove," and indicates the direction and wants to see the document, surely you must give him that power?—Yes, of course; but if he disapproves he simply refuses to sign. He will not sign until such time as the agreement does meet with his approval. If you make it a general rule that all agreements must go before a Magistrate, it is desirable to have the matter concluded as expeditiously as possible. Clause 7 seems to be a necessary machinery amendment. I have no comment to make on that. Clause 8: "Section twenty-seven of the principal Act is hereby amended by omitting from subsection two thereof the words 'by any other person,' and substituting therefor the words 'other person.'" That enables a claimant to sue the insurer instead of the employer if he wishes. Clause 9 removes the grievance mentioned by Mr. Reardon. It has been judicially settled that the words in the last paragraph must be strictly construed. The paragraph says "an eye, hand, or foot," &c. That does not include a finger or toe. The new clause meets the difficulty, in my opinion. I will, Mr. Chairman, with your indulgence, refer to two points outside the limits of the Act. The first has regard to section 21 of the principal Act. It has not been decided, but there has been an expression of opinion by Mr. Justice Sim. I will quote the clause—section 21, subsection (1): "In the case of an accident causing the death of a worker, proceedings for the recovery of compensation shall be taken by the representative of the deceased worker on behalf of the dependants." (2.) "If there is no such representative, or if no such proceedings are taken by him within three months after the death of the worker, the proceedings may be taken by the dependants of the worker, or by any one or more of them on behalf of all of them." That is a case that happened