

11. Section 5 of the principal Act, you say, means an increase of premium: have you in the course of your own experience ever brought up as a defence that the accident was caused by the wilful misconduct of the worker?—I could not say.

12. Can you tell me in how many cases that plea has been put in?—There were several cases here in Wellington where it was alleged that the accident was caused by the wilful misconduct of the worker.

13. How many cases of the kind have gone to Court?—Not many.

14. I understand the difficulty of proving it makes it too risky to take it into Court at all. I ask you as manager of your company, how often have you used that as a defence?—Once or twice cases have been tried on that ground, but I have had no experience of that kind.

15. What is your reading of the original Act: do you literally read that a man has to lose the whole joint of his finger before you are called upon to pay for the joint?—Yes, that is according to legal advice.

16. If a man has lost the half of a joint, of what earthly use is the remainder of that particular joint?—Take the thumb: if we had part of the joint lost it would be 15 per cent.

17. You pay for the top joint?—Yes.

18. If you take the half-joint the company will not pay for it?—I have not had any experience of cases of that kind.

19. Some companies have been actually straining the law to get out of their liability?—We always pay when the joint is actually lost. I speak only for myself.

20. It is quite apparent, whether the joint is totally disabled or not, if after the joint is taken off it must be feasible that the half-joint is of no use. The joint might be actually left, but it is no service?—I think that is the custom now.

21. If that is the custom now it cannot increase the premium?—Section 9 means more than that.

22. No, that is all that section 9 says. "permanently and wholly useless"?—There again it is a case for the medical man.

23. *Mr. Fraser.*] Did I understand you to say that you would not object, so far as manual workers are concerned, if they were earning more than £5 a week you would allow them to get compensation providing that it did not exceed £2 10s.?—I said we had no objection to raise if the workers, as defined by the present Act, all came in.

24. You said the limit of £5 would not be insisted on if the compensation were not more than £2 10s.?—I said it would not increase the premium to a great extent if it were not more than £2 10s.

25. You are speaking for the associated companies?—Yes.

26. Do you mean that if the wording of the English Act were adopted, and there was no limit of £5 for manual workers, but with this limitation of compensation to £2 10s., you would not object to the clause?—I do not think that particular clause would affect the premiums to a great extent.

27. When you answered Mr. Millar just now on the question of negligence, did you restrict your answer to the operations of your own company, or were you speaking then for the associated companies?—No, my own company.

28. Have you known any cases where any of the other companies have used that as a plea for non-payment?—I only know that two cases were tried in Wellington about two years ago in connection with the erection of the Destructor, where a scaffolding fell down and injured two men. There, I think, it was proved that the accident was due to negligence.

29. Are there many cases where men come to serious damage through carelessness and do not apply for compensation?—I do not think so.

30. Where it is manifest that there was negligence on their own part?—They will apply for compensation.

31. Whether it is manifest or not?—Yes.

H. N. LIARDET examined. (No. 8.)

1. *The Chairman.*] You represent?—The Ocean Accident and Guarantee Corporation (Limited).

2. You are general manager for New Zealand?—Yes, the New Zealand branch. With regard to the figures Mr. Millar was mentioning just now, I may be able to give you some information, because I had them drawn up in the office yesterday. Taking the average for four years from 1907, the amount we paid for claims during that time amounted to £63,128, or an average of £15,782 per year. We paid on an average during the four years 1,778 claims per year.

3. *Hon. Mr. Millar.*] What was the total amount you got?—I received £27,804 as the average per year for four years. With respect to this amendment increasing the liabilities of the insurance companies or employers as per clause 2 of the Bill, we also have to add to the number of claims mentioned above, the number of claims on which no compensation was paid. A man receives a slight injury, and has first of all to go to a medical man. The injury may not be serious enough for him to make a claim, but we would be liable to the medical man for his fee. Our experience is this—and I suppose we have a larger experience than any other company represented here to-day—that where an injury is suffered a claim is always made. In some instances we pay what is called "first aid"; in other instances we are not asked for it; but once this amendment comes into force there will be no question at all as to who should pay it or the amount they will have to pay. We shall have a charge on every claim and every case which a doctor has to attend. We shall be charged £1 in every case without any mistake at all. That is my opinion. I dare say you gentlemen will remember when the amendment was proposed that the maximum should be £10, and I dare say you have recollection of a letter which appeared in the newspapers at the time which showed the way the wind was blowing.