

per week. This would avoid all references to the Court, and the insurance companies would know exactly where they were. Section 6: This provides that an agreement made between an employer and a worker in regard to the settlement of any claim for compensation, or any question in respect to compensation, shall not be binding unless approved by a Magistrate or Inspector of Factories. I think this will cause delay in settling claims, but there would not be so much objection to the amendment if it were confined to lump sums paid in lieu of or in commutation of the weekly compensation. I would strongly urge that the clause be amended in this way, for as it now stands apparently no question, however trivial, could be finally settled unless with the concurrence of a Magistrate or Inspector of Factories. It seems to me that the cases which have caused trouble have been those where the man has been very seriously injured—where he has been mutilated and lost an arm or a foot. I cannot see any advantage in the clause to the worker who is able to return to his employment as well after the accident as he was before the accident.

4. *Mr. McLaren.*] It is proposed to alter that?—So far as the Department is concerned, we should offer no objection to that if the clause is only to apply to lump sums.

5. *Hon. Mr. Millar.*] What is taking place now is, when a man meets with a serious injury which sometimes results in death, the agent of the insurance company goes out and offers £150 or £200 as compensation, when the law would probably give £250 or more, and the offer is accepted. This provision is simply intended to see that the worker or his relatives shall get justice?—Yes. The only other matters to which I would like to draw attention have reference to sections 25 and 48 of the Workers' Compensation Act, 1908. I think some amendment should be made so that, in the event of the death of a worker after an accident, some reasonable limitation between the date of the accident and the dependants' claim should be made. In both cases the claim of the dependants can be made within six months of the date of the worker's death, apparently quite irrespective of the time that may have elapsed between the date of the accident and the worker's death. As a matter of fact, I have a claim of this kind now under consideration where the father of the deceased alleges that his son met with an accident some seven or eight months before his death, and that death was accelerated by the accident. No mention of the accident was made either by the worker or the employer, and it is, of course, much more difficult to collect information at the present time. At present there is no limit, and death might be attributed to an accident which occurred ten years previously, and a claim be made for compensation. I would suggest that provision should be retained that actions by dependants or others interested must be commenced within six months of the date of death, subject to the condition that no action shall be maintainable unless (a) where there had been no admission of liability by the employer, death occurs within two years from the date of the accident; or (b) death occurs within two years from the date of the last admission of liability by the employer. It is an accidental flaw in the old Act. I have nothing more to say.

6. With regard to clause 2, providing for £1 for medical expenses: compensation has not been payable under the existing law until after seven days?—Yes. It is not payable unless the incapacity lasts for seven days or more.

7. It says "in addition to the compensation." It is only where compensation is payable. This £1 is only paid for medical attendance where a man receives compensation?—We considered the matter carefully in the office, and thought the clause might be read in several ways. If what you say is the intention I think it should be made a little clearer.

8. Where a man cuts or otherwise injures himself it is to pay for first aid, which is often very necessary, and minimizes the extent of the injury; but it was intended to be only in addition to the compensation payable. That was the instruction I gave to the Law Office, and the clause seemed to me to be all right?—Would it be a difficult thing to add a proviso that no amount should be payable unless compensation is due? I think such a proviso should be added.

9. That was our intention. Coming to clause 3: You have had a fairly large experience in the insurance business: in your opinion, how would it affect the premiums if we adopted the English clause in this respect in its entirety?—Personally, I think it would be rather slight. I think the number of workers earning over £5 a week cannot be very great, and we should simply get the premiums on the whole of the wages instead of on the wages of those earning less than £5. I do not think the extra premium would be serious.

10. It only applies to manual labour?—I am decidedly of opinion that the English Act should be adopted, because it would lead to simplicity in dealing with claims.

11. And it will mean but slight or no increase in premiums?—No, I do not think so. I do not think it will involve any material increase in premium to employers, for if there is any doubt as to whether or not the men come under the Act, to be settled by the Court, the full premium would probably be charged in any case.

12. Clause 6 we will have amended in the direction you suggest, because that is all the Government desire—simply to protect those who may not have the ability to look after themselves. Some of the agents of insurance companies deliberately endeavour—which is the principle, probably, from a business point of view—to take advantage of people, which could not be done if proper advice was available. We would prefer to see the settlement made quietly without any trouble to anybody, and I think you will agree that people ought to be protected when the insurance companies have taken premiums for risks up to £400, and take advantage of the ignorance of people to settle the matter for perhaps £150?—There should be some provision for that.

13. *Mr. Fraser.*] Mr. Pryor stated that if the Bill as a whole were passed it would mean an increase of 15 per cent. in the present premium: what is your opinion in that respect, assuming, of course, that section 2 is made quite clear in the way you desire?—I think, as I said before, it will mean an increase of from 10 to 12½ per cent. I do not think it will be any more. We can fairly well get at it by the number of accidents we have had. I think it will be found that in every case of accident it will mean medical attendance, and there are about a thousand a year in our office. We have about twenty cases a week, and I think that will practically cover it.