

16. Did you not know at that time that the insurance company was indebted to you in the sum of £300?—I was in such a position at the time that I did not give it much thought. I was practically driven to extremities. I had waited a long time for the decision of the Court. I had to pay up, and I wanted the money.

17. If you do succeed in your petition, at least £150 will have to be paid back to the insurance company?—Yes.

18. And that means that they would escape altogether?—Yes. The insurance company's representatives were there by appointment at Mr. Levi's office.

19. They had a representative there, in addition to your solicitor?—Yes.

20. Do you remember the name of the gentleman representing the company there?—No, I do not.

21. Was anything said to you at all? What argument did they adduce to persuade you to sign the document?—Practically no argument.

22. *Mr. Newman.*] You were pressed for money at the time?—I may say that I had borrowed money at the time.

23. *Mr. Fisher.*] What is the highest speed that a tram-car can attain?—Up to about eighteen miles.

24. *The Chairman.*] Can you tell us what, in your opinion, was the rate the car was travelling at before you put on the brakes to avoid the collision?—About eight or ten miles.

25. *Hon. Mr. T. Y. Duncan.*] Do you think the cause of the collision after you put the brakes on was the skidding of the car?—I do not hold that it skidded. I had taken the hand-brake and reduced the greater part of the speed. I did not realise at the time that the driver of the wagon was going to cross. It was only a matter of an instant, and I practically stopped.

26. *The Chairman.*] Is it possible, when you had the brake-power on, that the car was skidding faster? Supposing you had put on the full brake-power, would she not have been going slower than when she skidded forward?—Yes.

27. Were the rails dry that day?—Yes.

28. *Mr. Newman.*] Did you part with your legal rights when you accepted the £150?—Yes; I had to do it. My claim had to be in within three months, and then it had to be put in in time for the Arbitration Court—within six months of the accident. What I had to do was to fill in the claim to protect myself against the insurance company and to allow me to pay the expenses in order to go against the Crown, and once they came to terms they finally agreed to give £150. Once they came to terms my claim was withdrawn, because under the Act one is not entitled to take compensation from two different parties.

29. That was the advice you got?—Yes.

30. *Hon. Mr. T. Y. Duncan.*] Has the insurance company taken any part in this petition of yours?—Not to my knowledge. I have seen nothing of them since I got the cheque.

31. Who prepared your petition?—A personal friend.

32. *Mr. Newman.*] When you accepted the £150 you thought you had lost your right to the £300?—Yes.

33. *Mr. Fisher.*] Are you married?—No, but I have a mother who is a confirmed invalid.

ERNEST EDWARD HAMMOND, Representative of the South British Insurance Company, Wellington, examined. (No. 7.)

*The Chairman.*] Before we ask you to reply to any questions, I will get the shorthand-writer to read his notes of Mr. Barton's evidence. [Evidence read.] The Committee thought it would be unfair to arrive at a decision for submission to the House until you had heard what Mr. Barton had stated. I should be glad if you would make any statement you have to make.

*Witness:* With regard to time, I cannot narrate the whole history. The facts are these: Subsequent to the accident Mr. Barton intimated that he did not intend to make a claim under the Workers' Compensation Act. He had an uncle in Christchurch—a lawyer—who had advised him not to do so, as an action under the common law would be more beneficial to him. That position he maintained until the three months was up, and no claim in any shape or form had been made. The whole of the matter was put before our directors, and they agreed to an application by Mr. Barton, as he had no cash to pay the expenses to go to the Court. The solicitors refused to take his claim before the Court without getting the cash. It was agreed that we should give him £150 on behalf of the City Council, which was a very valuable connection to us, and worth some £4,000 or £5,000 a year. I held this information over for a week or two until I saw that Barton could not make any headway against the Government. At that time every one thought he had a claim, and then I informed the head office of the decision in the matter, telling Barton quite plainly that it was purely *ex gratia*. He realised the position, and ultimately jumped at it. Then the case went to Court, with the result you know. The original sum of £150 we advanced was again brought up in this form. In paying the money its *ex gratia* character was admitted, and it was agreed that if he got a large sum it was only fair that we should take a refund. The most we asked was £150, but it might have been only £10. It was Mr. Levi's suggestion, and no member of our office saw Barton again. We sent a message-boy with the document to him. That was the only representative he saw after that—he saw no one else in our service. If we had refused to pay him he would have got nothing whatever. It was through the Auckland head office's generosity that he got the £150; but that generosity was from a business point of view—we naturally looked upon it as coming back to us in another form. We thought at the time Barton would get his reward from the Court, and we were supplying him with funds with which to go to the Court.

1. *Mr. Fisher.*] But there was a liability to him of £300?—I do not think the Court would have awarded him £150 at most.