in practice—a case of my own: A is killed instantly by a fall of earth. His widow under the Act is entitled to £500 and funeral expenses. Although the employer is quite willing to settle, the insurance company insists on having an award of the Court. As the Arbitration Court was to sit within a few weeks in Wellington, I at once issued the writ and got the case set down for hearing. The award was duly made. After it had been made counsel for the insurance company directed the attention of the Court to section 21, and argued that, in order to have a legal status under this section, the widow should apply for letters of administration or wait until the three months had expired. Mr. Justice Sim agreed, but held that it was too late to raise the objection. Surely, when the liability is admitted, the widow should not be compelled to take out letters of administration. In the majority of cases the worker leaves no estate except the compensation, and the Legislature never intended that she should apply for administration or wait three months.

9. *Hon. Mr. Millar.*] I thought it was not compulsory to take probate out under £50?—Payment can be made without probate where the estate does not exceed £100. In consequence of this provision, which is quite new—Mr. Justice Sim did express that opinion—the claimant must either apply for administration or wait three months before suing. I suggest that an amendment be made dispensing with administration. There is one other point I would bring under the notice of the Committee: Under the Act of 1900 every case under the Workers' Compensation Act was an industrial dispute under the Industrial Conciliation and Arbitration Act. The effect of that was that the procedure under the Industrial Conciliation and Arbitration Act was applicable to cases under this Act. You will remember, Mr. Chairman, that it is specially provided in the Industrial Conciliation and Arbitration Act that the ordinary rules of evidence can be waived by the Court—that the Court can receive evidence that is not strictly legal. That has been altered by the Act of 1908, or, at any rate, by the regulations made thereunder. If you read the regulations you will find that the procedure under the Act is to all intents and purposes similar to that of the Supreme Court. The result is that the law of evidence as applicable to a case in the Supreme Court is equally applicable to a case under this Act. It is an established rule of evidence that statements made by a dying man as to the cause of his death are not admissible in evidence except in cases of homicide. Where a man has been killed by the wrongful act of another the law presumes that when in fear of death he will not make an untrue statement; and, consequently, if he alleges that he is dying through the wrongful act of another person, his statement, if made when the proponent had no reasonable hope of living, is admissible as evidence. Now, it frequently happens—and such a case has happened in my practice—that a man in the course of his employment receives a very slight injury—perhaps an abrasion of the finger or leg. He thinks nothing of it at the time, and consequently makes no complaint; but when he goes home he tells his wife that he met with this slight injury. Ultimately, in consequence of the abrasion, blood-poisoning supervenes and death results. In an action for the recovery of compensation the onus of proving that death resulted from injury in the course of the man's employment is on the widow, and any statement made by her husband as to the cause of death is not now admissible in evidence. That is a hardship that I respectfully submit ought to be removed. I do not suggest that the statement should be conclusive proof, but that it should be admissible in evidence for what it is worth; and such an amendment in the law I think is desirable, having regard to the fact that actions under this Act are no longer governed by the procedure under the Industrial Conciliation and Arbitration Act.

WILLIAM THOMAS YOUNG recalled. (No. 1.)

1. *Mr. McLaren.*] What ground of objection have you to the agreement being confirmed by an Inspector of Factories under clause 6 of the Bill?—The main ground of objection is that the Act we have to deal with is a very complicated one indeed, as instanced by the expert who has just gone out. The matter is practically one that might be designated as a judicial function; that is to say, the matter of an agreement entered into by a worker with an employer or an insurance company is practically a legal document, and it requires legal investigation, from our point of view, to see that the rights of the worker are in no way jeopardized by the agreement that is entered into. Inspectors of Factories are not, as a general rule, men possessed of legal knowledge, especially so far as this Act is concerned. In some places the Inspector of Factories is a policeman, who invariably knows very little about the law, and he does not trouble himself very much to know anything about it. I have been very keenly interested while listening to the expert evidence given by Mr. O'Regan, but I think an aspect of his evidence has conclusively established the reason why we should object to a function of this kind being handed over to Inspectors of Factories.

2. *The Chairman.*] You noticed that he did not object to the Inspector of Factories?—Yes, but his remarks bore that out, because where any solicitor acts for a worker and the agreement is presented to and indorsed by an Inspector of Factories, the other side may upset the agreement in a Court of law. We do not object to the Inspector of Factories because he is an Inspector of Factories—as a rule those associated with the Labour Department are very good men—but this is a matter on which we think the trained legal mind should be brought to bear, and that is why we object to a power of this kind being handed over to an Inspector of Factories or any other person who does not possess a trained legal mind.

3. *Mr. McLaren.*] You suggested the deletion of portion of clause 3 of the Bill. Would it meet the view of your council if the suggestion of Mr. Reardon, which seemed to be backed up by Mr. O'Regan, were adopted, that provision be made that the limitation proposed should not be made to apply to manual workers?—If the definition of "manual worker" will cover the case that Mr. O'Regan quoted—which I know of myself very well; I know the man; and will cover all ships' officers and engineers, I am satisfied that it will meet all we require. What we want to do is something in the direction that will get away from this £5 limitation. I think Mr. O'Regan quoted the English Act, and so far as I could follow him in quoting it I think that will cover the whole difficulty if a similar clause is inserted in the New Zealand Act.