

## New Zealand



### ANALYSIS

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| <p>Title.</p> <ol style="list-style-type: none"> <li>1. Short Title and commencement.</li> <li>2. Interpretation.</li> <li>3. Appointment of Analysts and Inspectors, &amp;c.</li> <li>4. Labelling of packages of stock-food for purposes of sale.</li> <li>5. Invoice or label to be supplied to purchaser.</li> <li>6. Modification of last two preceding sections.</li> <li>7. Invoice or label to have effect as a warranty.</li> <li>8. Sale of stock-food not of prescribed standard of quality or composition.</li> <li>9. Sale of stock-food containing injurious ingredients.</li> <li>10. Sale of feeding-oil containing mineral oil.</li> <li>11. Power of Inspectors to take samples.</li> </ol> | <ol style="list-style-type: none"> <li>12. How sample to be taken.</li> <li>13. Analysis of sample and certificate of Analyst.</li> <li>14. Analysis on request of purchaser.</li> <li>15. Analyst's certificate to be <i>prima facie</i> evidence.</li> <li>16. Independent analysis.</li> <li>17. Tampering with sample.</li> <li>18. False statements in invoices, labels, and advertisements.</li> <li>19. General penalty for offences.</li> <li>20. Time for laying informations.</li> <li>21. Relief from liability under the Patents, Designs, and Trade-marks Act, 1908, in certain cases.</li> <li>22. Remedy of vendor against prior vendor.</li> <li>23. Publication of results of experiments and analyses.</li> <li>24. Regulations.</li> <li>25. Act not to apply to certain sales.</li> <li>26. Other Acts not affected. Schedules.</li> </ol> |
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1946, No. 6

AN ACT to make Provision for controlling the Sale of Title.  
Stock-foods. [16th September, 1946

BE IT ENACTED by the General Assembly of New Zealand in Parliament assembled, and by the authority of the same, as follows:—

Short Title  
and  
commencement.

1. This Act may be cited as the Stock-foods Act, 1946, and shall come into force on the first day of June, nineteen hundred and forty-seven.

Interpretation.

2. (1) In this Act, unless the context otherwise requires,—

“Analyst” means an Analyst appointed under this Act:

“Chemical component”, in relation to any stock-food, means any component specified in the second column of the First Schedule to this Act:

“Inspector” means an Inspector appointed under this Act:

“Label” includes any brand, stamp, or writing on any package of stock-food:

“Manufacture” includes packing for sale, and also includes the process of mixing substances, whether mechanically or by hand, to form a stock-food of more than one ingredient; and “manufactured” and “manufacturer” have corresponding meanings:

“Offering for sale” includes attempting to sell, or receiving for sale or having in possession for sale, or sending or delivering for sale, or causing or allowing to be offered, advertised, or exposed for sale; and “offer for sale” has a corresponding meaning:

“Package” includes anything in or by which any stock-food may be cased, covered, enclosed, contained, or packed; and, in relation to any stock-food that is not so cased, covered, enclosed, contained, or packed, includes any block, cake, or slab of stock-food:

“Percentage”, in relation to any chemical component of a stock-food, means percentage by weight:

“Poultry” means domestic fowls, ducks, geese, and turkeys:

“Premises” includes any truck or vehicle of any description:

“Proprietor”, in relation to any stock-food manufactured in New Zealand, means the manufacturer thereof, and in relation to any stock-food not manufactured in New Zealand, means the importer thereof:

“Sale” includes barter; and also includes causing or allowing to be sold; and “sell” has a corresponding meaning:

“Stock” means cattle, sheep, horses, pigs, or poultry, of any age or sex; and includes such other animals as are declared, pursuant to subsection two of this section, to be stock for the purposes of this Act:

“Stock-food” means any substance or preparation manufactured or prepared in whole or in part from one or more than one kind of grain, seed, plant, oil, juice, meat, fish, or other source, and ordinarily used as food for stock:

“Vendor” means any person who, in the ordinary course of his business, sells or offers for sale, either on his own account or on behalf of any other person, any stock-food.

(2) The Governor-General may from time to time, by Warrant under his hand, declare that any animals of any species not specified in the definition of the term “stock” in subsection one of this section shall be stock for the purposes of this Act. Any Warrant under this subsection may be at any time in like manner amended or revoked.

**3.** (1) There may from time to time be appointed, as officers of the Public Service, such Analysts, Inspectors, and other officers as are required for the purposes of this Act, who shall have the powers and shall perform the duties set out in this Act, and shall have such other powers and shall perform such other duties as may be necessary to carry into effect the provisions of this Act or as may be prescribed by regulations under this Act.

(2) Every Inspector of Stock appointed under the Stock Act, 1908, shall be deemed, for the purposes of this Act, to be an Inspector appointed under this Act.

Appointment  
of Analysts and  
Inspectors, &c.

See Reprint  
of Statutes,  
Vol. I, p. 311

Labelling of packages of stock-food for purposes of sale.

4. (1) Every package of stock-food sold or offered for sale by any vendor shall bear thereon or have securely affixed thereto a label containing, in legible characters, the following particulars:—

(a) The name of the proprietor of the stock-food and the name of the place in which the proprietor carries on business:

(b) The name of the stock-food and the trade-mark (if any) used in respect thereof:

(c) The gross weight of the package of stock-food.

(2) For the purposes of paragraph (b) of subsection one of this section,—

(a) If the stock-food is a meat-meal containing less than sixty per centum of crude protein (allowing one per centum of nitrogen as equivalent to six and one-quarter per centum of protein) it shall be deemed to be meat and bone meal and shall accordingly be named on the package or label as meat and bone meal:

(b) If the stock-food is bran or pollard, the name specified on the package or label shall be a name indicating the grain or seed of which the stock-food is a product.

(3) Subject to the provisions of subsections four and five of this section, if any of the provisions of this section are contravened or not complied with in respect of any package of stock-food sold or offered for sale as aforesaid the vendor shall be deemed to have committed an offence against this Act.

(4) In any proceedings under this section against any vendor of a stock-food, not being the proprietor thereof, for an offence arising out of the contravention of or non-compliance with any provision of this section on the sale of the stock-food, it shall be a good defence if the defendant proves—

(a) That for the purposes of the sale to which the proceedings relate the stock-food was purchased by him from the proprietor or from some other vendor; and

(b) That the package of stock-food to which the proceedings relate was not in his possession at any material time; and

- (c) That at the time of the sale by him of the stock-food he did not know, and had no reasonable cause to suspect, that the provision had not been complied with.

(5) In any proceedings against any vendor of any meat-meal, whether or not he is the proprietor thereof, for an offence arising out of non-compliance with the provisions of paragraph (a) of subsection two of this section, it shall be a good defence if the defendant proves that at the time when the alleged offence was committed the meat-meal contained not less than fifty-seven per centum of crude protein calculated in accordance with that paragraph. The provisions of this subsection are in addition to and not in derogation of the provisions of subsection four of this section.

5. (1) Subject to the provisions of this section, every vendor shall, at the time of the sale by him of any stock-food, or as soon thereafter as is reasonably practicable, deliver or post to the purchaser an invoice containing the following particulars:—

Invoice or label  
to be supplied  
to purchaser.

- (a) The name of the vendor and the name of the place in which the vendor carries on business:
- (b) The name of the stock-food and the trade-mark (if any) used in respect thereof:
- (c) The number of packages (if any) of the stock-food comprised in the sale:
- (d) The gross weight of each package of stock-food comprised in the sale:
- (e) Where the stock-food contains more than one ingredient, the name of each of the ingredients:
- (f) Such particulars of the chemical composition of the stock-food as are specified in the second column of the First Schedule to this Act in relation to the class, as specified in the first column of that Schedule, to which the stock-food belongs.

(2) Where the stock-food is a feeding-oil, the invoice shall, in addition to the particulars required by subsection one of this section, contain a statement to the effect that the oil is recommended or, as the case may require, not recommended for use as food for poultry.

(3) Where any stock-food is sold in a package, the following provisions shall apply:—

(a) If all the particulars required by this section are legibly set out in any label on or securely affixed to the package it shall not be necessary for the vendor to supply such invoice as aforesaid:

(b) If any of the particulars so required are legibly set out in any such label as aforesaid it shall not be necessary for the vendor to state in the invoice the particulars set out in the label.

(4) Every vendor commits an offence against this Act who contravenes or fails to comply in any respect with any of the provisions of this section:

Provided that in any proceedings under this section against any vendor, not being the proprietor, of a stock-food sold in a package, for an offence arising out of the failure by him to state in an invoice any of the particulars required by this section, not being the particulars required by paragraph (a) or paragraph (c) of subsection one hereof, it shall be a good defence if the defendant proves—

(a) That for the purposes of the sale to which the proceedings relate the stock-food was purchased by him from the proprietor or from some other vendor; and

(b) That the package of stock-food was not in his possession at any material time; and

(c) That no invoice in respect of the stock-food was received by him from the proprietor or other vendor or, as the case may be, that the invoice received from the proprietor or other vendor did not contain the particulars so required; and

(d) That at the time of the sale by him of the stock-food he did not know, and had no reasonable cause to suspect, that the particulars so required were not set out, or would not be set out, in a label on or affixed to the package.

(5) The failure by any vendor to supply any invoice or label in accordance with this section shall not invalidate any sale or contract for the sale of any stock-food.

6. Nothing in section four or section five of this Act shall apply with respect to the sale of any stock-food, being stock-food previously purchased by the vendor, in a package other than the package in which he purchased it, if—

Modification of last two preceding sections.

- (a) The sale is for any purpose other than resale; and
- (b) The vendor has in his possession at the time of the sale an invoice or label supplied to him in respect of the stock-food pursuant to the said section five and complying with the provisions of that section; and
- (c) The vendor, on demand made by the purchaser at or before the time of the sale or within a reasonable time thereafter, produces such invoice or label as aforesaid for inspection by the purchaser.

7. (1) Subject to the provisions of this section, every invoice or label supplied by a vendor pursuant to section five of this Act to any purchaser of any stock-food shall have effect as a written warranty by the vendor to the purchaser—

Invoice or label to have effect as a warranty.

- (a) That the stock-food contains only the ingredients specified in the invoice or label:
- (b) That the stock-food is suitable for use as food for stock and for the particular kind of stock (if any) specified in the invoice or label:
- (c) That the particulars contained in the invoice or label as to the number of packages and the gross weight of the stock-food comprised in the sale, and as to the chemical composition of the stock-food, are correct.

(2) No action shall lie on any warranty under this section in respect of any misstatement as to the percentage of any chemical component of the stock-food if the extent to which such percentage was misstated does not exceed the limits of variation (if any) prescribed in respect of that component by regulations under this Act.

8. Every vendor commits an offence against this Act who sells or offers for sale any stock-food which is not in all material respects of the standard of quality, purity, and composition prescribed in respect of stock-foods of that kind by regulations under this Act.

Sale of stock-food not of prescribed standard of quality or composition.

Sale of stock-food containing injurious ingredients.

**9.** (1) No person shall sell or offer for sale any stock-food containing any ingredient that is injurious to the health of stock.

(2) For the purposes of this section any substance of any class mentioned in the Second Schedule to this Act shall, if present in a stock-food or, as the case may be, if present therein in a proportion specified in that Schedule in respect of substances of that class, be deemed to be an ingredient injurious to the health of stock unless the contrary is proved.

(3) Every person commits an offence against this Act who contravenes or fails to comply in any respect with the provisions of this section:

Provided that it shall be a good defence in any proceedings for an offence under this section if the defendant proves that he did not know and could not, with the exercise of reasonable care, have known that the stock-food contained the ingredient in respect of which the proceedings are taken.

Sale of feeding-oil containing mineral oil.

**10.** (1) No vendor shall sell or offer for sale any oil intended to be used, or purporting to be suitable or recommended for use, as food for any stock if the oil contains any mineral oil.

(2) Every vendor commits an offence against this Act who contravenes or fails to comply in any respect with the provisions of this section:

Provided that it shall be a good defence in any proceedings for an offence under this section if the defendant proves that he did not know and could not, with the exercise of reasonable care, have known that the oil contained any mineral oil.

Power of Inspectors to take samples.

**11.** (1) Any Inspector may at all reasonable times enter upon the premises of any vendor, and may, without payment, take a sample of any stock-food found thereon.

(2) Every person who obstructs an Inspector in the exercise of his powers under this section commits an offence against this Act.

How sample to be taken.

**12.** (1) Every sample taken by an Inspector shall be taken in the prescribed manner in the presence of the vendor if he is available, or, if he is not available, then in the presence of some other witness. If the sample is taken on the premises of the vendor, he shall supply any assistance the Inspector requires.

(2) The Inspector, in the presence of the vendor, or, as the case may be, of such other witness as aforesaid, shall then divide each sample into three parts, and shall seal each part with an official seal.

(3) The Inspector shall leave with or deliver to the vendor one part, and shall deliver a second part to an Analyst, accompanied by the invoice given in accordance with the next succeeding subsection. The third part shall be retained by the Inspector, and shall be sealed by the vendor if he is present and so desires.

(4) With each sample taken under this section there shall be supplied by the vendor to the Inspector an invoice in the same form and containing the same particulars as if it were an invoice given under section five hereof.

(5) Delivery of a sample to an Analyst or to a vendor may be effected either personally by the Inspector, or by posting it by registered post to the usual address of the Analyst or vendor, as the case may be.

**13.** (1) The Analyst shall on receiving the sample divide it into two approximately equal portions, one of which he shall fasten up and seal in a suitable vessel for production, if required, in any proceedings that may thereafter be taken in the matter.

Analysis of  
sample and  
certificate of  
Analyst.

(2) He shall analyse the remaining portion and shall set out the result in a certificate of analysis in the prescribed form.

(3) The result of the analysis shall be compared with the particulars contained in the invoice given in accordance with section twelve hereof, and if there is a discrepancy between the result of the analysis and such particulars the Analyst shall add to the certificate of analysis a statement as to whether or not in his opinion the discrepancy, after allowing for any prescribed limits of variation in respect of any ingredient, would be materially to the prejudice of a purchaser.

(4) Where on analysis and comparison a discrepancy that would be materially prejudicial to a purchaser is found in any sample, a copy of the Analyst's certificate shall be forwarded to the vendor

of the stock-food from which the sample was taken. In any other case the vendor may obtain a copy of the Analyst's certificate on payment of the prescribed fee.

Analysis on request of purchaser.

**14.** (1) The purchaser of any stock-food may at any time notify an Inspector in writing that he desires him to take a sample of the stock-food.

(2) On payment of the prescribed fee the Inspector shall attend at the place mentioned in the notice and take a sample of the stock-food for analysis as hereinafter provided.

(3) Not less than four clear days' notice shall be given to the vendor of the stock-food by the Inspector of the time and place at which he intends to take the sample.

(4) The vendor or his agent shall be at liberty to attend at the time and place specified in the notice.

(5) The Inspector shall satisfy himself as far as possible that the packages containing the stock-food are in a sound condition, that they have been properly stored, and that they have not been opened or tampered with in any way.

(6) Subject to the foregoing provisions of this section, the sample shall be taken and analysed in accordance with sections twelve and thirteen of this Act, and all the provisions of those sections shall apply accordingly. A copy of the certificate of analysis shall also be forwarded to the purchaser.

(7) If the result of the analysis shows that the stock-food is not materially at variance with the particulars contained in any invoice or label supplied, pursuant to this Act, to the purchaser when he bought the stock-food, the vendor shall be entitled to any reasonable expenses to which he may have been put in attending at the place at which the sample was taken or in supplying an invoice to the Inspector under this section, and may recover such expenses as a debt due to him by the purchaser.

Analyst's certificate to be *prima facie* evidence.

**15.** (1) In any proceedings under this Act the production by the prosecutor of a certificate of analysis purporting to be signed by an Analyst shall, without proof of the signature of the Analyst, be sufficient evidence of the facts stated therein, unless the defendant requires that the Analyst be called as a witness, in

which case he shall give notice thereof to the prosecutor not less than three clear days before the date of the hearing.

(2) In like manner the production by the defendant of a certificate of analysis purporting to be signed by an analyst shall, without proof of the signature of the analyst, be sufficient evidence of the facts stated therein, unless the prosecutor requires that the analyst be called as a witness.

(3) A copy of such last-mentioned certificate shall be sent to the prosecutor at least three clear days before the date of the hearing, and if it is not so sent the Court may adjourn the hearing on such terms as it thinks proper.

**16.** In any proceedings under this Act the Court may order that the part of the sample retained by the Inspector under section twelve hereof be divided into two parts in the presence of the vendor or his agent, and that each of such parts be submitted to an independent analyst, whether or not he is an Analyst appointed under this Act, for his report.

**17.** Every person commits an offence against this Act who—

- (a) Knowingly and fraudulently tampers with any stock-food so as to procure that a sample of it taken in pursuance of this Act is not a fair sample of the stock-food:
- (b) Improperly breaks the seal of or tampers with any part of a sample taken in pursuance of this Act.

**18.** Every vendor commits an offence against this Act who—

- (a) On the sale of any stock-food, supplies an invoice or label containing any false or misleading statement relating to the stock-food if the statement is materially prejudicial to the purchaser:
- (b) On the taking by an Inspector of any sample pursuant to this Act, supplies an invoice containing any false or misleading statement relating to the stock-food if the statement would be materially prejudicial to a purchaser of the stock-food:

Independent  
analysis.

Tampering  
with sample.

False  
statements in  
invoices, labels,  
and  
advertisements.

(c) Publishes or causes to be published in respect of any stock-food any circular or advertisement containing any false or misleading statement purporting to indicate the nature, quality, purity, or composition of the stock-food if the statement would be materially prejudicial to a purchaser of the stock-food.

General penalty for offences.

**19.** Every person who commits an offence against this Act for which no penalty is provided elsewhere than in this section shall be liable on summary conviction to a fine not exceeding fifty pounds.

Time for laying informations. See Reprint of Statutes, Vol. II, p. 351

**20.** Notwithstanding anything to the contrary in the Justices of the Peace Act, 1927, any information in respect of any offence against this Act or against any regulations made under this Act may be laid at any time within twelve months after the commission of the offence.

Relief from liability under the Patents, Designs, and Trade-marks Act, 1908, in certain cases. *Ibid.*, Vol. VI, p. 648

**21.** Where pursuant to this Act a description is applied to any stock-food, and the description is a trade description within the meaning of section eighty-three of the Patents, Designs, and Trade-marks Act, 1908, no proceedings for an offence shall be taken under that Act on the ground that the description so applied is a false trade description.

Remedy of vendor against prior vendor.

**22.** Any vendor convicted of an offence against this Act for supplying any invoice or label containing any false or misleading statement relating to a stock-food may, in any action brought by him against any other person for misrepresentation or for breach of warranty on the sale to him of the stock-food in the first instance, recover, either alone or in addition to any other damages recoverable by him, the amount of the penalty paid by him on such conviction, together with the costs paid by him in respect of his defence to the charge, if he proves—

(a) That the stock-food to which the statement related was sold to him by the defendant whose invoice or label contained the like particulars to those contained in the invoice or label supplied by him upon the sale in respect of which he was convicted; and

- (b) That he purchased the stock-food not knowing it to be otherwise than as stated in the invoice or label received by him, and sold it in the same state as that in which he received it:

Provided that it shall be open to the defendant in the action to prove that the conviction was wrongful.

**23.** (1) The Director-General of the Department of Agriculture may from time to time, in such manner as he thinks fit, publish the results of any experiments made with any stock-food or the results of any analysis thereof made under this Act or any particulars relating to the stock-food, if, in his opinion, based on the results of such experiments or analysis, the publication of such results or particulars is necessary for the protection of purchasers or is otherwise in the public interest.

Publication of results of experiments and analyses.

(2) No action shall lie against the Director-General or any other person in respect of the publication of any matter pursuant to this section.

**24.** (1) The Governor-General may from time to time, by Order in Council, make all such regulations as may in his opinion be necessary or expedient for giving full effect to the provisions of this Act and for the due administration thereof.

Regulations.

(2) Without limiting the general power hereinbefore conferred, it is hereby declared that regulations may be made under this section for all or any of the following purposes:—

- (a) Prescribing the forms required under this Act:
- (b) Prescribing the fees payable under this Act:
- (c) Prescribing the manner of taking samples under this Act:
- (d) Prescribing methods of analysis for determining the percentage of crude protein, crude fat, crude fibre, common salt, ash, moisture, or any other ingredient contained in any stock-food:
- (e) Prescribing methods for the determination of vitamin A and vitamin D content in any stock-food:
- (f) Prescribing limits of variation allowable in setting out in invoices or labels the percentages of the chemical components of any stock-food:

- (g) Exempting any specified stock-food from all or any of the provisions of this Act:
- (h) Prescribing standards of quality, purity, and composition in respect of any stock-food:
- (i) Prescribing the powers and duties of Analysts and Inspectors.

(3) All regulations made under this section shall be laid before Parliament within fourteen days after the making thereof if Parliament is then in session, and, if not, then within fourteen days after the commencement of the next ensuing session.

**25.** Nothing in this Act shall apply with respect to the sale to any person, for any purpose other than resale, of any stock-food manufactured or prepared—

- (a) Solely from materials supplied by him; or
- (b) Pursuant to, and in accordance with, an order in writing from that person prescribing the ingredients and the proportions thereof to be contained in the stock-food.

**26.** Nothing in this Act shall be construed to limit the provisions of the Stock-remedies Act, 1934, or of the Poisons Act, 1934, or of the Dangerous Drugs Act, 1927, or of any other Act.

Act not to  
apply to  
certain sales.

Other Acts  
not affected.  
1934, No. 5  
1934, No. 18  
See Reprint  
of Statutes,  
Vol. III, p. 394

## SCHEDULES

Schedules.

## FIRST SCHEDULE

PARTICULARS OF CHEMICAL COMPOSITION TO BE CONTAINED IN  
INVOICE OR LABEL

Section 5

<i>First Column.</i> Class of Stock-food.	<i>Second Column.</i> Particulars required.
1. Any stock-food consisting solely of whole or cracked grains, seeds, or pulses or solely of any mixture thereof. For the purposes of this clause the term "cracked" means broken into pieces that will not pass through a metal sieve perforated with round holes having a diameter of one-sixteenth of an inch.	None.
2. Bran or pollard or any stock-food which is the product of any one kind of grain, seed, or plant	The maximum percentage of crude fibre.
3. Meat-meal, or meat and bone meal . .	(a) The minimum percentage of crude protein (allowing 1 per centum of nitrogen as equivalent to 6.25 per centum of protein). (b) The maximum percentage of fat. (c) The maximum percentage of ash. (d) The maximum percentage of moisture.
4. Any feeding-oil . . . .	(a) The minimum vitamin A content expressed in international units. (b) The minimum vitamin D content expressed in international units or, if the feeding-oil is sold as being recommended for use as food for poultry, expressed in chick units.
5. Fish-meal . . . .	(a) The minimum percentage of crude protein (allowing 1 per centum of nitrogen as equivalent to 6.25 per centum of protein). (b) The maximum percentage of common salt (sodium chloride). (c) The maximum percentage of crude fat.
6. Any stock-food (including any mash) of a class not specified in the foregoing provisions of this Schedule	(a) The minimum percentage of crude protein (allowing 1 per centum of nitrogen as equivalent to 6.25 per centum of protein). (b) The maximum percentage of crude fat. (c) The maximum percentage of crude fibre. (d) The maximum percentage of common salt (sodium chloride). (e) The percentage of every added mineral if it is present in excess of 2 per centum.

NOTE.—Every percentage is to be stated as a percentage by weight.

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**SECOND SCHEDULE****Section 9****INJURIOUS INGREDIENTS IN STOCK-FOODS**

1. All poisonous substances except those naturally present in the material or materials from which the stock-food is prepared.

2. Salts soluble in water, if present in proportions likely to be injurious to the health of stock.

3. Sand, silicious matter, or other insoluble mineral matter—

(a) Not naturally associated with any ingredient (not being an ingredient coming within either of the classes mentioned in clauses 1 and 2 of this Schedule) of the stock-food ; or

(b) Naturally so associated, if present in greater proportion than the maximum that may be expected to be due to such natural association.

For the purposes of this clause,—

“Insoluble” means insoluble in hydrochloric acid of the prescribed strength :

“Natural association”, in relation to any mineral matter, shall be construed as applying with respect to average commercial samples of the ingredient of the stock-food with which it may be claimed that the mineral matter is associated.

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