

New Zealand.

ANALYSIS.

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1915, No. 66.

AN ACT to further amend the War Regulations Act, 1914. Title.
[11th October, 1915.]

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

1. This Act may be cited as the War Regulations Amendment Act, 1915 (No. 2), and shall be read together with and deemed part of the War Regulations Act, 1914 (hereinafter referred to as the principal Act). Short Title.

2. In this Act the term “military supplies” means all goods, wares, or merchandise which the Minister of Defence thinks requisite for the use of His Majesty for any purpose in connection with the present war. Interpretation.

3. The Minister of Defence may by notice in writing, hereinafter termed a requisition, demand on behalf of His Majesty any military supplies from the owner or occupier of any factory or workshop which is adapted, or which may by reasonable expenditure be adapted, for the manufacture or production of the military supplies so demanded. Minister of Defence may requisition military supplies.

4. The delivery of any such requisition shall be deemed to constitute a contract between the Crown and the owner or occupier to whom it has been so delivered; and the owner or occupier shall be bound accordingly to manufacture or produce and sell and deliver to the Minister of Defence on behalf of the Crown the military supplies so demanded, in accordance in all respects as to quantity, quality, time, and place of delivery, and otherwise, with the tenor of the requisition. Requisition to be deemed a contract.

Price to be determined by arbitration.

5. The price payable by the Crown for the supplies so requisitioned shall, in default of agreement between the seller and the Minister of Defence, be determined by the arbitration of a Judge of the Supreme Court, and the Governor may by Order in Council make such regulations as he deems necessary with respect to the procedure on such arbitration.

Penalty for failure to comply with requisition.

6. Every owner or occupier of a factory or workshop who wilfully refuses or fails to perform his obligations under any such requisition of military supplies, and every person who wilfully counsels, procures, aids, abets, or incites any such owner or occupier so to refuse or fail to fulfil his obligations, or who wilfully prevents or obstructs the fulfilment of such obligations, shall be severally liable on summary conviction to a fine not exceeding two hundred pounds.

On failure to comply with requisition Minister may take possession.

7. If the owner or occupier of a factory or workshop refuses or fails to fulfil his obligations under any such requisition the Minister of Defence may take possession of that factory or workshop, and may use the same as the agent of the owner or occupier for the purpose of manufacturing or producing the military supplies to which the requisition relates.

Penalty for obstruction.

8. Any person who wilfully obstructs the Minister of Defence or any servant of the Crown in the exercise of the right hereby conferred of taking possession of and using any factory or workshop shall on summary conviction be liable to the same punishment as if he had committed an offence against the regulations made under the principal Act.

Requisition to be a defence to actions for breach of contract.

9. If and so far as the fulfilment of the obligations imposed by any such requisition prevents the owner or occupier of any factory or workshop from fulfilling any contract made by him before the making of the requisition, the owner or occupier shall be entitled to plead the requisition as a defence to any claim made against him for the breach of that contract.

Requisition not to affect contracts with the Crown.

10. No requisition under this Act shall have the effect of cancelling or altering any contract made between the Crown and the owner or occupier of the factory or workshop prior to the making of the requisition.

Cancellation of requisitions.

11. Any requisition under this Act may be at any time cancelled by the Minister of Defence, either by agreement with the owner or occupier, or on any ground on which it might have been cancelled had it been a contract between the Crown and the owner or occupier.

Section 4 of principal Act amended.

12. Section four of the principal Act is hereby amended by omitting the words "when the accused is an alien, or three months in any other case."

Validation of regulations.

13. All regulations heretofore made by the Governor in Council under the principal Act shall for all purposes whatever be deemed as from the making thereof to have been made with full power and authority and to be and to have been valid and of full effect, and the powers, rights, duties, and liabilities of all persons in respect of all things done or suffered, whether before or after the passing of this Act, shall be determined accordingly.

Duration of Act.

14. This Act shall continue in operation during the present war with Germany and no longer.