

(ii) Where a motor-vehicle or motor-cycle is damaged while under military control, and where such damage is caused by an accident which occurs during and is directly attributable to military operations, the payment of such amount as is reasonably necessary to enable repairs to be effected may be approved by Army Headquarters.

(iii) Free issues of petrol or lubricants shall be made in respect of the use of a hired motor-vehicle or motor-cycle.

(iv) All claims for hire and mileage are to be certified by the Adjutant that the vehicle comes within the authorized establishment.

(v) The provisions of this paragraph refer to short periods of casual hire only. Where extensive hire is necessitated, special arrangements will be put into operation by Army Headquarters.

DAMAGE TO MOTOR-CYCLE BELONGING TO MEMBER OF A MOTOR-CYCLE PLATOON.

134. Compensation for damage to a motor-cycle shall, subject to the following conditions, be paid to the owner thereof where such damage occurs while he is using the motor-cycle for the purposes of military training:—

(a) The owner of the motor-cycle has, prior to the use thereof for military purposes, produced for inspection by the Adjutant of his unit an insurance policy protecting such owner from liability for third-party claims for damages in respect of the use of the motor-cycle.

(b) The Adjutant has consented to the use of the cycle for such military purposes.

(c) The owner of the motor-cycle in respect of which a claim for compensation is made was at the time when the damage occurred actually covered by an insurance policy protecting him from liability for third-party claims for damages in respect of the use of the motor-cycle.

(d) The owner of the motor-cycle damaged while in use for military-training purposes has within forty-eight hours after the damage occurring, or within such further time as may be allowed by the Adjutant of the owner's unit, given to the Adjutant full particulars in writing of the circumstances in which the damage occurred.

(e) The owner of the motor-cycle has delivered to the Adjutant of his unit a certificate in writing stating that—

(i) The damage to the motor-cycle was caused while the owner thereof was in the actual performance of military duty, or while proceeding under orders to or from the place of assembly for such duty; and

(ii) The damage to the motor-cycle was not occasioned or contributed to by any fault or want of due care on the part of the owner thereof; and

(iii) The damage to the motor-cycle was the result of the use thereof on military duty.

(f) Compensation shall be granted to the owner of the motor-cycle only in respect of damage thereto not occasioned or contributed to by any fault or want of due care on the part of the owner thereof.

(g) In assessing the amount of compensation payable to the owner of the motor-cycle a deduction shall be made of any sum of money recovered or recoverable by the owner thereof from any source whatsoever in respect of the damage to such motor-cycle.

135. Where the Department agrees to pay compensation for damage done to a motor-cycle it does not enter into or become in any way party to a contract to repair the motor-cycle.

The owner should therefore make arrangements for the work to be done and he may then submit to the Department either (a) the receipted bill of costs of repairs, together with a request for a refund to himself, or (b) the unpaid account together with a written order directing the Department to make payment to the repairer.

PART IX.—COMPENSATION FOR INJURIES. INJURIES TO EMPLOYEE.

136. In the event of an accident to an employee engaged by a rifle club for duty as a marker, &c., liability (if any) to pay compensation will fall upon the rifle club.

137. (a) Courts and Boards of inquiry investigating the circumstances under which disabilities are sustained will report the degree of disability and its probable duration, the average rate of pay previously earned, and will recommend whether the provisions of the Workers' Compensation Act should be applied.

(b) Where the disablement is of a prolonged or permanent nature or involves permanent partial disablement, the person suffering the disability should submit an application for consideration under the War Pensions Extension Act, 1940. Payment of compensation will cease on a pension being granted.

INJURY TO OR LOSS OF HORSE.

138. Compensation not exceeding £25 may be granted under the following conditions for the death or loss of, and not exceeding £10 (including veterinary expenses) for injury to, a privately-owned horse used by a member of the Regular Force or Territorial Force for military training purposes under the authority of his commanding officer:—

(a) That the cause of death, loss, or injury occurred in the actual performance of duty in the field or while on the march to or from the place of assembly for duty with a detachment in military formation under the command of an officer, warrant, or non-commissioned officer.

(b) That the death, loss, or injury was not occasioned by any fault or want of due care by the member.

(c) That death, loss, or injury was wholly occasioned on duty.

(d) That full particulars as to death, loss, or injury are forwarded in writing to the O.C. District within forty-eight (48) hours after its occurrence.

139. Compensation shall not be allowed in the following cases:—

(a) Death, loss, or injury when the animal is being taken to the place of assembly for duty or returning home after the dismissal of the unit from duty, except when with a detachment in military formation and under the command of an officer, warrant, or non-commissioned officer as provided in para. 138 (a).

(b) Sprains or lameness.

(c) Loss resulting from internal causes such as inflammation of the bowels, rupture, hæmorrhage, cold, fever, &c., unless clearly attributable to military duty.

140. Where it can clearly be shown that the death, loss, or injury is actually occasioned by the horse being necessarily subjected to severe or extraordinary exertion while on military service the Minister may, upon the recommendation of the Army Secretary, take into consideration such cases.

141. All applications for compensation shall be submitted through Headquarters, and must be accompanied by—

(a) The proceedings of the Board which reported on the case or, if no board was assembled (reasons why the Board was not assembled must be shown), by a detailed statement of the circumstances of the case.

(b) In the case of an officer claiming, a certificate by the officer, and in the case of other ranks a statutory declaration, showing the period during which the horse was unfit, and that it was fit for service immediately prior to the accident.

(c) Where obtainable, a report from the veterinary surgeon who examined or attended to the horse.

(d) In the case of death or loss, the age and estimated value of the horse at that time and in the case of injury, the age of the horse and its estimated value both immediately prior to and following such injury, supported by a certificate from a veterinary surgeon (where obtainable) and also by the O.C. District.

(e) All correspondence on the subject bearing the remarks and recommendations of the O.C. District concerned.

142. In order to facilitate the settlement of claims the O.C. District shall arrange that where the services of a civilian veterinary surgeon are required the practitioner is informed that in the event of any dispute arising as to the fees charged by him the matter will be referred to Army Headquarters, and the decision of Army Headquarters must be accepted as final.

PART X.—MISCELLANEOUS.

SALE OF REFUSE, FEES, ALLOWANCES, MILITARY FUNERALS.

PROCEEDS OF SALE OF REFUSE, ETC.

143. (a) An officer commanding a camp may call for tenders, and may accept a tender or tenders, for the purchase of fat, swill, and camp refuse, or for the right to conduct barbers' shops, &c., or canteens for the sale of non-alcoholic liquor, &c.

(b) All moneys received as the result of such dealings shall (except as provided in subpara. (c) hereunder) be divided proportionately between regiments or units, &c., or portions thereof in camp and shall be forwarded to the respective Commanding Officers, who shall pay the amount so forwarded into regimental funds, give receipts therefor, and publish an acknowledgment in Regimental Orders.

(c) When it is impracticable to make an allocation to individual units—e.g., at rifle meetings, courses of instruction, &c.—the moneys received as the result of such dealings shall be accounted for as directed by the G.O.C., and held for the benefit of the troops at subsequent rifle meetings, course of instruction, &c.

(d) At the conclusion of a camp all accounts owing in connection therewith shall be paid immediately and, where contractors have agreed to accept the return of goods supplied, the balance of stock on hand shall be returned immediately or, in the absence of such agreement, disposed of as ordered.

FEES FOR PREPARATION OF DOCUMENTS.

144. Any person to whom a right to occupy or use land or other property administered or controlled by the Department is granted, transferred, or renewed by lease, tenancy agreement, license, or like instrument, or transfer or extension thereof, from the Army Department or from the Minister of Defence in the name either of the Minister or of the Crown, may be required by the Army Secretary to pay in respect of the preparation of the document necessary to effect such grant, transfer, or renewal, the administrative fee hereinafter provided. The Department shall pay the fee into the Public Account:—

	£	s.	d.
Preparation of lease, agreement to lease, or license	1	0	0
Preparation of extension of lease or license	0	10	0
Preparation of transfer or assignment of lease or license	0	10	0
Preparation of any other documents of a like nature	0	10	0

ALLOWANCES TO WITNESSES AT COURTS-MARTIAL OR COURTS OF INQUIRY.

145. The scale of allowances payable to witnesses in pursuance of section 71 of the Defence Act, 1909, shall be the same as the scale of allowances to witnesses prescribed from time to time under section 89 of the Magistrates' Courts Act, 1928.

146. Travelling-expenses: The cost of conveyance by railway, coach, or other public conveyance, or, if no such conveyance, 9d. per mile one way. Witnesses of the artisan and labourer classes to be allowed second-class fare, the others first-class. Witnesses shall