

## Wages Protection and Contractors' Liens Amendment Bill

### BUILDERS NOW PROTECTED

The amendment just carried to the above Act now protects builders from a possible detention of 25% of the contract price for all building contracts from 121 days to 31 days. In an explanatory memorandum of the Bill Mr. W. Jolliffe, Law Draughtsman says:—

"The general conditions of contract adopted throughout New Zealand by the Institute of Architects and the New Zealand Federated Builders and Contractors' Association provide for the employer retaining in hand 25 per cent. of the contract moneys "for such period as shall be in conformity with the Wages Protection and Contractors' Liens Act, 1908," and a further sum of 5 per cent. (with a maximum of £300) is also retained for what is known as the maintenance period (usually three months) during which the employer may call upon the contractor to make good any defects that may develop during that period.

It has been contended that the contract is not completed until the expiration of the maintenance period, and that the time for claiming liens does not therefore end until after the lapse of thirty days from the expiration of that period. Employers under this contention are in some centres retaining in hand one-fourth of the contract-moneys as well as 5 per cent. for maintenance for as long as 121 days after the contracts have been completed and the owner is in possession. The object of this amendment is to provide that the period of thirty-one days during which the employer shall retain 25 per cent. of the contract price (as provided for in the principal Act) shall commence from the time of completion of the main contract, and not from the date of expiry of the period of maintenance."

We quote the amendment in full together with "new" clause (3):—

#### A BILL INTITULED

An Act to amend the Wages Protection and Contractors' Liens Act, 1908.

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 Wages Protection and Contractors' Liens Amendment Act, 1914, and shall form part of and be read together with the Wages Protection and Contractors' Liens Act, 1908 (hereinafter referred to as the principal Act).

2. Section fifty-nine of the principal Act is hereby amended—

(a) By omitting from subsection one thereof the words "as defined by section forty-eight hereof;" and

(b) By adding thereto the following subsection:

"(3) For the purposes of this section 'the work' means the work specified and described in the contract or subcontract or in any specification, plan, or drawing forming part thereof, and the work is completed when the same, with such variations, omis-

sions, or deductions, as have been duly authorised or agreed upon, has been performed in accordance with the contract or subcontract, and notwithstanding that the Contractor or subcontractor may then or subsequently be employed in executing additional or extra work which is connected with or related to the work as hereby defined but is not specified in the contract or subcontract, or that he may be liable to rectify defects in the work discovered since the performance thereof and during any period of maintenance provided by the contract or subcontract."

#### NEW CLAUSE

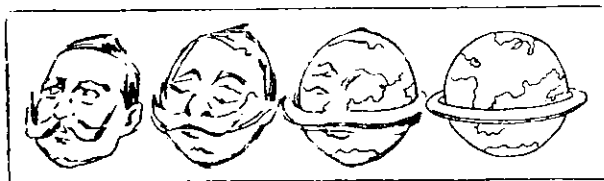
3. Section 51 of the principal Act is hereby amended by adding the following as subsection two thereof:—

(2) "Every assignment, disposition or charge (legal or equitable) made or given by the contractor who contracted with the sub-contractor, or by any superior contractor to any person whomsoever (other than his workers for wages due to them) of or upon the moneys due or to become due to such contractor or superior contractor under or in respect of the contract, work, or undertaking shall have no force or effect at law or in equity as against the lien and charge of a subcontractor under this Act."

4. The definition of "work" in section 48 of the principal Act is hereby amended.

(a) By striking out the words "work means" in the first paragraph thereof, and substituting the words "work includes;" and

(b) By inserting the word "also" between the words "and" and "includes" in the last paragraph thereof.



How Germany thinks the World was made! Tokyo "Puck."

## The "Most Handsomest" Building in Wellington

Under the title of 'Advance Wellington,' in an article appearing in "New Zealand Shipping and Commerce" for November 5th, appears the following delicious sentence:—"One of the most handsomest in appearance and well-arranged in internal design of office buildings that has been our pleasure to inspect has just been completed in Wellington for Messrs. J. H. Bethune and Co."

We feel quite sure that the architects who were responsible for the designing of this building will feel flattered at the approval bestowed upon their professional capacity by the author of the above-quoted sentence!