



THE
NEW ZEALAND GAZETTE
EXTRAORDINARY.

Published by Authority.

WELLINGTON, MONDAY, FEBRUARY 4, 1918.

Amending Regulations as to Financial Assistance for Soldiers of the New Zealand Expeditionary Force.

LIVERPOOL, Governor-General

ORDER IN COUNCIL.

At the Government House at Wellington, this thirtieth day of January, 1918.

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL IN COUNCIL.

I, ARTHUR WILLIAM DE BRITO SAVILE, Earl of Liverpool, the Governor-General of the Dominion of New Zealand, acting by and with the advice and consent of the Executive Council of that Dominion, and in pursuance of the authority conferred upon me by the Military Service Act, 1916, and of all other powers and authorities enabling me in that behalf, do hereby amend, in the manner set forth in the Schedule hereto, the regulations of the sixteenth day of January, one thousand nine hundred and seventeen, relating to financial assistance for soldiers of the New Zealand Expeditionary Forces.

SCHEDULE.

CLAUSES 17 and 18 of the said regulations, together with the amending regulation made by Order in Council on the 6th day of August, 1917, are hereby revoked, and the following clauses are substituted therefor:—

“ 17A. The assistance to be afforded to any member of the Expeditionary Force under these regulations shall be for the purpose of enabling him to meet the following obligations, and shall be granted as from such date as the Minister approves in that behalf, not being more than three months earlier than the date of the application to the Minister for financial assistance, and not being earlier than the date at which the recruit first becomes entitled to receive continuous pay as a member of the Expeditionary Force:—

- “ (a.) Rent ;
- “ (b.) Interest payable in respect of loans or mortgages or in respect of agreements for the purchase of a dwellinghouse or business premises ;
- “ (c.) Interest and instalments payable in respect of agreements for the purchase of furniture or other chattels ;
- “ (d.) Rates and taxes ;
- “ (e.) Insurance premiums ;
- “ (f.) Other necessary or reasonable expenses, not being ordinary maintenance expenses or expenses incurred in the purchase of property.

“ 18A. Such assistance may be granted either by way of periodical payments or by way of lump sums, but so that in no case shall the aggregate amount of the assistance so granted to any recruit exceed the sum of £156 in any year.”

J. F. ANDREWS,
Clerk of the Executive Council.

Appointment of Coal Trade Committee.

LIVERPOOL, Governor-General.

IN pursuance of the authority conferred by the regulations made on the fifth day of February, one thousand nine hundred and seventeen, under the War Regulations Amendment Act, 1916 (and known as the Coal Trade Regulations), as amended by further regulations made under the like authority on the twenty-eighth day of August, one thousand nine hundred and seventeen, His Excellency the Governor-General of the Dominion of New Zealand doth hereby appoint

ALEXANDER HAMILTON, Esquire,

to be a member of the Wellington Coal Trade Committee, as constituted by Warrant dated the second day of October, one thousand nine hundred and seventeen, in the place of William Alfred Flavell, Esquire, resigned.

As witness the hand of His Excellency the Governor-General of New Zealand, this thirtieth day of January, one thousand nine hundred and eighteen.

ARTHUR M. MYERS,
Minister in Charge of Munitions and Supplies.

Purchase of Butter by the Government.

WHEREAS for purposes connected with the present war it is necessary that His Majesty's Government of the United Kingdom should acquire the whole of the butter to be manufactured in New Zealand during the present season, saving only such supplies as may be required for local consumption: And whereas arrangements have been made whereby the Government of New Zealand will acquire on behalf of His Majesty's said Government the supplies of butter so required:

Now, therefore, it is hereby publicly notified as follows for the information of butter-manufacturers and of all other persons concerned:—

1. The New Zealand Government (hereinafter referred to as "the Government") is prepared to purchase for and on behalf of His Majesty's Government of the United Kingdom the whole of the exportable surplus of butter manufactured in New Zealand during the season commencing on the 1st day of September, 1917, and ending on the 31st day of July, 1918, at the prices and on the terms and conditions hereinafter set forth.

2. The following prices will be paid for butter delivered free on board steamer at a customary grading-port for carriage to the United Kingdom:—

Creamery Butter: First grade, 157s. per hundredweight. In the case of second-grade butter a deduction of 6d. per hundredweight shall be made for each half-grade point by which the butter falls below first grade.

Whey Butter and Dairy Butter: First grade, 133s. 8d. per hundredweight; second grade, 129s. per hundredweight.

Milled Butter: First grade, 124s. 4d. per hundredweight; second grade, 119s. 8d. per hundredweight.

3. The butter shall before shipment be examined and graded in a Government grading-store in accordance with the usual course of trade, and may be rejected as not being of good merchantable quality and condition, or as not being in conformity with the terms and conditions of the contract in other respects.

4. The butter shall be shipped in good and merchantable condition at a customary grading port on board ocean steamer for direct carriage to the United Kingdom, and shall be consigned to His Majesty's Government in the name of the Butter and Cheese Imports Committee, London, or in such other manner as the Controller of the Department of Imperial Government Supplies at Wellington may from time to time direct: Provided that in any case the Government may permit butter to be shipped at a customary grading port for carriage to and transshipment at another customary grading port on through bills of lading.

5. The bills of lading and grade-notes for all butter so shipped shall be delivered by the shipper to the said Controller.

6. In respect of all loss or damage from fire or other cause whatsoever the butter shall be at the risk of the seller until it is shipped in manner aforesaid.

7. The butter so shipped and consigned to His Majesty's Government shall become the property of and be at the risk of His Majesty on shipment as aforesaid, and shall be paid for as soon as the bills of lading and grade-notes have been delivered to the said Controller; and a contract of sale and purchase on the terms and conditions herein set forth shall be deemed to be constituted by such shipment and consignment.

8. The butter when manufactured shall not contain less than $1\frac{1}{2}$ per cent. or more than 2 per cent. of salt.

9. All butter supplied shall be free from adulteration of whatever nature, and the proportion of moisture shall not exceed 16 per cent.

10. In the case of creamery, whey, and milled butter, each box shall contain $56\frac{1}{2}$ lb. weight of butter, including the weight of the enveloping parchment, and the net weight of the butter shall be charged and paid for as 56 lb. only. In the case of dairy butter, the weight of butter contained in each box, including the weight of the enveloping parchment, shall be $\frac{1}{2}$ lb. in excess of the weight marked on the box, but the butter shall be charged and paid for on the marked weight.

11. All butter shall be packed in new export boxes made of thoroughly seasoned timber, lined with genuine vegetable parchment of double thickness, properly packed and secured.

12. The boxes are to be branded in such manner as may be indicated by the Director of the Dairy-produce Division of the Department of Agriculture.

13. If any profit results from the sale of the butter by His Majesty's Government of the United Kingdom, a sum representing 50 per cent. of the net profit as determined by that Government will be made available to the New Zealand Government for distribution to the sellers *pro rata* in accordance with the quantities of butter purchased and shipped.

14. No creamery butter or whey butter will be purchased by the Government except from the manufacturer thereof.

15. (a.) If by reason of shipping-space being insufficient or for any other reason it is impossible for the manufacturer of any butter to effect shipment thereof in accordance with the foregoing provisions within twenty-eight days after the receipt thereof in a Government grading-store, the Government will, on demand, make to the manufacturer an advance equal to 90 per cent. of the value of that butter on the terms and conditions following.

(b.) Such advance shall be repayable on demand, and shall bear no interest.

(c.) Such advance shall be secured by the delivery to the Government of the store-warrants for the butter in respect of which it is made.

(d.) No such advance shall be made except on the certificate of the Government Grader that the butter is fit for purchase by the Government in accordance with the foregoing provisions.

(e.) No such advance shall be made until and unless the Controller of the Department of Imperial Government Supplies is satisfied that the butter is covered by insurance against fire to the full extent of the advance in the name of the Crown.

(f.) Every manufacturer who accepts any such advance shall at all times prior to shipment of the butter in manner aforesaid keep the same duly insured against fire to the full extent of the advance in the name of the Crown and to the satisfaction of the said Controller.

(g.) The acceptance of any such advance shall be deemed to constitute a contract between the Government and the manufacturer for the purchase and sale of the butter in accordance with the foregoing provisions and for its shipment in manner aforesaid as soon as possible, but the butter shall remain the property of the manufacturer and at his risk in all respects until shipment of the butter by him in accordance with the contract.

(h.) The foregoing provisions as to advances shall extend and apply to butter which is already in a Government grading-store at the date of these presents, and the period of twenty-eight days shall run from the day on which such butter was received into the store in respect of each shipment.

16. If the average period for which the whole of the butter supplied by any seller to the Government under the foregoing provisions has remained in a Government grading-store (whether before or after the date of these presents) prior to shipment as aforesaid exceeds three calendar months, the Government will pay to the seller, in addition to the price of the butter as aforesaid, the storage charges incurred by that seller in respect of that excess, but only at a rate not exceeding the rate current in respect of that grading store on the first day of January, 1918, save that in the case of new or altered stores the maximum rate shall be such as the Government thinks reasonable, having regard to the rates current in the case of other stores on the said first day of January, 1918. Save as provided by this clause, all storage charges shall be paid and borne by the seller.

17. In all of the matters aforesaid the Controller of the Department of Imperial Government Supplies will act on behalf of the Government.

18. If such supplies of butter as the Government deems adequate for the necessities of His Majesty's Government are at any time not obtained by way of contract of purchase and sale in accordance with the foregoing provisions, the necessary supplies will thereupon be obtained by seizure or requisition in the exercise of His Majesty's prerogative, or in pursuance of the powers conferred by the Regulation of Trade and Commerce Act, 1914, or the War Regulations Amendment Act, 1915 (No. 2), as the case may require.

Dated this 2nd day of February, 1918.

W. F. MASSEY,
Minister in Charge,
Department of Imperial Government Supplies.

Purchase of Cheese by the Government.

WHEREAS for the maintenance of His Majesty's Forces and for other purposes of the present war it is necessary that His Majesty's Government of the United Kingdom should acquire the whole of the existing stocks of cheese now in New Zealand, and also all further supplies of cheese to be manufactured in New Zealand during the present season, saving only such supplies as may be required for local consumption: And whereas arrangements have been made whereby the Government of New Zealand will acquire on behalf of His Majesty's said Government the supplies of cheese so required:

Now, therefore, it is hereby publicly notified as follows for the information of cheese-manufacturers and of all others concerned:—

1. The New Zealand Government (hereinafter referred to as "the Government") is prepared to purchase from the manufacturers, for and on behalf of His Majesty's Government of the United Kingdom, the whole of the stocks of factory or dairy cheese available for shipment now existing in New Zealand or hereafter manufactured in New Zealand before the 1st day of July, 1918, at the prices and on the terms and conditions hereinafter set forth.

2. The price to be paid by the Government is in the case of first-grade full-cream factory cheese 10d. per pound, and in the case of second-grade factory cheese 9 $\frac{3}{4}$ d. per pound, delivered free on board ocean steamer at a customary grading-port for direct carriage to the United Kingdom. The prices to be paid for dairy cheese are 8 $\frac{1}{2}$ d. per pound for first grade and 8d. per pound for second grade, delivered free on board ocean steamer as aforesaid.

3. The cheese shall before shipment be examined and graded in a Government grading-store in accordance with the usual course of trade, and may be rejected as not being of good merchantable quality and condition, or as not in conformity with the terms and conditions of the contract in other respects.

4. The cheese shall be shipped in good and merchantable condition at a customary grading port on board ocean steamer for direct carriage to the United Kingdom, and shall be consigned to His Majesty's Government in the name of the Butter and Cheese Imports Committee, London, or in such other manner as the Controller of the Department of Imperial Government Supplies at Wellington may from time to time direct: Provided that in any case the Government may permit cheese to be shipped at a customary grading port for carriage to and transhipment at another customary grading port on through bills of lading.

5. The bills of lading, specifications, and grade-notes for all cheese so shipped shall be delivered by the shipper to the said Controller.

6. In respect of all loss or damage from fire or other cause whatsoever the cheese shall be at the risk of the seller until it has been shipped in manner aforesaid.

7. All cheese so shipped and consigned to His Majesty's Government shall become the property of and be at the risk of His Majesty upon shipment as aforesaid, and shall be paid for as soon as the bills of lading, specifications, and grade-notes have been delivered to the said Controller; and a contract of sale and purchase on the terms and conditions herein set forth shall be deemed to be constituted by such shipment and consignment.

8. All cheese is to be properly packed by the seller with scale boards in new export crates of thoroughly seasoned, dressed, white-pine timber, properly secured; each crate to contain two cheeses of the usual export size, with dividing-boards not less than three-quarters of an inch thick between the cheeses, the crate-ends to be bound with wire or hoop iron, and the battens to be double-nailed to the dividing-boards.

9. The crates are to be branded in such manner as may be directed by the Director of the Dairy-produce Division of the Department of Agriculture.

10. Cheese is to be white or coloured as the said Director may from time to time direct, but in default of any such directions the cheese may be white or coloured as the manufacturer thinks fit.

11. Cheese is to be free from any adulteration whatever, and shall be manufactured not less than fourteen days before packing.

12. The crates shall be marked with the actual cheese-weights, which shall be checked by the Government Grader, and payment shall be made on the Grader's weights less $2\frac{1}{2}$ per cent. for shrinkage.

13. No cheese will be purchased by the Government except from the manufacturer thereof.

14. (a.) If by reason of shipping-space being insufficient or for any other reason it is impossible for the manufacturer of any cheese to effect shipment thereof in accordance with the foregoing provisions within twenty-eight days after the receipt thereof in a Government grading-store, the Government will, on demand, make to the manufacturer an advance equal to 90 per cent. of the value of that cheese on the terms and conditions following.

(b.) Such advance shall be repayable on demand, and shall bear no interest.

(c.) Such advance shall be secured by the delivery to the Government of the store-warrants for the cheese in respect of which it is made.

(d.) No such advance shall be made except on the certificate of the Government Grader that the cheese is fit for purchase by the Government in accordance with the foregoing provisions.

(e.) No such advance shall be made until and unless the Controller of the Department of Imperial Government Supplies is satisfied that the cheese is covered by insurance against fire to the full extent of the advance in the name of the Crown.

(f.) Every manufacturer who accepts any such advance shall at all times prior to shipment of the cheese in manner aforesaid keep the same duly insured against fire to the full extent of the advance in the name of the Crown and to the satisfaction of the said Controller.

(g.) The acceptance of any such advance shall be deemed to constitute a contract between the Government and the manufacturer for the purchase and sale of the cheese in accordance with the foregoing provisions and for its shipment in manner aforesaid as soon as possible, but the cheese shall remain the property of the manufacturer and at his risk in all respects until shipment of the cheese by him in accordance with the contract.

(h.) The foregoing provisions as to advances shall extend and apply to cheese which is already in a Government grading-store at the date of these presents, and the period of twenty-eight days shall run from the day on which such cheese was received into the store.

15. If the average period for which the whole of the cheese supplied by any manufacturer to the Government under the foregoing provisions has remained in a Government grading-store (whether before or after the date of these presents) prior to shipment as aforesaid exceeds three calendar months, the Government will pay to the manufacturer, in addition to the price of the cheese as aforesaid, the storage charges incurred by that manufacturer in respect of that excess, but only at a rate not exceeding the rate current in respect of that grading store on the first day of January, 1918, save that in the case of new or altered stores the maximum rate shall be such as the Government thinks reasonable, having regard to the rates current in the case of other stores on the said first day of January, 1918. Save as provided by this clause, all storage charges shall be paid and borne by the seller.

16. In all of the matters aforesaid the Controller of the Department of Imperial Government Supplies will act on behalf of the Government.

17. If such supplies of cheese as the Government deems adequate for the necessities of His Majesty's Government are at any time not obtained by way of contract of purchase and sale in accordance with the foregoing provisions, the necessary supplies will thereupon be obtained by seizure or requisition in the exercise of His Majesty's prerogative, or in pursuance of the powers conferred by the Regulation of Trade and Commerce Act, 1914, or the War Regulations Amendment Act, 1915 (No. 2), as the case may require.

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