

## New Zealand.



### ANALYSIS.

Title.

1. Short Title.

2. Section 48 of principal Act amended.

3. Section 51 of principal Act amended.

4. Section 59 of principal Act amended.

1914, No. 52.

AN ACT to amend the Wages Protection and Contractors' Liens Act, 1908. Title.  
[5th November, 1914.]

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). Short Title.

2. The definition of "work" in section forty-eight of the principal Act is hereby amended— Section 48 of principal Act 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.

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

" (2.) Every assignment, disposition, or charge (legal or equitable) made or given by the contractor who contracted with the subcontractor, 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. Section fifty-nine of the principal Act is hereby amended— Section 59 of principal Act 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, omissions, or deductions as have been duly authorized 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.”