

*Privy Council Appeal No. 143 of 1915.*

**The Mangaone Oilfields (Limited)** - - - *Appellants,*

*v.*

**The Herman and Weger Manufacturing and  
Contracting Company (Limited)** - - - *Respondents.*

FROM

THE COURT OF APPEAL OF NEW ZEALAND.

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JUDGMENT OF THE LORDS OF THE JUDICIAL COMMITTEE  
OF THE PRIVY COUNCIL, DELIVERED THE 9TH MAY, 1916.

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*Present at the Hearing :*

EARL LOREBURN.

LORD SHAW.

SIR ARTHUR CHANNELL.

[*Delivered by* EARL LOREBURN.]

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In this case the controversy has been very clearly stated in the judgments given in the Court of Appeal of New Zealand, and it is not necessary to recapitulate it.

The controversy arises on the 5th clause of the contract of the 30th April, 1912. The tenour of that clause, of course, can only be accurately ascertained by reading the document itself; but the substance of it, so far as it is necessary to refer to it, amounts to this: that the contractor is required to furnish only one set of casing; that when he has used it for the first well he may remove it and use it for the second; that when he has finished both wells, all the casing which has been used on either well is to belong to the employer, but if the employer has directed any casing to be left in the first well, he must pay for it, or find some to take its place.

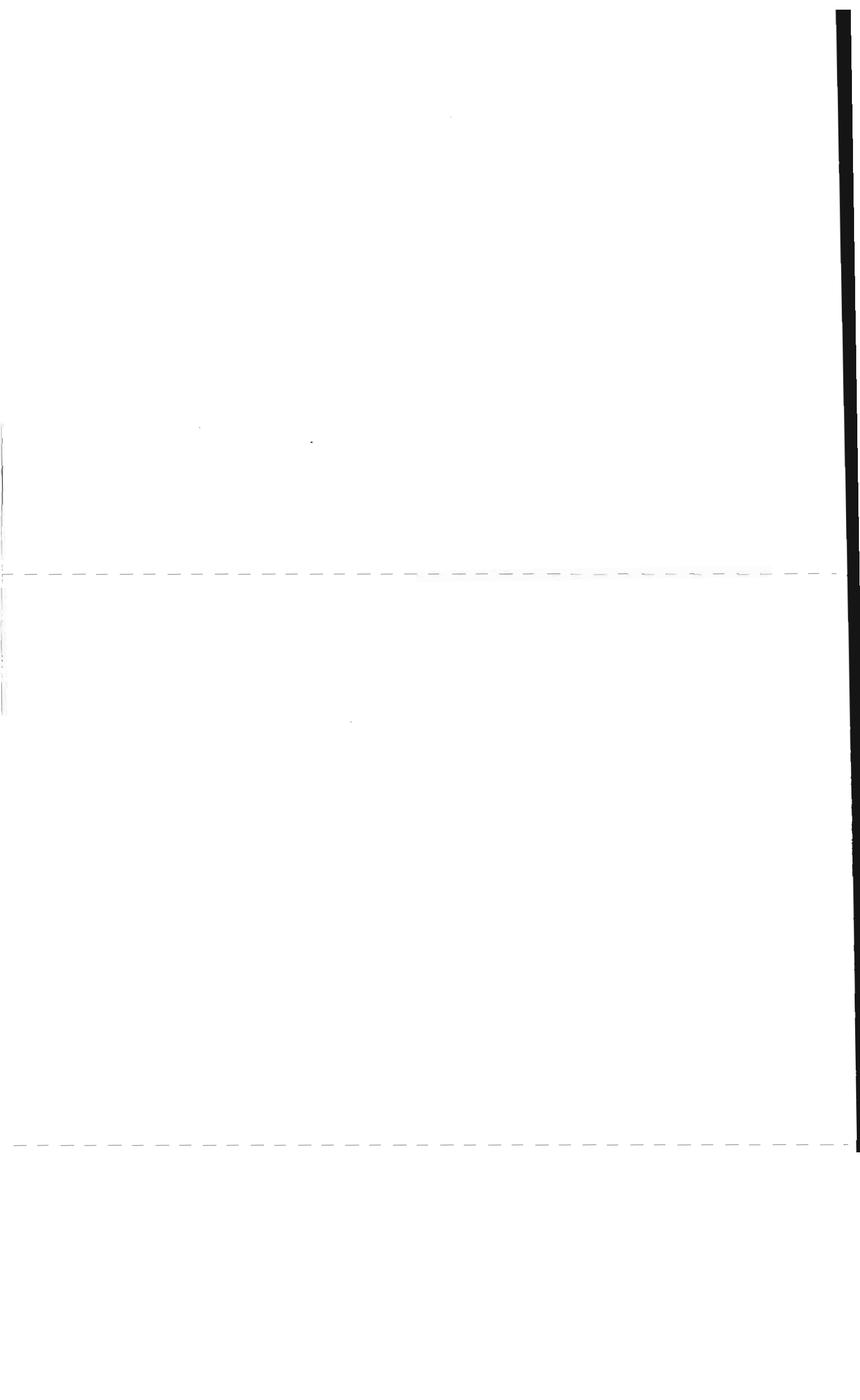
In the present case a direction was given, after the first well had been completed, to leave the inner casing, which admittedly involved leaving also the outer casing. "But," says the contractor, "the employer then must pay both for the outer and for the inner casing, although only the one casing has been particularly specified in the direction."

Their Lordships are of opinion that the decision of the Court of Appeal of New Zealand was perfectly sound, upon

the ground that a direction by the employer under the 5th clause of this contract to leave any casing is, on the proper construction, a direction to leave whatever casing was necessarily inseparable from the particular part that the employer required.

For these reasons their Lordships will humbly advise His Majesty that this appeal ought to be dismissed with costs.

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In the Privy Council.

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THE MANGAONE OILFIELDS (LTD.)

v.

THE HERMAN AND WEGGER MANU-  
FACTURING AND CONTRACTING  
COMPANY (LTD.)

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