

WHEAT MARKETING.

10° GEO. V., No. XX.

No. 32 of 1919.

AN ACT to extend the operation of the Wheat Marketing Acts.

[Assented to 12th December, 1919.]

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

Short title. 1. This Act may be cited as the *Wheat Marketing Act, 1919.*

Extension of Acts to Wheat harvested in 1919-20. 2. The Wheat Marketing Act, 1916, as amended by the Wheat Marketing Act, 1918, and the Wheat Marketing Act, 1918 (No. 2), shall extend and apply to the wheat harvested during the season 1919/1920:

Provided that this Act shall not have the effect of extending the operation of any agency agreement confirmed by or made under the authority of the said Acts.

Authority for agency agreement. Schedule. 3. The Minister is hereby authorised to enter into a wheat acquiring agency agreement with The Westralian Farmers, Limited, in the terms of the draft agreement set out in the Schedule to this Act.

Charge for cornsacks supplied in 1918-19 extended. 4. Advances made under section eight of the Wheat Marketing Act, 1918 (No. 2), to any wheat grower during the season 1918/1919, to enable such wheat grower to purchase cornsacks, shall, so far as such advances have not been repaid, be a charge on the wheat harvested by such grower during the season 1919/1920, and the provisions of the said section shall apply.

THE SCHEDULE.

Section 3.

WHEAT ACQUIRING AGENCY AGREEMENT, 1919/20.

AN AGREEMENT made the _____ day of _____, One thousand nine hundred and nineteen, between the Honourable Charles Farquharson Baxter, M.L.C., acting for and on behalf of His Majesty's Government of the State of Western Australia (hereinafter referred to as "the Minister"), of the one part, and The Westralian Farmers, Ltd., Perth (hereinafter referred to as "the Agent"), of the other part, as follows:—

1. This agreement is entered into subject to the approval of the Parliament of Western Australia.

2. *Agency.*—The Agent will act as sole acquiring agent for and on behalf of the Government of Western Australia under the Government Scheme for marketing the 1919/20 Wheat Harvest as from the first day of December, One thousand nine hundred and nineteen.

3. *No Private Dealing.*—The Agent undertakes and agrees that it will not during the continuance of this agency buy, sell, trade in, hold, store, or otherwise deal with any wheat (excepting seed wheat, poultry and pig wheat, provided the handlings of such wheat are in accordance with the Wheat Marketing Acts), on its own account or on account or on behalf of any other person except the Government, without the authority of the Minister first obtained.

4. *Duties.*—The duties of the Agent shall include—

- (a) Receiving wheat from farmers either from railway trucks, wagons, or other vehicles.
- (b) Weighing, marking weights on bags, sampling, classifying as hereinafter provided, assessing the dockage (if any) in the manner approved or directed by the Minister, and tallying.
- (c) Stacking, protecting, caretaking, and unstacking at country sidings other than Wheat Depôts, in a manner approved by the Minister from time to time. Stacking sites and dunnage to be provided by the Minister or with his approval at his expense.
- (d) Loading on to railway trucks to full capacity of each truck, provided the wheat is of sufficient weight to enable the necessary number of bags required for the full tonnage, as prescribed by the Railway Department to be loaded, and railing to Wheat Depôts, Mills, Ports, or as otherwise instructed by the Minister.
- (e) Cleaning up stacking sites in a proper workmanlike manner immediately after the removal of stack, and neatly stacking all dunnage in a convenient place in railway yard or as desired by Minister.
- (f) Issuing to the farmer receipts and certificates in the forms set out in the Schedule attached hereto.

5. *Wheat Certificates.*—

- (a.) In respect of all wheat received by the Agent and its employees an interim receipt in form of the Schedule "A" shall be delivered to the farmer from whom the wheat is received, and in exchange for such interim receipts a Certificate for Advance, in the form of the Schedule "B," and a Certificate for Surplus, in the form of the Schedule "C," shall be issued by the Agent to the farmer, and a duplicate of every such certificate shall be forwarded to the Minister forthwith; provided, however, that where wheat is received from farmers for grist, a special form of receipt, in the form of the Schedule "D," shall be issued by the Agent to the farmer in lieu of the interim receipt and certificates referred to.
- (b) Where the wheat is subject to a charge for advances under the Industries Assistance Act, 1915, the certificates shall not be issued except to the Industries Assistance Board; provided, however, that a list of the debtors to the Industries Assistance Board is supplied to the Agent.
- (c.) Where the wheat is subject to a mortgage or lien, charge, or other encumbrance, as referred to in Section 12 of the Wheat Marketing Act, 1916, of which the Minister shall have received due notice, and the Agent been duly notified in writing, the certificates will be issued in the manner instructed by the Minister.

6. *Inspections.*—The Agent undertakes and agrees—

- (a) To keep complete and correct account of all transactions, including those relating to seed wheat, and to advise the Minister thereof at such intervals of time and in such manner as he may direct.
- (b) To allow such officer as the Minister may appoint to confidentially examine, at all reasonable times, the books and accounts issued in connection with the Agency business and other wheat business of the Agent, and containing any entries or matters to which this agreement relates.
- (c) That in all cases where the books and accounts of the Agent are not kept sufficiently up to date to enable the officers of the Minister to make an efficient examination, the Minister may, on the recommendation of the Advisory Committee appointed under the Wheat Marketing Acts, write up such books and accounts at the expense of the Agent.
- (d) That all instructions by duly accredited wheat inspectors of the Minister to sub-agents engaged by the Agent pursuant to Clause 7, or their representatives, shall be immediately obeyed, as far as those instructions relate to the duties to be carried out under the provisions of Clause 4 of this agreement.
- (e) That as soon as the wheat is received at the siding it shall be loaded direct to truck if practicable, but where this is impracticable the wheat shall be stacked.

7. *Sub-agents.*—

- (a) The Agent will engage and provide employees, servants, and workmen fully skilled and competent for the work entrusted to them, to carry out its duties and take full responsibility for all acts and omissions committed or made by its employees, servants, and workmen, and shall indemnify the Minister and the said Government from and against any loss and damage that may occur in or about or be incidental to the dealings with the said wheat, due to any cause whatever: Provided that the Agent shall not be responsible for loss or damage caused by fire, flooding from below, storm or tempest, weevils, plagues of mice, strikes, riots or civil commotions, if any such loss or damage is notified to the Minister as soon as it is discovered. The amount of such loss or damage shall be fixed by the Minister subject to the right of the Agent to submit the matter to arbitration, pursuant to Clause 22 of this Agreement. The Agent is not to be responsible for any rebagging or re-conditioning unless caused by negligence.
- (b) All agreements made by the Agent with sub-agents or made by the sub-agents for the performance of any of the work required under this Agreement shall be subject to the approval of the Minister.

8. *Guaranteed Out-turn.*—

1.) The Agent, subject as herein expressly provided, guarantees—

- (a) That all wheat received by the Agent under this agency shall be of the quality, condition, and weight stated in the certificates relating to the same and issued by the Agent.
- (b) That all wheat to which such certificates relate of the quality, condition, and weight therein stated shall be duly delivered in accordance with the Minister's directions.
- (c) That if the aggregate deductions from f.a.q. value claimed by the Minister are in excess of the aggregate deduction provided for in such certificates, such excess shall be made good by the Agent.

(2.) This clause to be read and construed to mean that the Agent must deliver to the Minister wheat equal to the total weight on certificates issued by him, subject to the proviso contained in Clause 7; failing this, the Agent to make good the difference on the basis of 5s. 6d. per bushel f.o.b., any excess weight to be for the Minister's account.

9. *Stacking.*—The agent is responsible that the stacks shall be properly erected and dunnaged, provided that the necessary dunnage required by the Agent is supplied by or at the expense of the Minister. The Agent will not be required to provide protection or cover either as regards supplying material or placing same on or around stack, excepting as provided for in Clause 12 (1) (c).

10. *Loss in Transit.*—The responsibility of the Agent will extend to any loss of wheat in transit on railways.

11. *Stationery.*—The Agent will, at its own expense, provide all necessary stationery, records, forms, and other documents and postage and revenue stamps, except certificates and gristing receipts.

12. *Remuneration.*—

(1.) The remuneration to be paid to the Agent shall be:—

- (a) For all wheat trucked direct from the farmers' wagons, five-eighths of a penny per bushel.
- (b) For all wheat received from farmers, built into stack, thence into truck and consigned to Minister's order, one penny per bushel. Such trucking to be completed by the end of May, 1920, or as mutually arranged.
- (c) For work of roofing, screening, protecting and caretaking till end of May, 1920, such stacks as may be nominated by the Minister, one farthing per bushel of the wheat contained in the stacks.
- (d) For issuing certificates, one fourth of a penny per bushel.
- (e) For inspection, travelling expenses, supervision, contingencies, losses, liabilities, and the performance generally of all other duties and obligations of the Agreement, one farthing per bushel.
- (f) For actual checking of sample and verifying depôt tally notes at depôts, one-eighth of a penny per bushel.

(2.) The remuneration is based upon the current rate of wages. Any increase in wages or any reduction in working time causing an increase in cost, to be paid by the Minister; provided, however, that the current rate of wages is not to be increased without the permission of the Minister. Any decrease in such rates is to be the subject of an allowance to the Minister for benefit to the Pool.

(3.) Where wheat is received by the Minister direct from farmers as at certain Wheat Depôts, the remuneration provided for in Subclause (1) (a) and (1) (b) will not be payable.

(4.) The remuneration to the Agent shall, as from the date of this Agreement, be payable as follows:—

One penny per bushel on the quantity of wheat as per certificates issued and presented, such instalment on account to be payable fortnightly, and the balance to be paid on due completion of the terms of this Agreement.

13. *Demurrage.*—The Agent will not be called upon to pay railway demurrage on wheat or material such as dunnage, bags, screens, and the like: Provided that all reasonable and proper means to expedite loading or unloading, as the case may be, are used, otherwise the Agent shall pay and bear railway demurrage charges.

14. *Returns.*—The Agent will supply and deliver to the Minister such daily or other returns as the Minister may from time to time reasonably require and direct.

15. *Termination.*—

(1.) This Agreement shall continue in force until the duties of the Agent as herein provided have been duly carried out to the satisfaction of the Minister: Provided, however, that this Agreement shall nevertheless be determinable by the Minister at any time if in his opinion the duties referred to are not being satisfactorily performed, and in such respect the decision of the Minister shall be final.

(2.) If the agency is determined, the Agent shall deliver to such person or persons as the Minister may direct all wheat that the Agent then has in its possession, custody or control, and shall render every aid to such person or persons as may be directed by the Minister to check weight and quality of the wheat and condition of the bags so to be delivered, and the responsibility and liability of the Agent under this Agreement shall continue until all wheat and bags have been delivered in accordance with this clause.

16. *Minister's Directions.*—In the performance by the Agent of its duties under this Agreement, the Agent shall generally observe such directions as may from time to time be given by the Minister or any person acting with his authority, and the forms in the Schedules hereto shall be modified so far as the Minister may require.

17. *Instructions by Officers.*—The powers hereby conferred upon or exercised by the Minister may be exercised by any Government officer authorised by the Minister, and the Agent and its receiving agents will act upon and carry out the instructions and directions of such Government officer.

18. *Bond.*—As a guarantee for the due observance and performance by the Agent of its duties and obligations under this Agreement, the Agent will enter into a joint and several bond by itself and a surety to be approved by the Minister for the sum of Ten thousand pounds (£10,000), and in such form as the Minister may require.

19. *Limitation of Liability.*—The liability of the Agent under this Agreement is limited to a total of one farthing per bushel on the aggregate quantity of wheat to which this Agreement relates.

20. Damages for Certain Breaches.—Whenever and as often as it appears to the Minister that there has been a breach by the Agent of any of the provisions of Clauses 3, 6, 14, or 21 of the Agreement, the Minister may, if he thinks fit, in lieu of pursuing any other remedy, or in the case of such a breach as is mentioned in paragraph (c) of Clause 6 in addition to the remedy therein provided for, refer the matter to the Advisory Committee, and for every such breach the Advisory Committee may, after giving the Agent an opportunity of being heard, direct that the Agent shall forfeit—

- for every breach of Clause 3, the sum of ten pounds (£10),
- for every breach of Clause 6, the sum of two pounds (£2),
- for every breach of Clause 14, the sum of one pound (£1),
- for every breach of Clause 21, the sum of five pounds (£5),

respectively, by way of liquidated and ascertained damages, and such amounts may be deducted from the remuneration payable under this Agreement to the Agent.

21. Fiduciary Obligations.—The Agent shall in all matters in connection with the Government Scheme for Marketing the 1919/20 wheat have due regard to its obligations to its principal as Agent under this Agreement, and will not do anything prejudicial thereto or subversive of the confidential and fiduciary relations between itself and the Minister or his officers.

22. Arbitration.—Except as otherwise expressly provided, any dispute arising with reference to this Agreement shall be submitted to arbitration under the provisions of "The Arbitration Act, 1895."

SCHEDULE "A."

Wheat Marketing Acts.
(Western Australia.)

Book..... No.....

GOVERNMENT SCHEME FOR MARKETING THE WHEAT HARVEST,
(1919/20).

Date.....

Station.....

Interim Wheat Receipt.

The Westralian Farmers, Ltd., have received at..... Station,
from....., of....., on behalf of the Western
Australian Government,.....bags.....bushels.....lbs. of Wheat,
particulars as under:—

-bags.....bushels.....lbs., quality f.a.q.
-bags.....bushels.....lbs., quality under f.a.q.,.....pence.
-bags.....bushels.....lbs., quality under f.a.q.,.....pence.
-bags.....bushels.....lbs., quality under f.a.q.,.....pence.

N.B.—This receipt is not transferable or negotiable. You will receive in exchange for this receipt a certificate, which will enable you to obtain from the Bank named in the margin an interim advance at the rate of 3s. per bushel for wheat of f.a.q. standard.

In satisfaction of all further claim in respect of the wheat mentioned in this Interim Receipt, the Vendor will be entitled to the extent of the quantity of wheat above stated to participate in equal distribution of the net proceeds in excess of 3s. per bushel of the whole of the Western Australian wheat (1919/20 harvest) marketed through the agency of the Western Australian Government—the Certificate of the Minister for Agriculture as to the amount of such net proceeds to be accepted as conclusive.

If the Vendor is in receipt of advances under the Industries Assistance Act, or if there is any lien or charge on such wheat or crop of the Vendor, the Certificate will be handed to the Industries Assistance Board or to the lien holder, as the case may be.

.....
Local Agent for The Westralian Farmers, Ltd.

Name of Bank....., at.....

SCHEDULE "D."

Wheat Marketing Acts.
(Western Australia.)

GOVERNMENT SCHEME FOR MARKETING THE WHEAT HARVEST,
1919/20 SEASON.

Receipt of Wheat for Farmer's Grist.

Date.....
No.....
Siding.....

The Westralian Farmers, Ltd., on behalf of the Western Australian Government, hereby acknowledge having received at.....Station
....., farmer, of.....bags.....bushels...
.....lbs. of f.a.q. wheat, for which payment by way of grist is required by the said farmer.

For The Westralian Farmers, Ltd., Acquiring Agent for Government of W.A.

NOTE.—Wheat for farmer's grist not to exceed 100 bushels for the season. This Receipt is issued at the express wish of the farmer concerned and in lieu of the usual Interim Receipt and Certificate for Advance.

.....Mill.
Acting as Gristing Agent for the W.A. Government.

In exchange for this Receipt I hereby authorise you to forward me the equivalent of the above wheat in Flour, Bran, and Pollard, less gristing, railage, and other usual charges, and I agree to accept such products as full payment for the wheat referred to, from the said Government.

Date,....., 1920.

Signature of Farmer.....

In witness whereof the parties hereto set their hands the day and year first above written.

Signed by the said the Honourable Charles Farquharson Baxter for and on behalf of His Majesty's Government of Western Australia, in the presence of

The Common Seal of The Westralian Farmers, Ltd., was hereunto affixed in the presence of

