

WESTERN AUSTRALIA.



ANNO NONO

GEORGII QUINTI REGIS,

XVI.

No. 26 of 1918.

AN ACT to extend the operation of and to amend the Wheat Marketing Act, 1916.

[Assented to 13th June, 1918.]

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, 1918*, and shall be read as one with the *Wheat Marketing Act, 1916*, hereinafter referred to as the principal Act.

Extension to wheat harvested in 1917-18.

2. The principal Act, as amended by this Act, shall extend and apply to the wheat harvested during the season 1917-18.

Ratification of agreement in First Schedule.

3. The agreement set out in the first schedule to this Act, and made between the Honourable Charles Farquharson Baxter, M.L.C., on behalf of His Majesty's Government of the one part, and the Westralian Farmers, Limited, of the other part, is hereby ratified and confirmed.

4. The Minister is hereby authorised to enter into gristing, storing, and selling agency agreements with millers in the terms of the draft agreement set out in the Second Schedule to this Act.

Authority for agreement in Second Schedule.

The agreements made in the terms of the said draft with the millers named in the Third Schedule to this Act on the respective dates therein stated are hereby ratified and confirmed.

5. Subsection (1) of section six of the principal Act shall be read and construed as if from the commencement of the said Act—

Amendment of section 6.

(a.) after the words “bank or banks” there were inserted the words “or with the Government of the Commonwealth of Australia”; and

Power to arrange with Commonwealth Government for financial accommodation.

(b.) after the words “made good by the Commonwealth” there were inserted the words “or for the repayment of any moneys provided by the Government of the Commonwealth pursuant to sub-paragraph (ii.) of paragraph (a) of this subsection for which the Government of Western Australia is liable.”

Power to arrange for repayment to Commonwealth of moneys due by Western Australian Government. See Vic. No. 2346 s. 4.

6. Any person who without the previous written authority of the Minister grists any wheat (whether into flour or other product of wheat) for any other person after the commencement of this Act and before the first day of December, One thousand nine hundred and eighteen shall be liable to a penalty of not more than five hundred pounds recoverable at the option of the Attorney General in a court of petty sessions or by action in the Supreme Court, and any contract in contravention of or inconsistent with the provisions of this section shall be void and of no effect.

Wheat not to be gristed unless with previous authority of Minister. See Vic. No. 2346, s. 5.

THE FIRST SCHEDULE.

Wheat Acquiring Agency—1917-18.

AN AGREEMENT made the Eighth day of April, One thousand nine hundred and eighteen, between the Honourable Charles Farquharson Baxter, M.L.C., Minister administering the Wheat Marketing Act, 1916, acting for and on behalf of His Majesty's Government of the State of Western Australia (hereinafter with his successors in office referred to as "the Minister"), of the one part and the Westralian Farmers, Limited, of Wellington Street, Perth, Wheat Agents (hereinafter referred to as "the Agent"), of the other part, as follows:—

1. The Agent will act as agent for and on behalf of the Government of Western Australia under the Government Scheme for Marketing the 1917-18 Wheat Harvest, and shall be deemed to have been appointed as such agent under the terms of this agreement as from 1st day of December, 1917.

2. The Agent undertakes and agrees that he 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 Act, 1916), on his own account or on behalf of any other person except the Government without the authority of the Minister first obtained.

3. 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 (excepting at York, Kellerberrin, and any other places as may be mutually arranged), sampling, classifying as hereinafter provided, assessing the dockage (if any), tallying.
- (c.) Stacking and unstacking at country sidings, stacking sites and dunnage to be provided by the Minister.
- (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 to be loaded).
- (e.) Issuing to the farmer receipts and certificates in the forms set out in the Schedules attached hereto.

4. In respect of all wheat received by the agent and his 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.

5. The Agent undertakes and agrees—

- (a.) To keep complete and correct accounts 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.

6. The Agent will engage and provide employees, servants, and workmen to carry out his duties, and take full responsibility for all omissions committed or made by his 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 whatsoever: 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 19 of this Agreement. The Agent is not to be responsible for any re-bagging or reconditioning unless caused by negligence.

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

- (a.) That all wheat received by him under this Agency shall be of the quality, condition, and weight stated in the certificates relating to the same and issued by him.
- (b.) That 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.) That 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 Certificate will be issued in the manner instructed by the Minister;
- (d.) 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; and the quality of such wheat shall be judged on a running bulk sample—
- (e.) That the deductions (if any) from f.a.q. value which the Minister may claim on taking delivery will not exceed any aggregate deduction provided for in such certificates.

(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 6; failing this the Agent to make good the difference on the basis of 4s. 9d. per bushel f.o.b.; any excess weight to be for the Minister's account.

8. The Agent is responsible that the stacks shall be properly erected and dunnaged, having regard to the fact that the stacking is temporary, and 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.

9. The responsibility of the Agent will extend to any loss of wheat in transit on railways to depôts or mills.

10. The Agent will, at his own expense, provide all necessary stationery, records, forms, and other documents and postage and revenue stamps.

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

(a.) For wheat trucked direct from the farmers' wagons, one half-penny per bushel: Provided, however, that where such wheat is received at Sidings where the total deliveries do not exceed three thousand (3,000) bags, the remuneration shall be increased to five-eighths of a penny per bushel.

(b.) For wheat received from farmers, put into stack, thence into truck and consigned to Minister's order, 1d. per bushel. Such trucking to be completed by end of April, 1918, or as mutually arranged, but without extra remuneration unless otherwise decided by arbitration.

(c.) For actual checking of sample and weights of wheat at depôts, $\frac{1}{8}$ d. per bushel.

(d.) For issuing certificates, $\frac{1}{4}$ d. per bushel.

(e.) Commission, payable on due performance of terms and conditions of this Agreement, $\frac{1}{4}$ d. 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 rates 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.

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

One penny per bushel on quantity of wheat as per Certificate 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. The Agent will not be called upon to pay railway demurrage, provided that all reasonable and proper means to expedite loading the wheat are used, otherwise the Agent shall pay and bear railway demurrage charges.

14. 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. (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 his 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. In the performance by the Agent of his duties under this Agreement, he 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 Schedule hereto shall be modified so far as the Minister may require.

17. As a guarantee for the due observance and performance by the Agent of his duties and obligations under this Agreement, the Agent will enter a joint and several bond by himself and a surety, to be approved by the Minister, for the sum of Twenty thousand pounds (£20,000) and in such form as the Minister may require.

18. The liability of the Agent under this Agreement is limited to a total of one farthing per bushel on the wheat handled.

19. 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."

20. The powers hereby conferred upon or exercised by the Minister may be exercised by any Government Officer authorised by the Minister, and the Agent will act upon and carry out the instructions and directions of such Government Officers.

SCHEDULE "A."

Wheat Marketing Act, 1916 (Western Australia).

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

GOVERNMENT SCHEME FOR MARKETING THE WHEAT HARVEST. (1917-18.) (Under War Conditions.)

Date.....

INTERIM WHEAT RECEIPT.

Station.....

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:—

Table with 4 columns: Bags, Bushels, lbs. quality F.A.Q., and pence. It contains four rows of data with various symbols and dashes.

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 3/- 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 3/- per bushel of the whole of the Western Australian wheat (1917-18 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 " B "

Interim Receipt No.

THE STATE OF WESTERN AUSTRALIA.

No.....

THE GOVERNMENT SCHEME FOR MARKETING THE WHEAT HARVEST, 1917-18.
(Under War Conditions.)

Certificate for Advance of 3s. per Bushel.

Date.....

This certifies that.....has, as Vendor to the Government of Western Australia under the above Scheme, delivered to The Westralian Farmers, Ltd., at.....Railway Siding,.....Bags.....Bushels,.....Lbs. (Bushels Lbs.) of wheat, and is entitled to an advance on account of the purchase money thereof under the scheme of 3/- per bushel amounting to £ : : Less Dockage on.....bushels.....lbs. atper bushel

£ : :
Net amount.....pounds
.....shillings and.....pence payable at the £ : :

at.....
Rail freight from above station (to be deducted from later payment) at.....per bushel £ : :

.....
For The Westralian Farmers, Ltd.

Received from the Government of Western Australia per the.....the sum of.....pounds.....shillings and.....pence, being settlement in full for the above advance.

SCHEDULE " C. "

Interim Receipt No.

THE STATE OF WESTERN AUSTRALIA.

THE GOVERNMENT SCHEME FOR MARKETING THE WHEAT HARVEST, 1917-18.
(Under War Conditions.)

No.....

Certificate for Surplus.

Date.....

THIS CERTIFIES that.....having, as Vendor to the Government of Western Australia under the above Scheme, delivered to The Westralian Farmers, Ltd., at.....Railway Siding,.....Bags.....Bushels.....Lbs. (Bushels Lbs.) of wheat, and having received an advance on account of the purchase money thereof of 3/- per bushel amounting to £ : : Less Dockage on.....bushels.....lbs. at..... £ : :

£ : :
making net advance of.....pounds.....shillings and.....pence paid at the.....at..... £ : :

is entitled to an account from the said Government of the balance of such purchase money and payments with debit of Rail Freight (from above Station) and in addition, £ : : Handling Charges, Interest, and all other charges.

.....
For The Westralian Farmers, Ltd.

SCHEDULE "D."

WHEAT MARKETING ACT, 1916.
(Western Australia.)

GOVERNMENT SCHEME FOR MARKETING THE WHEAT HARVEST, 1917-18 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 from.....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....., 1918.
Signature of Farmer.....

In witness whereof the parties hereto have 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—
L. E. SHAPCOTT, J.P. } CHAS. F. BAXTER.

Signed by the said The Westralian Farmers, Limited, in the presence of—
L. R. MACGREGOR. } THE WESTRALIAN FARMERS, LTD.,
CHAS W. HARPER,
Director.

THE SECOND SCHEDULE.

Millers' Gristing, Storing and Selling Agency.

THIS AGREEMENT made the _____ day of _____, 1918, BETWEEN THE HONOURABLE CHARLES FARQUHARSON BAXTER, M.L.C., acting for and on behalf of the Government of the State of Western Australia, and hereinafter called "The Minister," of the one part, and _____ hereinafter called "the Miller" of the other part.

WITNESSETH AS FOLLOWS:—

1. *Period of Agreement.*—This Agreement, in so far as it relates to the supply and gristing of wheat, shall be and remain in force as from midnight on 3rd November, 1917, until midnight on 3rd November, 1918.

2. *Gristing Agency.*—The Miller agrees to grist wheat on behalf of the Minister, and undertakes that all wheat that is gristed at his mill, or his mills if he has more than one, during the period of this agreement shall be on account of the Minister in terms of this Agreement, unless otherwise mutually arranged.

3. *Working Mill Full Time.*—The Miller guarantees to work his mill, or mills, to its or their full capacity, working full time on three shifts: Provided that he shall be entitled to all reasonable time for overhaul of, and/or repairs alterations and/or additions to, plant or machinery; and further that the Miller shall not be required to work on Christmas Day, Good Friday, Eight Hours' Day, Sundays, or on any of the holidays set out in the Federal Arbitration Award. This clause is subject to clauses 4 and 11.

4. *Efficient Service.*—The Miller shall do the work assigned to him in a workmanlike manner, but shall not be liable for waste, provided that records as far as practicable are kept of all waste destroyed. The Miller shall be liable for all loss, damage, or other consequences arising out of the neglect of his employees, but shall not be liable for loss or damage by fire, storm, or tempest. The Miller shall not be liable for loss, damage, or delay caused by any strike or other industrial disturbance, or by any breakdown in plant or machinery or by any fire, storm, or tempest, or by any causes beyond the control of the Miller, provided that the Miller shall have kept his plant, machinery, mill buildings, and premises in reasonably good repair, order, and condition.

5. *Supply of Wheat for Gristing.*—The Minister guarantees that he will, for the purpose of this Agreement, deliver on trucks at the Miller's Siding (or, if there is no Mill Siding, on trucks at Mill Station) sufficient wheat to keep the mill or mills working full capacity (twenty-four hours per day), and the Minister accepts responsibility for all loss or damage incurred by the Miller through non-delivery of sufficient wheat, unless such non-delivery is caused by strikes, combinations of workmen or other industrial disturbances or by any breakdown in the railway service or temporary shortage of trucks, or by any other

circumstances whatever outside the control of the Minister in actual control of the State Wheat Marketing Scheme ; Provided always that the Miller places at the disposal of the Minister, free of charge, sufficient space at his mill, or, if he has more than one mill, at each of his mills, to accommodate enough wheat for four weeks full gristing capacity of such mill or mills : And provided further that in the event of the stocks of wheat held by the Miller falling below two weeks' supply, the Miller immediately notifies the Minister of such fact. The Miller agrees that if the wheat so stored is in any sense weevilled it shall be milled as soon as practicable.

6. (a.) *Method of Delivery.*—All wheat shall be delivered by the Minister to the mills in such quantities per day (except when a mill is not working under Clause 3, 4, or 11) as the Miller can conveniently receive and handle until such time as the Miller shall have a stock of wheat on hand sufficient to keep his mill, or mills, running full time for four weeks, and thereafter so long as such stock is maintained the Minister shall not deliver to the Miller more than
bags of wheat per day.

(b.) *Increased Deliveries.*—If the Miller shall make alterations and/or additions to his machinery and/or plant and/or erect or acquire another mill or other mills, thereby increasing his daily requirements, the above quantity shall be proportionately increased.

(c.) *Weights.*—All weights of wheat as delivered by the Minister to the Miller shall be taken as *ex* trucks, and all weights of flour and offal delivered by the Miller as hereinafter provided shall be taken as on trucks at his mill siding, or, where delivery is by cart, on cart at mill door.

(d.) *Checking Weights.*—The Miller shall provide at his mill an adequate check on the weights of wheat received from the Minister or his agent.

7. *Temporary Cessation of Deliveries.*—If by reason of any cause mentioned in Clauses 3, 4, or 11, the Miller is unable to proceed with gristing, he shall immediately notify the Minister, who shall, within 24 hours of the receipt of such notice, cease to load up any further wheat for consignment to the Miller. If, however, the Minister still wishes to forward wheat to the Miller and the Miller agrees to receive such wheat, then the Minister will pay to the Miller 1½d. per bag on all such wheat received and actually built into stack pending the resumption of gristing.

8. *Unmillable Wheat.*—Should the Minister deliver to the Miller wheat not in a fit condition for milling, the miller may reject same, but in the case of any dispute between the Minister and the Miller as to whether such wheat is unfit for milling, such dispute to be referred to the arbitrament of an independent arbitrator mutually acceptable. The Minister shall remove all wheat unfit for milling and pay to the Miller all charges incurred by the Miller in connection with the receipt, delivery, handling, or otherwise of such wheat : Provided that the quantity involved represents more than two per cent. of an average day's delivery of wheat to the mill. Wheat shall not be deemed unfit for milling by reason of the fact alone that it is affected by weevil.

9. *Hard Wheat.*—The Minister may make available any hard wheats acquired by him in the zone in which the Miller's mill is situated in such quantities as may be required by the Miller unless otherwise mutually arranged.

10. *Percentage of Extraction.*—The Miller will take the percentage of flour from the wheat as directed by the Minister, but the Minister shall not ask the Miller to make a higher percentage extraction than 70 per cent. based on a 60lb. bushel of f.a.q. wheat.

11. *Bags.*—All bags delivered by the Minister to the Miller shall become the property of the Miller.

All produce of the mill whether for local use or export, shall be put into bags of quality and condition, class, and size, as customarily used by the trade.

All produce of the mill shall be bagged as it comes off the packers; the onus of supplying bags shall be on the Miller. In the event of the Miller being unable to supply bags he must shut down, but if the Miller is so compelled to shut down he shall incur no liability under Clause 3.

12. *Brands.*—The Miller shall pack all flour under his own brand except that in the event of the Minister requiring wheat to be gristed that cannot be made into first patent flour, he will in such cases use a brand to be selected by the Minister, and a number shall be put on same to identify the Miller's packing.

13. *Receiving and Loading Books.*—The Miller shall keep books showing details of all wheat received and all deliveries of products from his mill whether on trucks or waggon, and shall guarantee the correctness thereof.

14. *Gristing Records.*—The Miller agrees to keep a suitable Gristing Book or gristing returns in a form approved by the Minister, which shall accurately record the result of all gristing done and which shall be open at all reasonable times to the inspection of a duly accredited representative of the Minister.

15. *Transfer of Stocks.*—The Minister shall take over all ascertained stocks of the Miller in hand at midnight on 3rd November, 1917, of—

1. Specific Hard Wheat (Comeback, Cedar, and Marquis).
2. Bran and Pollard.
3. Flour milled from Hard Wheat.
4. Flour milled for local consumption.
5. Flour milled for export, including that milled to supply the existing Imperial Flour Order.

And the Miller shall, on or before the 31st December, 1917, supply the Minister with particulars of all stocks. All such transferred stocks will on instruction from the Minister be put on rails or on waggon by and at the expense of the Miller.

The Minister shall pay to the Miller—

- (a.) For all specific hard wheat taken over, the price paid by the Miller for such wheat, plus the cost of railage if incurred and handling charges to mill siding ; and,
- (b.) For all bran taken over,
- (c.) For all pollard taken over,
- (d.) For all flour milled for local consumption, excluding flour milled wholly or partly from hard wheat,
- (e.) And for all flour milled wholly or partly from hard wheat, such prices per ton as may be mutually agreed upon.

In the event of a disagreement between the Minister and the Miller as to the price to be paid by the Minister for the stocks to be taken over, the price shall be determined by the Federal Food Prices Commissioner in this State, or in the event of his being unable or unwilling to act, by an arbitrator mutually acceptable. The prices shall carry interest at the rate of 5 per cent. per annum as from 3rd November, 1917.

The Minister shall not be required to pay for any stocks made from wheat for which the Miller has not paid the Minister until such time as the Miller has paid for such wheat.

An increased price over local flour value will be paid to the Miller for any stocks of flour which may have been milled either wholly or partly from hard wheat, provided the Miller can show the percentage of hard wheat used in making such flour, and the price paid by the Miller for such hard wheat.

16. *Checking Stocks.*—The above stocks shall be checked by an agent of the Minister, except where they are so stored as to render checking impracticable ; in which case the Miller shall supply to the satisfaction of the Minister evidence as to the quantities held, subject to adjustment, when the actual quantity is ascertained ; or a guarantee of the quantity satisfactory to the Minister. In default of such evidence or guarantee the Miller shall not be entitled to receive full payment therefor until such stock is actually delivered to the Minister by sale or otherwise.

17. *Local Contracts of Flour and Offal.*—All existing contracts as at 3rd November, 1917, made by the miller for local deliveries of flour and/or bran and pollard, shall be completed and delivered by the Miller as the agent of the Minister. In respect of all sales at rates above the Flour Millers' Association prices ruling on 3rd November, 1917, the Miller to receive the excess ; and in respect of all sales at rates below such prices the Miller to pay to the Minister the difference ; the intention being that the Minister is to receive the Association prices ruling on 3rd November, 1917, in respect of all contracts of sale existing on that date.

18. *Export Flour Contracts.*—All existing contracts as at 3rd November, 1917, made by the Miller for the export of flour shall be completed and delivered in terms of the contract by the Miller but on behalf of the Minister.

19. *Storage.*—The Miller shall store free of charge . . . tons of the product of his mill ; any such quantity to be proportionately increased as the capacity of the mill is increased. Any storage in excess of such quantity shall be paid for by the Minister at the rate of 1d. per ton per week. Should such products so accumulate as to prevent the Miller from carrying on the business of his mill they will be removed by the Minister as far as may be necessary to enable the Miller to do so.

The Miller will not use his mill premises for storage of anything detrimental to wheat, flour, bran, or pollard.

20. *Protection of Mill Products.*—The Miller shall, until 31st December, 1918, act as bailee to the Minister for all products from his mill until such products shall have been duly delivered under this Agreement and accounted for to the Minister ; but the Miller shall not be liable for loss or damage by fire, storm, or tempest, or by weevils. Any products manufactured under this Agreement, which may be held by the Miller after the 31st December, 1918, shall be so held at the risk of the Minister, and the Miller shall not be under any responsibility with regard thereto.

Should such products so accumulate as to prevent the Miller from carrying on the business of his mill they will be removed by the Minister as far as may be necessary to enable the Miller to do so.

21. *Selling Agency.*—The Miller shall have the sole right of sale in Western Australia of the produce of his mills obtained under this Agreement, at prices fixed by the Minister. If the Miller has produce on hand that he is unable to dispose of promptly he will allow another miller to sell on his behalf ; and in such event the selling commission provided in Clause 23 shall be equally divided between the miller making the sale and the miller supplying the produce.

The Miller agrees to accept the *del credere* risk in connection with all sales under this Agreement.

22. *Account Sales.*—The Miller shall once a week send to the Minister Account Sales of all products of the mill on the basis of net cash price at the mill, showing all sales made by him during the preceding week and setting out clearly the amount due to the Minister therefor. A cheque for the amount shown as due by such account shall be paid to the Minister within seven (7) days of the due date of the Account Sales, and if such account is not paid, interest at 5 per cent. per annum shall accrue. The due date of the first Account Sales is the 11th November, 1917, and from then onward Account Sales are due at regular weekly periods. This paragraph shall operate retrospectively as from midnight on the 3rd November, 1917.

When the Miller effects any sale on terms, the Minister shall be entitled only to the proceeds on the basis of a net prompt cash sale, and any extra charge for terms (which shall not exceed the present prices as fixed by the Flour

Millers Association) shall belong to the Miller : provided that the Miller shall have maintained regular prompt payments under this Clause. In the event of the Minister claiming from the Miller any extra charge for terms because of default in maintaining regular payments, the Minister will not also claim the 5 per cent. interest referred to in the first paragraph of this clause.

For the purpose of accounting to the Scheme, sales of all products shall be on the basis of the price f.o.r. at mill siding, or on waggon at mill door.

23. *Remuneration.*—The Minister shall pay to the Miller the following remuneration :—

(a.) A gristing allowance of 7d. per bushel on the gross weight of all deliveries,

Less—

- (1.) $2\frac{1}{4}$ lbs. per bag of wheat to cover the weight of the bag.
- (2.) Also the weight of wheat rejected under Clause 8.
- (3.) Also stocks of wheat held at termination of this Agreement.

(b.) An allowance of 7s. 6d. per ton of flour milled, to cover the cost of bags ; but whenever the usage of trade necessitates the use of bags other than bags containing 150lbs., the allowance to be paid shall be equal to the actual delivered cost of the bags used less a rebate of 3s. per ton of flour packed therein.

(c.) A commission of $2\frac{1}{2}$ per cent. on all local sales of flour, bran, pollard, and other products of his mill made by the Miller under Clause 21. The commission to be based on the net cash price at mill siding or mill door. A like commission of $2\frac{1}{2}$ per cent. on sales of flour effected during the currency of this Agreement for export to Java, Singapore, etc., so far as the Minister in his discretion authorises such sales. No commission is payable on sales to or on account of Imperial Government.

(d.) A commission of $3\frac{3}{4}$ per cent. on the estimated value of all flour, bran, and pollard sent to farmers in exchange for Receipts for wheat delivered for farmers' grist. No receipt for wheat exceeding a hundred bushels for any one farmer for the season is to be accepted unless by special consent of the Minister.

(e.) A commission of $2\frac{1}{2}$ per cent. on the f.o.r. mill siding price for flour in respect of the unmilled portion of the Miller's quota of the Imperial Order which the Miller is unable to deliver owing to having entered into this contract.

24. *Increased working cost.*—Any increase in the cost of fuel, also any increase in wages which an Arbitration Court may award, shall be for the account of the Minister, provided that the Miller has used reasonable efforts to combat same.

25. *Payments for Gristing.*—The Miller shall render a debit to the Minister weekly showing the amount due by the Minister for gristing and for commission on sales and for bag allowance, and the amount due shall be paid by the Minister within seven days of the receipt of the debit and the returns.

26. *Millers' Books.*—All books and records kept by the Miller relating to this Agreement shall be open for inspection at all reasonable times by a representative of the Minister.

27. *Retrospective Application.*—All wheat, flour, bran, and/or pollard milled, sold, stored, or otherwise dealt with since midnight on 3rd November, 1917, by the Miller, shall be deemed to have been so milled, stored, sold, or dealt with by the Miller on account of the Minister under the terms of this Agreement: Provided that the terms of this Agreement have been duly complied with, and as regards sales that they are such as to entitle the Agent to commission under this Agreement: Provided also that no wheat shall have been sold by the Miller without the permission in writing of the Minister.

28. *Farmer's Grist.*—The Miller will not receive wheat from a farmer for grist. Farmers requiring wheat gristed will deliver their wheat to the Schemes' Acquiring Agent, and will receive a special form of Receipt showing the number of bushels delivered. Such receipt may be sent to the nearest mill, and the Miller will send the farmer mill products in exchange therefor after making due allowance for—

- (a.) Rail freight on the wheat to the mill from the station where delivered.
- (b.) Rail freight on products from the mill to the siding where wheat was received.
- (c.) Usual gristing charge.
- (d.) Usual bag and other charges.

29. *Fire Insurance.*—The Miller shall not be liable for the insurance of any stocks of wheat, flour, bran, and/or pollard from time to time on his premises.

In respect of policies current at midnight on the 3rd November, 1917, the Minister shall refund to the Miller a proportionate part of the premiums paid by the Miller, such refunds to be paid when particulars are supplied by the Miller, and he shall supply such particulars to the Minister as soon as practicable.

30. *Mills without Sidings.*—Where a Mill has no siding and the Minister thus saves shunting charges the amount saved by the Minister shall be allowed to the mill. All cartage charges to and from station siding shall be paid by the Miller.

31. *Demurrage.*—Demurrage incurred on delivery of products of the mill shall be on account of the Miller only if due to his neglect, and demurrage on inward traffic shall not be charged to the Miller, provided that he uses his ordinary facilities in the unloading of such traffic.

32. *Flour for Shipment.*—All instructions issued by the Minister relating to the consignment of flour for overseas shipment shall be promptly carried out by the Miller, and in the event of his not being able, for reasons beyond his control, to carry out such instructions, he shall promptly inform the Minister.

33. *Prior Accounts.*—All accounts between the Minister and the Miller arising out of transactions under this Agreement shall be kept entirely separate from all accounts standing prior to the 3rd November, 1917, and no amount standing to the debit or credit of the Minister in the Miller's books or to the debit or credit of the Miller in the Minister's books, shall be taken into account when ascertaining any balance due to or by the Minister on account of any transaction arising out of this Agreement.

34. *Minister's Instructions.*—The Miller will at all times duly carry out all instructions of the Minister and his officers so far as such instructions are within the scope of this Agreement.

35. *Returns.*—The Miller will supply and deliver to the Minister such weekly or other returns as the Minister may from time to time require and direct.

36. *Assigns.*—The Miller will not assign his rights under this Agreement without the consent in writing of the Minister.

37. *Arbitration.*—Except as otherwise provided all questions in dispute under this Agreement shall be submitted to arbitration under the provisions of the Arbitration Act, 1895.

38. *Bond.*—For the due performance of the conditions of this Agreement on the part of the Miller, he shall provide a bond suitable to the Minister in an amount not exceeding £1,000 (one thousand pounds).

IN WITNESS whereof the parties hereto have 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—

.....

Signed by the said.....
.....
in the presence of—

.....

THE THIRD SCHEDULE.

Name of Agent.	Date of Agreement.
Ockerby & Company, Limited	12th March, 1918.
William Thomas & Company, Limited	19th March, 1918.
F. & C. Piesse	20th March, 1918.
Great Southern Flour Mills, Limited	9th March, 1918.
Wagin Flour Milling Company, Limited	8th March, 1918.
York Flour Milling Company, Limited	13th March, 1918.
Victoria District Co-operative Flour Milling Company, Limited	19th March, 1918.
Scaddan & Quigley	25th March, 1918.