

# WHEAT MARKETING.

9° GEO V., No. XLII.

No. 12 of 1919.

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

[Assented to 3rd January, 1919.]

**B**E 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:—

1. This Act may be cited as the *Wheat Marketing Act, 1918* (No. 2), and shall be read as one with the *Wheat Marketing Act, 1916*, hereinafter referred to as the principal Act, which Act, and the Acts extending the operation of and amending the same, are hereinafter referred to and may be cited as the *Wheat Marketing Acts*. Short title.

2. The principal Act, as amended by the *Wheat Marketing Act, 1918*, and this Act— Extension of the Act to wheat harvested in 1918-19.

(a) shall extend and apply to the wheat harvested during the season 1918-1919; and

(b) shall have effect as if all the references therein to the wheat harvested during the seasons 1915-1916, 1916-1917, and 1917-1918, referred also to the wheat harvested during the season 1918-1919:

Provided that this Act shall not have the effect of extending the operation of any agency agreements confirmed by or made under the authority of the *Wheat Marketing Acts*.

3. The agreement set out in the First Schedule to this Act is hereby ratified and confirmed, subject to the following amendments:— Ratification of agreement. First Schedule.

In section six, paragraph (b), the words "or made by the sub-agents" are inserted after the word "sub-agents."

In section eleven, paragraph (d), the words "checking sample, verifying depot tally notes, three-eighths" are omitted, and "one-fourth" inserted.

A new paragraph (f) is added to the section as follows:—

"For actual checking of sample and verifying depot tally notes at depots, one-eighth of a penny per bushel."

Authority to enter into gristing agreements.

Second Schedule.

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

No further agreements to be entered into without approval of Parliament.

5. After the passing of this Act no further wheat acquiring agency agreement or millers' gristing agreement shall be entered into or signed prior to the same having been approved by Parliament.

Wheat to be produce of 1918-19 harvest.

6. (1.) All wheat acquired under the agreement referred to in section three of this Act shall be the produce of the 1918-1919 harvest.

(2.) Any person who delivers or tenders to the acquiring agent appointed by the said agreement for marketing the 1918-1919 wheat harvest any wheat of a previous harvest commits an offence against this Act.

Penalty: One hundred pounds.

Storage accommodation.

7. (1.) Money expended by the Minister for storage accommodation for wheat, pending shipment or local distribution, shall be deemed an expenditure in the administration of the Wheat Marketing Acts, and shall be a charge upon and paid out of the proceeds of the marketed wheat.

(2.) When the Minister has taken on lease any shed or building for the purpose of such accommodation, the amount of rent paid for the period during which any portion of a season's wheat is stored therein shall be deemed to be expenditure as aforesaid, and shall be charged upon and paid out of the proceeds of the marketed wheat of that season.

(3.) When the Minister has constructed any shed or building for such storage accommodation, and any portion of a season's wheat is stored therein, the cost of construction shall be deemed to be an amount expended for such storage accommodation, and shall be so charged and paid as aforesaid.

(4.) When any shed or building constructed by the Minister is, after having been used for the storage of wheat of one season, used for the storage of wheat of a subsequent season, the then value of the shed or building (to be determined by the Minister) shall be deemed an expenditure of administration in respect of such subsequent season, and shall be charged on and paid out of the proceeds of the marketed wheat thereof accordingly, and the amount of such value shall be credited to the proceeds of the wheat of the prior season.

(5.) When any shed or building so constructed as aforesaid is no longer required for the storage of wheat, such shed or building shall be disposed of by the Minister, in such manner as may be thought fit, and the amount to be realised shall be credited to the proceeds of the wheat of the season in respect of which the shed or building was last used.

(6.) If it shall happen that any shed or building is during any time used partly for wheat of one season and partly for wheat of another, the Minister shall apportion the expenditure chargeable between the respective proceeds of the wheat of such seasons, in such manner as shall be just.

(7.) This section shall have effect as from the commencement of the principal Act.

(8.) This section shall not be deemed to authorise the construction of silos for the bulk storage of wheat, or of grain elevators.

8. (1.) The Minister may make advances, and shall be deemed to have had authority to make advances, to any wheat grower whose wheat it is or was intended to acquire, to enable such wheat grower to purchase cornsacks; and such advances shall be repayable to the Minister on demand, with interest at the prescribed rate, and shall be a charge on the wheat in priority to all other encumbrances.

Supply of cornsacks.

(2.) The amount of such advances, with interest, to be certified by the Minister, may be deducted from the certificate to be issued in respect of the wheat acquired, and a certificate may be issued to the Minister for the amount so deducted.

9. 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 nineteen, shall be

Wheat not to be gristed unless with previous authority of Minister. See Vic. No. 2846, s. 5. W.A. 1918, No. 26, s. 6.

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:

Provided that this section shall not apply to the gristing of wheat by farmers and other persons on small grinders of a milling capacity not exceeding a bag of wheat per hour.

10. Section nine of the principal Act is hereby repealed.

Repeal of section nine of the principal Act.

Section 3.

### THE FIRST SCHEDULE.

#### WHEAT ACQUIRING AGENCY AGREEMENT, 1918/19.

AN AGREEMENT made the twenty-fourth day of October, One thousand nine hundred and eighteen, 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. *Agency.*—The Agent will act as sole agent for and on behalf of the Government of Western Australia under the Government Scheme for marketing the 1918/19 Wheat Harvest as from the first day of December, One thousand nine hundred and eighteen.
2. *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 Act, 1916), on its own account or on behalf of any other person except the Government, without the authority of the Minister first obtained.
3. *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.

4. *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.

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

- (a) To keep complete and correct account of all transaction, 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 Act, 1916, 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 6, 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 3 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.

6. *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 21 of this Agreement. The Agent is not to be responsible for any rebagging or reconditioning unless caused by negligence.
- (b) All agreements made by the Agent with sub-agents for the performance of any of the work required under this Agreement shall be subject to the approval of the Minister.

7. *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 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. *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 11 (1) (c).

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

10. *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.

11. *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, 1919, or as mutually arranged.
- (c) For work of roofing, screening, protecting and caretaking till end of May, 1919, such stacks as may be nominated by the Minister, one farthing per bushel of the wheat contained in the stacks.
- (d) For issuing certificates, checking sample, verifying Depôt tally notes, three-eighths 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.

(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.

12. *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.

13. *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.

14. *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.

15. *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.

16. *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.

17. *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.

18. *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.

19. *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 2, 5, 13, or 20 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 5 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 2, the sum of ten pounds (£10),

for every breach of Clause 5, the sum of two pounds (£2),

for every breach of Clause 13, the sum of one pound (£1),

for every breach of Clause 20, 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.

20. *Fiduciary Obligations.*—The Agent shall in all matters in connection with the Government Scheme for Marketing the 1918/19 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.

21. *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."

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SCHEDULE "A."

Wheat Marketing Act, 1916.
(Western Australia.)

Book..... No.....
GOVERNMENT SCHEME FOR MARKETING THE WHEAT HARVEST,
(1918/19.)
(Under War Conditions.)

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 (1918/19 harvest)
marketed through the agency of the Western Australian Government—the Certifi-
cate 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 Cer-
tificate 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."

No.....
THE W.A. GOVERNMENT SCHEME FOR MARKETING THE WHEAT
HARVEST, 1918/19.
(Under War Conditions.)

Certificate for Advance of 3s. per Bushel.

Date.....

This certifies that.....has, as Vendor to the Govern-
ment of Western Australia under the above Scheme, delivered to 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 3s. per bushel,
amounting to .....

Table with columns for bus. lbs. at £ and £ : : . Rows include Less Dock and Less deductions A/e Cornsack Authority £ Int. £ : :



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 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."

No.....

THE W.A. GOVERNMENT SCHEME FOR MARKETING THE WHEAT  
 HARVEST, 1918/19.

(Under War Conditions.)

Certificate for Surplus.

Date.....

This certifies that.....having, as Vendor to the Governmen  
 of Western Australia under the above Scheme, delivered to 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 3s. per bushel, amounting to £ : :  
 Less Dock bus. lbs. at £ bus. lbs. at £ £ : :  
 bus. lbs. at £ bus. lbs. at £ £ : :

Less deductions A/c Cornsack Authority £ Int. .. £ : :

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 Westralian Farmers, Ltd.

SCHEDULE "D."

Wheat Marketing Act, 1916.  
 (Western Australia.)

GOVERNMENT SCHEME FOR MARKETING THE WHEAT HARVEST,  
 1918/19 SEASON.

Receipt of Wheat for Farmers' Grist.

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

The Westralian Farmers, Ltd., on behalf of the Western Australian Govern-  
 ment, 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 farmers' 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 set their hands the day and year first above written.

CHAS. F. BAXTER.

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

T. S. J. HALL.

THE WESTRALIAN FARMERS, LIMITED.  
(Common Seal.)

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

JAMES JOHN MATHER, Director.  
STG. TAYLOR, Secretary.

Section 4.

THE SECOND SCHEDULE.

MILLER'S GRISTING AGREEMENT, 1919.

THIS AGREEMENT made the.....day of....., 1918, between the Honourable....., acting for and on behalf of the Government of the State of Western Australia (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 the.....day of....., 1918, until midnight on the.....day of....., 1919, and thereafter until determined by one month's notice in writing from either party to the other.

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 the Miller shall be entitled to all reasonable time for overhaul of, and repairs, alterations, and 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 10.

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 accurate accounts are kept of all material waste. 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 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.*—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, he shall, except in such cases as provided in Clauses 3, 4, or 10 when the mill is not working, be prepared to receive and handle a daily quantity of wheat equal to double the daily milling capacity of such mill.

The Minister agrees that so long as such stock is maintained the Minister will 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 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 10, 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, provided the latter's stock is sufficient to keep his mill or mills running full time for four weeks, as referred to in Clause 6 (a).

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 arbitration 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 a full working day's average milling. Wheat shall not be deemed unfit for milling by reason of the fact alone that it is affected by weevil.

9. *Percentage of Extraction.*—The Miller guarantees to extract an average of not less than 42lbs. of first grade flour from each bushel of f.a.q. wheat, and where the wheat is affected by weevil or inferior to such standard, the Miller undertakes to extract the highest possible percentage of such flour.

All screenings from the operation of the Mill will as far as possible be worked back into bran and pollard; provided that, in the opinion of the Minister, such action would not have a deleterious effect on such offal.

10. *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 sleeves or 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.

11. *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.

12. *Receiving and Loading Books.*—The Miller shall keep such books as may be specified by the Minister showing details of all wheat received and all deliveries of products from his mill whether on trucks or wagon, and guarantees the correctness thereof of all entries therein.

13. *Gristing Records.*—The Miller agrees to keep a suitable Gristing Book, compiled from proper mill shift returns, in a form approved by the Minister, and such book shall accurately record the result of all gristing done, and be open at all reasonable times to the inspection of a duly accredited representative of the Minister.

14. *Checking Stocks.*—All bran and pollard and other offal and flour produced under this agreement shall be stacked separately by the Miller and be quite independent of all stocks existing as at midnight on the.....day of....., 1918.

15. *Storage.*—The Miller shall store free of charge..... tons of 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.

16. *Protection of Mill Products.*—The Miller shall, during the currency of this agreement, 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 expiry of this agreement shall be so held at the risk of the Minister, and the Miller shall not be under any responsibility with regard thereto.

17. *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 locally, he may, with the consent of the Minister and if required so to do by the Minister he shall, allow another Miller to sell on his behalf, and in such event the selling commission provided for in Clause 19 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.

In all sales of flour and offal the Miller must dispose of the oldest products first, and for the purpose of this clause produce that has been obtained two months earlier than other produce shall be regarded as being older and therefore liable for disposal first.

18. *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 days of the due date of the account sales, and if such account is not paid, interest shall accrue at the rate of 5 per cent. per annum for the first 14 days, and at the rate of 10 per cent. per annum thereafter. The due date of the first account sales is the..... day of....., 1918, and from then onward account sales are due at regular weekly periods.

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.

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

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

- (a.) A gristing allowance of.....shillings per flour ton on all flour produced.
- (b.) A commission of 1¼ per cent. on local sales of flour and 2s. per ton on all local sales of bran, pollard, and products of the mill other than flour made by the Miller under Clause 17.
- (c.) For all flour, bran, and pollard sent to farmers by the Mill in exchange for receipts for wheat delivered for farmers' grist a commission shall be payable of 3¼ per cent. based on the average monthly net price realised by the Mill for sales under Clause 17 of flour, bran, and pollard, the products of his Mill. No receipt for wheat exceeding 100 bushels for any one farmer for the season is to be accepted unless by special consent of the Minister.

20. *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 in respect of wages the Miller has appeared before the court and duly resisted the claim.

21. *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 the amount due shall be paid by the Minister within seven days of the receipt of the debit and the returns, provided the Miller has rendered the account sales under Clause 18, together with a cheque for all amounts due thereunder.

22. *Miller's 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, and in all cases where books, records, and accounts of the Miller are not sufficiently kept up to date as would enable such representative to make an efficient examination, the Minister may, on the recommendation of the Advisory Committee appointed under the Wheat Marketing Act, 1916, write up such books and accounts at the expense of the Miller.

23. *Farmer's Grist.*—The Miller will not receive wheat from a farmer for grist. Farmers requiring wheat gristed will deliver their wheat to the Government 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 the wheat was received.
- (c.) Usual gristing charge.
- (d.) Usual bag and other charges.

24. *Fire Insurance.*—The Miller shall not be liable for the fire insurance of any stocks of wheat, flour, bran, or pollard from time to time on his premises, except such stocks of flour as are held for private export.

25. *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.

26. *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; if, however, the Miller does not receive and take off the daily quantity provided in Clause 6 (a), he will be liable for payment of any demurrage caused by such default.

27. *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.

28. *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 this agreement, 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 to or by the Minister on account of any transaction arising out of this agreement.

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

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

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

32. *Fiduciary Obligations.*—The Miller shall, in all matters in connection with the Government Scheme for Marketing the 1918-19 wheat, including its gristing, have due regard to his obligations to his principal as Agent under this agreement, and will not do anything prejudicial thereto or subversive of the confidential and fiduciary relations between himself and the Minister or his officers.

33. *Bond.*—For the due performance of the conditions of this agreement on the part of the Miller, he shall provide the bond of a surety to be approved by the Minister for the sum of £1,000.

34. *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.

In witness, etc.

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