

WESTERN AUSTRALIA.



ANNO SEPTIMO

GEORGII QUINTI REGIS,

XVIII.

No. 18 of 1916.

AN ACT to confer certain Powers on the Government of Western Australia in regard to the Marketing of the Wheat Harvest of the Season 1915-1916 and the next following Season, and for other relative purposes.

[Assented to 5th December, 1916.]

WHEREAS owing to the great scarcity of the means of transport, as the result of the existence of a state of war, the satisfactory marketing of the Australian wheat harvest was and may continue to be endangered: And whereas the Prime Minister of the Commonwealth of Australia and certain Ministers of the Government of the States of New South Wales, Victoria, South Australia and Western Australia, in conference held for the purpose, formulated a scheme for concerted action by the Governments of the Commonwealth and the said States for utilising on a fair and equitable basis the means of transport available and for the marketing of the wheat harvest on behalf of the growers, at prices based on those prevailing on the London wheat market with certain deductions: And whereas it is expedient to ratify the action of the Government of Western Australia in joining with the said Governments in settling the terms of the said scheme, and to empower the Government of Western Australia to join with the said Governments in settling the terms of any modification thereof, or in formulating

Preamble.

any other scheme for concerted action for the purposes aforesaid, or any modification thereof, and to do all such acts, matters, and things as on the part of the said Government may be deemed necessary or expedient for the carrying out of the said scheme, or of any such modification thereof, or of such other scheme or any such modification thereof: 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*, 1916.
- Interpretation. 2. In this Act, unless inconsistent with the context or subject matter—
- “Minister” means the Minister of the Crown charged for the time being with the administration of this Act, and includes any Minister of the Crown by whom the matters to which this Act relates were administered as from the first day of November, 1915.
- “Prescribed” means prescribed by this Act or the regulations.
- “Regulations” means regulations made under this Act.
- “Sell” includes barter and exchange, and “Sale” has a corresponding interpretation.
- “States” means the States of New South Wales, Victoria, and South Australia, and where not inconsistent with the context includes the State of Western Australia.
- “*This Act*” includes the regulations.
- “Vendor” includes any person who delivers wheat to a Government Agent or his representative to be disposed of under the provisions of this Act.
- Application of Act. 3. This Act shall apply to wheat harvested during the season 1915-1916, and its operation may be extended by Proclamation to wheat harvested during the season 1916-17.
- Power to appoint advisory committee. 4. (1.) The Governor may, if he thinks fit, appoint a committee of not exceeding five persons to advise the Minister upon matters relating to the administration of this Act.
- (2.) Any person appointed a member of such committee shall hold such office at the will of the Governor, and may receive such fees for his attendance at the meetings of the committee, and such travelling allowance as the Governor may think fit.
- Power to join in scheme for marketing wheat harvest. 5. (1.) The Government of Western Australia may join, and as from the first day of November, One thousand nine hundred and fifteen, shall be deemed to have had lawful authority to join,
- See Vic., No. 2812, sec. 4.

with the Government of the Commonwealth and the Governments of the States of New South Wales, Victoria, and South Australia in settling the terms of a scheme for concerted action in the marketing of the Australian Wheat harvest of the season 1915-16 outlined at the conference hereinbefore mentioned, or any modification thereof, and in formulating any scheme for concerted action for the like purpose, or any modification of any such scheme; and the Premier or any other responsible Minister of the Crown may, on behalf of the Government of Western Australia, agree, and as from the first day of November, One thousand nine hundred and fifteen, shall be deemed to have had lawful authority to agree, to any scheme or modification as aforesaid; and may do, and as from the first day of November, One thousand nine hundred and fifteen, shall be deemed to have had lawful authority to do, any acts, matters, and things necessary or expedient to carry the same into operation.

(2.) All acts and proceedings heretofore done and taken by the Government of the State of Western Australia, or the Premier or other responsible Minister of the said State, in the premises are hereby ratified.

(3.) The powers hereby conferred may by Proclamation be extended to the marketing of the Western Australian Wheat harvest of the season 1916-17.

6. (1.) For the purposes of the satisfactory marketing of the wheat harvest, and for the purposes of this Act—

Powers of Minister.
See Vic., No. 2812,
sec. 5.

(a) the Minister, whether in conjunction with Ministers of the Crown representing the Commonwealth and the States or otherwise, may buy or sell or arrange for the purchase or sale of wheat, and do all acts, matters, and things necessary or expedient in that behalf accordingly; and in particular, but without limiting the generality of the foregoing powers—

(i.) may appoint or employ such agents, officers, servants, and other persons as are necessary, and with the approval of the Minister of the Department concerned, make use of the services of any of the officers or employees of the Public Service;

(ii.) may arrange with any bank or banks for financial accommodation; and

(b) the Colonial Treasurer, on behalf of the Government of Western Australia, may arrange with the Government of the Commonwealth of Australia for guaranteeing to the Commonwealth a refund of any shortage for

Government
guarantee to
refund certain
amounts if paid
by Commonwealth.

which the Government of Western Australia is liable in respect of any operations pursuant to this Act which has been made good by the Commonwealth, and any moneys payable by the Government of Western Australia under such arrangement shall be provided out of moneys to be appropriated by Parliament for the purpose.

Rights of officers preserved.

(2.) Where the Minister makes use hereunder of the services of any officer of the Public Service, any existing or accruing rights of any such officer shall not thereby be prejudiced, but shall remain in full force and effect as if such officer had continued and was in the Public Service under the control of the Public Service Commissioner.

(3.) The powers conferred by this section shall be deemed to have been lawfully conferred on the Minister and the Colonial Treasurer, respectively, as from the first day of November, One thousand nine hundred and fifteen, and all acts and proceedings within the scope of this section heretofore done are hereby ratified.

Certain agency agreements confirmed.

7. The agency agreements made in the terms of the First and Second Schedules hereto, with the agents named in the Third Schedule hereto, on the respective dates therein stated, are, subject as hereinafter provided, ratified and confirmed.

Vendors bound by conditions of Schedule B to agency agreement.

8. All persons who have delivered and may hereafter deliver wheat to a Government agent, and shall have received or may hereafter receive from such agent an acknowledgment in the form or to the effect of Schedule B to the form of agreement set out in the First and Second Schedule hereto, shall be bound by the provisions of this Act and the conditions set out in such acknowledgment; and if any such person is a settler to whom advances have been made under the Industries Assistance Act, 1915, he shall be deemed to have authorised the issue of the certificate set out in the said Schedule B, and payments on account of the final balance, to the Industries Assistance Board on his behalf.

Contracts not assignable.

9. (1.) The interest of a vendor under the acknowledgment and certificate issued by a Government agent shall not be transferred or assigned without the consent in writing of the Minister first obtained.

(2.) The issue of a certificate for an interim advance to a vendor, and all payments to him on account of the final balance, shall discharge the Government from the claims of all other persons in respect of the wheat to which such certificate and payments relate, except the claims of encumbrancers of which express notice shall have been received by the Minister before issue of such certificate or payment.

10. (1.) During such time as the Governor shall by proclamation declare that this section shall have effect, no person in Western Australia shall, except as prescribed, sell wheat to or buy wheat from any other person in Western Australia for delivery in Western Australia, except to or from the Minister or persons authorised by him.

Prohibition of sales, etc., of wheat except to Minister.
Vic. No. 2812, s. 6.

(2.) Any person guilty of a contravention of the provisions of this section shall be liable to a penalty not exceeding five hundred pounds:

Provided that no prosecution under this section shall be commenced without the authority in writing of the Attorney General.

(3.) The Minister may, as prescribed, exempt (either generally or in any particular case) from the operation of this section—

Exemptions.

- (a) sales or purchases of seed wheat by growers of wheat to or from growers of wheat for *bona fide* use by the purchasers in their farming operations;
- (b) sales by wheat-growers or purchases from wheat-growers of wheat of a quality below that fit for milling purposes for *bona fide* use by the purchasers as food for their poultry and stock;
- (c) sales or purchases of wheat grown by any wheat-grower in areas of limited production of wheat specified by the Minister; and
- (d) such other sales and purchases as are prescribed.

(4.) The Minister may at any time by notification published in the *Government Gazette* revoke any such exemption.

11. (1.) Every contract made in Western Australia before or after the commencement of this Act so far as it relates to the sale of Western Australian wheat or flour for delivery in Western Australia, shall, when specified by the Minister in a notification published in the *Government Gazette*, be and is hereby declared to be and to have been void and of no effect so far as such contract has not been completed by delivery at the date of such notification: Provided that for the purposes of this section any such contract shall be deemed to be severable.

Contracts for sale of wheat and flour.
See Vic., No. 2812, s. 7.

(2.) Any transaction or contract with respect to any wheat or flour which is the subject-matter of any contract or part of a contract which is by this section declared to be void shall also be void and of no effect, and any money paid in respect of any contract hereby made void or of any such transaction shall, to the extent to which the said contract or transaction is made void, be repaid.

(3.) The Minister may cause to be seized and compulsorily acquired upon the terms and conditions on which wheat may be purchased under this Act, any wheat acquired by any person after the 30th day of September, 1916.

(4.) Nothing in this or the last preceding section shall apply to wheat or flour the subject of an interstate contract.

Notice of mortgage, lien, etc., to be given to Minister.

See Vic., No. 2812, s. 8.

12. (1.) Every person claiming to hold any mortgage, charge, lien, or other encumbrance whatsoever of or upon or over any crop of wheat of any other person or of or upon or over the grain harvested from such crop, shall give notice in writing to the Minister of such mortgage, charge, lien, or encumbrance.

Effect of failure to give notice.

(2.) Any person who fails to give such notice shall not be entitled to maintain an action against His Majesty or the Minister or any person acting under or pursuant to the authority of this Act in respect of the said wheat, or for the proceeds of the sale of the wheat harvested from such crop, or of the wheat alleged to be subject to such mortgage, charge, lien, or encumbrance, or for damages for the conversion or detention of such wheat.

(3.) This section shall not affect the operation of subsection (2) of section nine.

Commissioner of Railways may refuse to carry certain wheat.

Vic., No. 2812, s. 9.

13. Notwithstanding anything in the Government Railways Act, 1904, or the law relating to common carriers, the Commissioner of Railways may on the request of the Minister refuse to carry any wheat or flour (not the subject of an interstate contract) owned by any specified person in Western Australia to any person in any other place in Western Australia or, except as prescribed, to deliver any such wheat or flour.

Protection of Government's property in wheat.

14. The property in all wheat in the possession of agents, including wheat appropriated to the purposes of clause ten of agreements made in the form in the Second Schedule and in the products of such wheat, shall continue in the Crown, until supplies are taken by the agent and paid for as in the said clause ten provided; and so long as the property in such wheat and the products thereof continues in the Crown, the agent shall not be deemed the reputed owner thereof under the laws relating to bankruptcy, nor shall the provisions of the Bills of Sale Act, 1899, or any Act amending the same apply.

Accounts of receipts and disbursements to be kept.

Vic., No. 2812, s. 10.

15. (1.) The Minister shall cause books to be provided and kept and true and regular accounts to be entered therein of all sums of money received and paid for or on account of this Act or pursuant thereto, and of the several purposes for which sums of money have been received and paid.

(2.) The accounts of all moneys received and paid as aforesaid shall be audited by the Auditor General at such times as are prescribed, and the Auditor General shall have, with respect to such accounts, all the powers conferred on him by the Audit Act, 1904.

(3.) The Minister shall, at such times as are prescribed, furnish to the Governor in Council a true copy of the accounts so audited as aforesaid, together with a particular statement of the moneys received by the Minister and of the expenditure thereof.

(4.) Copies of such accounts and of such statement shall be laid before both Houses of Parliament.

16. All money required for carrying this Act into full execution shall, so far as the same are not provided for under or pursuant to this Act, be defrayed out of moneys to be hereafter appropriated by Parliament for the purpose.

Balance of moneys required to be subsequently appropriated by Parliament for the purpose. Vic., No. 2181, s. 11.

Provided that all expenditure in the administration of this Act shall be a charge upon the proceeds of the marketed wheat.

17. An agreement dated the twentieth day of October, One thousand nine hundred and sixteen, and made between the Colonial Treasurer and the Commonwealth Bank, whereby certain advances by the said bank to an amount not exceeding Two hundred and fifty thousand pounds were guaranteed on behalf of the State Government, is hereby ratified.

Ratification of agreement between Colonial Treasurer and Commonwealth Bank.

18. The Governor in Council may make regulations—

- (a) prescribing the duties of agents, officers, servants, and other persons appointed by the Minister pursuant to this Act;
- (b) for all matters required or permitted by this Act to be prescribed; and
- (c) generally for all matters necessary or expedient for carrying out the provisions and the purposes of this Act.

Power to make regulations. Vic., No. 2181, s. 12.

FIRST SCHEDULE.

AN AGREEMENT made the.....day of....., One thousand nine hundred and fifteen, between the Honourable WILLIAM DARTNELL JOHNSON, Minister for Lands and Agriculture (herein contracting as such Minister for and on behalf of His Majesty's Government of Western Australia, and hereinafter with his successors in office referred to as "the Minister"), of the one part, and..... of (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 in receiving, stacking, storing, protecting, railing, and shipping wheat under the Government scheme for marketing the 1915-16 harvest.

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) on his own account, or on behalf of any other person, except the Government, without the authority of the Minister first obtained.

3. The Agent will not operate in mill towns (Northam, York, Narrogin, Katanning, Wagin, Kellerberrin, and Geraldton) so far as such operations would restrict the acquisition by millers of wheat for their local milling requirements. Such requirements may equal but shall not exceed the full capacity of the Mill in each town.

4. The duties of the Agent shall include—

(a) Soliciting for farmers' wheat and receiving same from wagons, trucks, or other vehicles, weighing, sampling, classifying, valuing, tallying, stacking, and unstacking, providing stacking grounds, dunnage and other sufficient protection from weather, re-sampling and re-conditioning and supplying new bags for transport where necessary, loading on railway trucks (to full capacity of trucks) consigning, checking and certifying railway accounts and charges; shipping the wheat, and obtaining all proper shipping documents; and issuing to the farmer interim receipts and certificates in the prescribed form:

Provided that if the Minister shall so direct—

(b) in lieu of the wheat being received from the farmer locally, delivery shall be taken by the Agent at the port of shipment; or

(c) in lieu of shipping the wheat, it shall be held and protected by the agent, and disposed of locally under the Minister's instructions.

The Agent shall also, if and when required so to do—

(d) Receive from millers their surplus wheat and ship the same in accordance with the Minister's directions.

Nothing herein expressed or implied shall compel one Agent to accept other than good f.a.q. shipping wheat from another Agent, except by mutual consent and arrangement as to deduction for inferiority.

5. 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 shall from time to time be issued by the Agent to the farmer in the form in the Schedule "B," and a duplicate of every such certificate shall be forwarded to the Minister forthwith. Every such certificate shall have the Minister for Lands' seal embossed thereon.

6. The Agent undertakes and agrees—

- (a) On completion of every shipment to deliver to the Minister, or as he may direct, a complete set of shipping documents.
- (b) That whenever a vessel is loading at a Port in Western Australia, all wheat held by the Agent under this agency shall be available for shipment by such vessel under the orders of the Minister.
- (c) 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.
- (d) To allow such auditor 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.

6a. In dealing with a full cargo vessel the Agent is to attend to the customary work in connection with the vessel for the customary fees paid by the ship. The Agent will see that the terms of the charter party are duly carried out, attend to ship's disbursements on account of the Minister, and make such advances against freight as may be necessary in accordance with charter party, being re-imbursed for same by the Minister. The Agent to collect all chartering commission and other rebates payable, and to account for the same to the Minister.

All bills of lading for full cargoes to be on the Commonwealth Form in the name of the Australian Wheat Board, and to order.

The usual Australian Steamship Companies' bills of lading to be used for parcels.

7. 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 weather, theft, accidents to stack, faulty bagging, or other cause whatsoever.

Provided that the Agent shall not be responsible for loss or damage caused by fire, flooding from below, weevils, or plagues of mice, if any such loss or damage is notified to the Minister so soon as it is ascertained. 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 twenty-five of this Agreement.

8. (1) The Agent guarantees :—

- (a) That all wheat received by him under this agency shall be of the quality, condition, and weight stated in the Certificate 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, or otherwise to a lien or charge, the certificate shall not be issued except to the Industries Assistance Board, or to the holder of the registered lien or charge, as the case may be ; Provided that a list of the debtors to the Industries Assistance Board is supplied to the Agent by the Board, and provided also that the names of other holders of registered liens or charges are published in the Trade Protection Journal.
- (c) That all wheat to which such certificates relate, of the quality, condition, and weight therein stated, shall be duly shipped, in accordance with the Minister's directions, or, if the Minister shall so direct, otherwise delivered or dealt with ; and
- (d) That the deduction (if any) from f.a.q. value which oversea or local buyers may claim and be awarded on the aggregate shipments and deliveries will not exceed the aggregate deductions provided for in such certificates.

(2) Weight to be plus natural increase—out-turn as regards weight of exported wheat to be determined by the aggregate of all shipments.

(3) This clause to be read and construed to mean that the Agent must discharge on oversea plus local deliveries equal weight to the total weight on certificates issued by him; failing this, the Agent to make good the difference, subject to any loss provided for in Clause 7; any excess weight to be for the Minister's account.

9. If on sale of a cargo or parcel a special and independent inspection and certificate are required, the cost thereof, including consular fees, to be on account of the Minister.

10. The Agent will not directly or indirectly allow any commission or rebate to any person, except by way of *bona fide* remuneration to sub-agents working under stamped agreements, which shall be at the proper current rates.

11. The responsibility of the agent will extend to any loss of wheat in transit on railways.

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

13. The remuneration to be paid by the Minister to the Agent and to be accepted by him in full satisfaction for all services to be rendered and obligations to be assumed shall, except as hereinafter provided, be threepence (3d.) per bushel of all wheat shipped by the Agent.

Provided that if delivery is taken by the Agent at port of shipment (*vide* paragraph 4 (b)), the remuneration shall be one penny farthing (1½d.) per bushel; or if the wheat is not for shipment but is to be disposed of locally (*vide* paragraph 4 (c)), the remuneration shall be one penny three farthings (1¾d.) per bushel.

Provided further that the Agent's remuneration in respect of wheat received from millers for shipment and duly shipped by the Agent shall be one penny farthing (1½d.) per bushel.

Provided also that in respect of the Agent's guarantee as to the out-turn, weight, and quality of shipments, and for supervision at port of discharge, the Agent is to receive a further remuneration at the rate of sixpence per ton, or if discharged at Mediterranean ports ninepence per ton, payable on out-turned gross weight (*vide* paragraph 8 (d)).

14. The remuneration to the Agent shall be payable as follows:—

One-half of the remuneration on certificates presented prior to the 25th day of every month shall be paid on or before the last day of the month, and the balance thereof shall be paid within seven days of presentation by the Agent to the Minister of the shipping documents (of wheat exported) or mill receipts (if delivered at mill); all payments to be made in Perth.

15. If the Minister shall from any cause whatever instruct shippers to work overtime at stacks or vessels, the difference between ordinary and overtime wages, payable by the Agent, shall be paid by the Minister.

16. The proper and usual charges of the Fremantle Harbour Trust Commissioners, and like charges at other ports to be paid by the Minister, at the following rates:—

GERALDTON—In and out of stack	2½d. per bag.
Storage—No charge to be made—Handling on the Wharf, Railway Charge	1s. 2d. per ton.
BUNBURY—In and out of stack	2d. per bag.
Storage—Fremantle Harbour Trust Rates —Handling on the Wharf	1s. per ton.
Covering stack	½d. per bushel.
ALBANY—In and out of stack	2d. per bag.
Storage—Fremantle Harbour Trust Rates —Handling on the Wharf	1s. 2d. per ton.
Extra Shunting Charge for shed wheat ..	4d. per ton.

17. The Minister will apportion to the respective Agents all tonnage available in ratio to the respective quantities received by them, as equitably as circumstances will permit.

18. All railway shunting charges either at forwarding or receiving stations to be treated as raling charges.

19. (1) The Agent will bear and pay the cost and expenses of and incidental to all operations, work, and duties to be carried out under this Agreement, except jetty, wharf, and harbour dues, and railway and shipping freights.

(2) The Agent will not be called upon to pay ordinary railway demurrage provided that all reasonable and proper means to expedite loading and unloading the wheat are used, otherwise the Agent shall pay and bear railway demurrage charges.

(3) The Agent will bear and pay all money properly chargeable by the master or owners of any vessel as demurrage, unless the delay in loading the vessel was due to causes beyond the control of the Agent.

20. The Agent will supply and deliver to the Minister such daily or other returns as the Minister may from time to time require and direct.

21. (1) This agreement shall continue in force from the date thereof until the 30th day of September, 1916, with the right to the Minister to continue its operations for such period as may be reasonably required for shipping wheat remaining on hand after the last mentioned date, subject to such modification of any of the terms of this Agreement as may be mutually agreed upon, or which under the then existing circumstances may be equitable: Provided that this Agreement shall nevertheless be determinable by the Minister in the meantime if in his opinion the duties of the Agent 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.

(3) Provided that the Minister may, in lieu of wholly terminating the Agent's authority, at any time without previous notice revoke the Agent's authority in part or parts, so far as it relates to the receiving of wheat or any other work and duties under this Agreement, and in every such case or cases the Agent shall and will continue to perform the work and duties under this agreement, except so far as the authority to perform the same has been revoked as aforesaid.

SCHEDULE "B."

Western Australian Government Scheme for marketing the Wheat Harvest, 1915-16.

Place

Date.....

To.....

of.....

The undersigned acknowledge to have received on behalf of the Western Australian Government from you.....bags.....bushels.....lbs. of wheat for which interim receipts have been given to you.

The annexed certificate will enable you to receive from the Bank therein named an interim advance at the rate of 3s. per bushel for f.a.q. standard wheat, less railage and deductions as stated.

PARTICULARS.

	£	s.	d.
.....bags.....bushels.....lbs., quality			
f.a.q. at 3/- per bushel			
.....bags.....bushels.....lbs., quality			
.....pence under f.a.q. at .../... per bushel ..			
.....bags.....bushels.....lbs., quality			
.....pence under f.a.q. at .../... per bushel ..			
.....bags.....bushels.....lbs., quality			
.....pence under f.a.q. at .../... per bushel ..			
.....bags.....bushels.....lbs., quality			
.....pence under f.a.q. at .../... per bushel ..			
DEDUCTIONS.			
.....sacks unfit for shipment			
Railway freight,.....bushels.....lbs. at			
.../... per bushel			
Net amount	£		

A certificate for an advance of such net amount is annexed

In satisfaction of all further claim in respect of the wheat mentioned in the annexed certificate, you will be entitled to the extent of the quantity of wheat above stated to participate in an equal distribution of the net proceeds in excess of 3s. per bushel of the whole of the Western Australian wheat (1915-16 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.

This acknowledgment and the annexed Certificate are issued on the understanding that in consideration of the Government undertaking to receive and market the wheat the Government is authorised by you to handle and sell the said wheat in conjunction with other wheat in such manner as the Government may deem to be to the best advantage, and that you agree to accept final settlement at such time as the Government is able to close accounts.

.....Government Agent.

SCHEDULE "B"—continued.

Western Australian Government Scheme for marketing the Wheat Harvest, 1915-16.

CERTIFICATE.

NOT NEGOTIABLE.

Place

Date.....

To the Manager,

.....

(Insert name of Bank.)

This is to certify that.....
of.....is entitled to an.....
interim advance in respect of.....bags of
wheat received from him by the undersigned on behalf of the Western Australian
Government, as follows:—

					£	s.	d.
.....bags.....bushels.....lbs.	at	3s.	per				
bushel for f.a.q. standard	..	..	..	..	..	..	..
LESS DEDUCTIONS—					£	s.	d.
Dockage	..	..	..	..	..	..	..
.....sacks unfit for shipment	..	..			
Railway Freight	..	..	..	..	..	..	..

Net advance	..	..	..	..	£
Interest, if any (to be inserted by Banker)	..	..	..	..	£
					£		

For the Government of Western Australia,

.....
Government Agent.

This Certificate will carry interest at 4 % per annum from the date of issue until presented to a Bank for payment, provided that it be not presented within one calendar month of its date.

I acknowledge to have received the sum of £ : :

Signature.....

SIGNED by the said William Dartnell Johnson, as Minister for Lands and Agriculture, for and on behalf of His Majesty's Government of Western Australia, in the presence of }
..... }
SIGNED by the said..... }
.....in the presence of... }

SECOND SCHEDULE.

AN AGREEMENT made the.....day of.....
One thousand nine hundred and fifteen, between the Honourable WILLIAM DARTNELL JOHNSON, Minister for Lands and Agriculture (herein contracting as such Minister for and on behalf of His Majesty's Government of Western Australia, and hereinafter with his successors in office referred to as "the Minister"), of the one part, and.....
of.....(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 1915-16 harvest.

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, of which returns shall be made as required and which shall be sold for seeding purposes only, and not milled) on his own account, or on behalf of any other person except the Government, without the authority of the Minister first obtained. Provided that this clause shall not be deemed to prevent the gristing of wheat for farmers' personal requirements not exceeding one hundred and fifty bushels for each farmer, or the sale of wheat required for the Agent's ordinary produce trade, or of screenings.

3. The Agent will not operate in mill towns (Northam, York, Narrogin, Katanning, Wagin, Kellerberrin, and Geraldton) so far as such operations would restrict the acquisition by millers of wheat for their milling requirements. Such requirements may equal but shall not exceed the full capacity of the mill in each town.

4. The duties of the Agent shall include—

(a) Soliciting for farmers' wheat and receiving same from wagons, trucks, or other vehicles, weighing, sampling, classifying, valuing, tallying, stacking, and unstacking, providing stacking grounds, dunnage and other sufficient protection from weather, re-sampling and re-conditioning and supplying new bags for transport where necessary, loading on railway trucks (to full capacity of trucks) consigning, checking and certifying railway accounts and charges; and issuing to the farmer interim receipts and certificates in the prescribed form.

5. 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 shall from time to time be issued by the Agent to the farmer in the form in the Schedule "B," and a duplicate of every such certificate shall be forwarded to the Minister forthwith. Every such certificate shall have the Minister for Lands' seal embossed thereon.

Provided that it shall be lawful for the Agent to pay on his own account to the farmer a premium for wheat of special variety or quality, in view of the acquisition thereof by the Agent for his own legitimate milling purposes (*vide* Clause 10).

6. 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 auditor 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.

7. 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 weather, theft, accidents to stack, faulty bagging, or other cause whatsoever.

Provided that the Agent shall not be responsible for loss or damage occasioned by strikes or lock-outs, or caused by fire, flooding from below, weevils, or plagues of rats or mice, if any such loss or damage is notified to the Minister so soon as it is ascertained. 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 twenty-three of this Agreement.

8. (1) The Agent guarantees :—

(a) That all wheat received by him under this agency shall be of the quality, condition, and weight stated in the Certificate 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, or otherwise to a lien or charge, the certificate shall not be issued except to the Industries Assistance Board, or to the holder of the registered lien or charge, as the case may be : Provided that a list of the debtors to the Industries Assistance Board is supplied to the Agent by the Board, and provided also that the names of other holders of registered liens or charges are published in the Trade Protection Journal.

(2) Natural increase, if any, in weight, to be on account of the Government.

9. The responsibility of the agent shall extend to any loss of wheat in transit on railways.

10. The Agent may acquire from the Minister for the agent's own legitimate milling purposes so much of the wheat received by him under this agency as the Minister may deem to be reasonably required for such purposes.

The Agent shall furnish to the Minister from time to time at such intervals as the Minister may direct, a statement in writing of his said requirements for local consumption for the period therein mentioned. Wheat may be appropriated to the purposes of this clause for as many weeks in advance as the Minister may think fit, and such wheat shall be paid for from time to time in advance on the Monday in each week in respect of one week's supply, in proportion to the appropriation for the aggregate number of weeks, at a price to be fixed for the time being by the Minister on the advice of the State Wheat Committee.

Provided that so far as wheat is appropriated for gristing flour for export payment shall be made for the same at the price fixed as aforesaid as and when such wheat is so appropriated, except so far as may be otherwise mutually agreed.

11. All wheat acquired by the agent under this agency and for the time being under his control, so far as the same is in excess of his reasonable milling requirements and for his ordinary produce trade, shall be held to the order of the Minister and shall be railed at owner's risk rates by the agent to a port for shipment or other destination on the Minister's instructions.

12. Except as hereinafter provided the remuneration to be paid by the Minister to the agent and to be accepted by him in full satisfaction for all services to be rendered and obligations to be assumed by him, shall be one penny three farthings (1¾d.) per bushel in respect of all wheat acquired by the agent in excess of the wheat used for his own legitimate milling requirements as aforesaid.

So far as wheat acquired by the Agent is used for his own legitimate milling requirements as aforesaid, such remuneration shall not be payable ; and so far as any wheat so required by the agent and used for his own legitimate milling requirements was local wheat received into the agent's mill direct from farmers' wagons, the agent will pay to the Minister in addition to the price fixed as aforesaid a further sum equal to one half-penny ($\frac{1}{2}$ d.) per bushel.

13. All wheat received on the agent's mill premises, to the extent of his estimated milling requirements, and the flour yielded therefrom, shall be insured against loss or damage by fire by and at the expense of the agent in the name and to the satisfaction of the Minister, unless otherwise mutually arranged between the Minister and the Agent.

14. All wheat acquired by the Agent under contracts of sale made prior to the first day of December instant (except so far as such wheat was delivered to the agent at sidings prior to such date) of which returns are to be furnished by the Agent, shall be deemed to have been acquired by the Agent on behalf of the Minister under this agency ; but the Agent shall be responsible for payment of the contract price to the farmer. For such wheat the Agent will receive such certificate for an interim advance and will be entitled to participate in the net proceeds of all marketed wheat on the same footing as the farmer.

The Agent may acquire such wheat from the Minister for his own legitimate requirements at the current price as fixed by the State Wheat Committee, but such price shall be subject to adjustment on the ultimate realisation of the harvest, to a price equal to such rate per bushel as is receivable by the farmer under this scheme.

15. The Agent will not directly or indirectly allow any commission or rebate to any person, except by way of *bona fide* remuneration, to sub-agents working under stamped agreements, which shall be at the proper current rates.

16. The responsibility of the agent will extend to any loss of wheat in transit on railways.

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

18. (1) The Agent will bear and pay the cost and expenses of and incidental to all operations, work, and duties to be carried out under this Agreement.

(2) The Agent will not be called upon to pay ordinary railway demurrage provided that all reasonable and proper means to expedite loading and unloading the wheat are used, otherwise the Agent shall pay and bear railway demurrage charges.

19. The Agent will supply and deliver to the Minister such daily or other returns as the Minister may from time to time require and direct.

20. (1) This agreement shall continue in force from the date thereof until the 30th day of September, 1916, with the right to the Minister to continue its operations for such period as may be reasonably required for shipping wheat remaining on hand after the last mentioned date, subject to such modification of any of the terms of this Agreement as may be mutually agreed upon, or which under the then existing circumstances may be equitable : Provided that this Agreement shall nevertheless be determinable by the Minister in the meantime if in his opinion the duties of the Agent 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.

(3) Provided that the Minister may, in lieu of wholly terminating the Agent's authority, at any time without previous notice revoke the Agent's authority in part or parts, so far as it relates to the receiving of wheat or any other work and duties under this Agreement, and in every such case or cases the Agent shall and will continue to perform the work and duties under this agreement, except so far as the authority to perform the same has been revoked as aforesaid.

21. 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 schedules hereto shall be modified so far as the Minister may require.

22. As a guarantee for the due observance and performance by the Agent of his duties and obligations under this Agreement, the Agent will enter into a joint and several bond by himself and a surety to be approved by the Minister for the sum of £500 sterling for mills of a capacity of not exceeding 2,000lbs. per hour, and of £1,000 sterling for mills exceeding that capacity, and in such form as the Minister may require.

23. 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."

24. 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.

IN WITNESS whereof the parties hereto have set their hands the day and year first above written.

SCHEDULE "A."

(As in the Form of Agreement in First Schedule.)

SCHEDULE "B."

(As in the Form of Agreement in Second Schedule.)

THIRD SCHEDULE.

PART I.

Name of Agent under agreement in the form of the First Schedule.	Date of Agreement.
Dalgety and Company, Limited	10th January, 1916.
James Bell and Company	7th January, 1916.
John Darling and Son	5th January, 1916.
Louis Dreyfus and Company	5th January, 1916.
Ockerby and Company, Limited	22nd December, 1915.
Westralian Farmers, Limited	22nd December, 1915.

PART II.

Name of Agent under agreement in the form of the Second Schedule.	Date of Agreement.
F. & C. Piesse	8th January, 1916.
Great Southern Flour Mills, Limited	10th December, 1915.
Ockerby and Co., Limited	24th December, 1915.
Peerless Roller Flour Mills	5th January, 1916.
Perth Roller Flour Mills	11th February, 1916.
Victoria District Co-operative Flour Milling Company, Limited	31st December, 1915.
Wagin Flour Milling Company, Limited	4th January, 1916.
William Thomas and Company, Limited	10th January, 1916.
York Flour Milling Company, Limited	29th December, 1915.