

## WHEAT MARKETING.

11° GEO. V., No. XXXIX.

No. 39 of 1920.

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

[Assented to 31st December, 1920.]

**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, 1920*.

2. The Wheat Marketing Act, 1916, as amended by the Wheat Marketing Act, 1918, the Wheat Marketing Act, 1918 (No. 2), and the Wheat Marketing Act, 1919, shall extend and apply to the wheat harvested during the season 1920-1921:

Extension of Acts to wheat harvested in 1920-21.

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

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

Authority for agency agreement. Schedule.

4. A subsection is hereby added to section ten of the Wheat Marketing Act, 1916, as follows:—

Amendment of Section 10 of principal Act.

(2A) Any contract made in contravention of this section shall be void unless the Minister shall otherwise determine.

Amendment of  
Section 13.

5. A paragraph is hereby added to section thirteen of the Wheat Marketing Act, 1916, as follows:—

While section ten of this Act is in operation, the Commissioner of Railways may refuse to carry any consignment of wheat exceeding five bags unless consigned to the Minister or a person authorised by him to receive the same.

Amendment of  
Section 14.

6. A paragraph is hereby added to section fourteen of the Wheat Marketing Act, 1916, as follows:—

‘This section shall extend to wheat acquired by the Minister and in possession of any person with the view to the purchase thereof, and to the products of such wheat, until such purchase is completed by payment to the Minister of the price of the wheat sold.’

Lost certificate.

7. (1) On proof to the satisfaction of the Minister that any certificate has been lost a duplicate certificate may be issued in place thereof, on the applicant for such duplicate giving security, to the satisfaction of the Minister, to indemnify him against all persons whatever in case the certificate alleged to have been lost is found again.

Provided that the Minister may require that six weeks at least before a duplicate certificate is issued, notice of the intention to issue such duplicate identifying the certificate by its number and the name of the person to whom it was issued shall, at the cost of the applicant for the duplicate certificate, be published in the *Gazette* and a newspaper circulating in the district wherein the applicant for a duplicate certificate resides, and that during such period such notice shall be re-published at the like cost in three issues of the *Gazette* and once a week in the newspaper.

(2.) When a duplicate certificate has been issued pursuant to this section, after publication of notice as afore-said, no person shall have any recourse against the Minister in respect of the original certificate unless notice in writing that such certificate has been transferred to or is held by such person has been given to the Minister at the office for the administration of the Wheat Marketing Act in Perth before the issue of the duplicate certificate.

(3.) Any notice in writing under subsection (2), given before or after the publication of notice of intention to issue the duplicate certificate, shall suffice.

## THE SCHEDULE.

Section 3.

## WHEAT ACQUIRING AGENCY AGREEMENT, 1920/21.

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, One thousand nine hundred and twenty, 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, Limited, Perth (hereinafter referred to as "the Agent"), of the other part, as follows:—

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

2. *Agency.*—The Agent will act as sole acquiring agent for and on behalf of the Government of Western Australia under the Government Scheme for marketing the 1920-21 Wheat Harvest as from the first day of December, One thousand nine hundred and twenty.

3. *No Private Dealing.*—The Agent undertakes and agrees that it will not during the continuance of this agency buy, sell, trade in, hold, store, or otherwise deal with any wheat.

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

- (a) Receiving wheat from farmers either from railway trucks, wagons, or other vehicles.
- (b) Weighing, marking weights on bags, seeing that all bags are branded with identity marks of vendor, 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, 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 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 railing or neatly stacking all dunnage and covering material in a convenient place in railway yard or as desired by Minister.
- (f) Issuing to the farmer receipts and certificates in the forms set out in the Schedule attached hereto.

5. *Wheat Certificates.*—

- (a) In respect of all wheat received by the Agent and its employees an interim receipt in form of the Schedule "A" shall be delivered to the farmer from whom the wheat is received, and in exchange for such interim receipts a Certificate for Advance, in the form of the Schedule "B," and a Certificate for Surplus, in the form of the Schedule "C," shall be issued by the Agent to the farmer, and a duplicate of every such certificate shall be forwarded to the Minister forthwith.
- (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, the certificates will be issued in the manner instructed by the Minister.

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

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

7. *Sub-agents.*—

- (a) The Agent will engage and provide employees, servants, and workmen fully skilled and competent for the work entrusted to them, to carry out its duties and take full responsibility for all acts and omissions committed or made by its employees, servants, and workmen, and shall make good 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, and shall be responsible for any rebagging or reconditioning in connection therewith: 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, workmen's strikes, riots or civil commotions, if any such loss or damage is notified to the Minister as soon as it is discovered. The amount of such loss or damage shall be fixed by the Minister subject to the right of the Agent to submit the matter to arbitration, pursuant to Clause 22 of this Agreement. Provided also, that when engaging employees, servants, or workmen, the agent or any person deputed by the agent for that purpose, preference of employment shall, all things being equal, be given to discharged soldiers.
- (b) All agreements made by the Agent with sub-agents or made by the sub-agents for the performance of any of the work required under this Agreement shall be subject to the approval of the Minister.

8. *Guaranteed Out-turn.*—

## (1.) The Agent 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, and any natural or other increase of weight 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.) The Agent must deliver to the Minister wheat equal at least to the total weight on certificates issued by him, subject to the proviso contained in Clause 7; failing this, the Agent to make good the difference on the basis of 10s. 6d. per bushel f.o.b., any excess weight to be for the Minister's account.

9. *Stacking.*—The Agent is responsible that the stacks shall be properly erected and dunnaged, provided that the necessary dunnage is supplied by or at the expense of the Minister when required by the Agent. The Agent will provide the work of protecting and covering stacks, and removing material therefrom as provided for in Clause 12 (1) (c); but shall not be responsible for providing any material in connection therewith.

10. *Loss in Transit.*—The Agent shall make good any loss of wheat in transit on railways.

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

12. *Remuneration.*—

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

(a) For all wheat trucked direct from farmers' wagons, five-eighths of a penny per bushel.

(b) For all wheat received from farmers, built into stack of not less than 20 bags high on the high side, when so required by the Minister, thence put into truck and consigned to Minister's order, one penny and an eighth of a penny (1½d.) per bushel. Such trucking to be completed by the end of May, 1921, or as mutually arranged.

(c) For work of roofing, screening, protecting and caretaking till end of May, 1921, such stacks as may be nominated by the Minister, and removing material therefrom as and when required by the Minister, one farthing per bushel of the wheat contained in the stacks.

(d) For issuing certificates, one fourth of a penny per bushel.

(e) For inspection, travelling expenses, supervision, contingencies, losses, liabilities, and the performance generally of all other duties and obligations of the Agreement, one farthing per bushel.

(f) For actual checking of sample and for tallies at points of delivery, one-eighth of a penny per bushel.

(2.) The remuneration is based upon the current rate of wages paid for wheat handling. Any increase in wages or any reduction in working time causing an increase in cost of handling to be paid by the Minister; provided, however, that the current rate of such 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, the remuneration provided for in Subclause (1) (a) and (1) (b) will not be payable.

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

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

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

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

15. *Termination.*—

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

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

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

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

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

19. *Limitation of Liability.*—The liability of the Agent under this Agreement is limited to a total of one-eighth of a penny ( $\frac{1}{8}$ d.) per bushel on the aggregate quantity of wheat to which this Agreement relates.

20. *Damages for Certain Breaches.*—Whenever and as often as it appears to the Minister that there has been a breach by the Agent of any of the provisions of Clauses 3, 4, 6, 14, or 21 of the Agreement, the Minister may, if he thinks fit, in lieu of pursuing any other remedy, or in the case of such a breach as is mentioned in paragraph (c) of Clause 6 in addition to the remedy therein provided for, refer the matter to the Advisory Committee, and for every such breach the Advisory Committee may, after giving the Agent an opportunity of being heard, direct that the Agent shall forfeit—

for every breach of Clause 3, the sum of ten pounds (£10);  
 for every breach of Clause 4, the sum of two pounds (£2);  
 for every breach of Clause 6, the sum of two pounds (£2);  
 for every breach of Clause 14, the sum of one pound (£1);  
 for every breach of Clause 21, the sum of five pounds (£5),  
 respectively, by way of liquidated and ascertained damages, and such amounts may be deducted from the remuneration payable under this Agreement to the Agent.

21. *Fiduciary Obligations.*—The Agent shall in all matters in connection with the Government Scheme for Marketing the 1920/21 wheat have due regard to its obligations to its principal as Agent under this Agreement, and *will not do anything prejudicial thereto* or subversive of the confidential and fiduciary relations between itself and the Minister or his officers.

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

Schedule "A."

Wheat Marketing Acts.  
(Western Australia.)

Book..... No.....  
GOVERNMENT SCHEME FOR MARKETING THE WHEAT HARVEST  
(1920-21).

Date.....  
Station.....

Interim Wheat Receipt.

The Westralian Farmers, Limited, 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.....  
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.....per bushel of the whole of the Western Australian  
wheat (1920-21 harvest) marketed through the agency of the Western Aus-  
tralian 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, Limited.  
Name of Bank....., at.....

Schedule "B."

No.....  
THE W.A. GOVERNMENT SCHEME FOR MARKETING THE WHEAT  
HARVEST, 1920-21.

Certificate for Advance of ..... per Bushel.

Date.....

This certifies that.....has, as Vendor to the Government  
of Western Australia under the above Scheme, delivered to The Westralian  
Farmers, Limited, 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	per bushel, amounting to ...	£	:	:
Less Dock	bus. lbs. at £	bus. lbs. at £	£	:
	bus. lbs. at £	bus. lbs. at £	£	:

Less deductions A/c, 20-21, 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) ..	£	:	:
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.....  
For The Westralian Farmers, Limited.

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, 1920-21.

*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, Limited, at.....Railway Siding.....bags  
.....bushels.....lbs. (.....bushels lbs.) of  
Wheat, and having received an advance on account of the purchase money thereof of per bushel, amounting to .. £ : :  
Less Dock bus. lbs. at £ bus. lbs. at £ £ : :  
bus. lbs. at £ bus. lbs. at £ £ : :

Less deductions A/c, 20-21, Cornsack Authority	£	Int.	£	:	:
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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, Limited.

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

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

The Common Seal of The Westralian Farmers, Limited, was hercunto affixed in the presence of—