

made in accordance with and shall incorporate the provisions of these regulations so far as applicable to contracts of purchase, and the rights and obligations of the parties shall be determined accordingly.

PART IV.—SALES OF WHEAT BY THE GOVERNMENT.

26. No sales of wheat shall be made by a Government broker on account of the Government except to persons holding a warrant issued by the Wheat Controller authorizing the holder to purchase wheat, and hereinafter referred to as a wheat-purchase warrant.

27. Every such warrant will contain such conditions and restrictions as the Wheat Controller thinks fit, and no sale shall be made to the holder otherwise than in conformity with these conditions and restrictions.

28. Every wheat-purchase warrant may be cancelled at any time for any reason which the Controller in his absolute discretion thinks sufficient.

29. No such warrant shall be transferable.

30. The Wheat Controller will in his absolute discretion allocate to each flour-mill in New Zealand its due quota of the total quantity of good milling-wheat estimated by him from time to time to be available during the year 1921, and the wheat-purchase warrants issued by the Controller to flour-millers will be based on the quota as so determined for the time being.

31. Each flour-miller will be required to purchase and take delivery of his full quota of wheat as soon as is practicable in the discretion of the Wheat Controller, and this obligation will be enforced by the Wheat Controller by withholding or cancelling the wheat-purchase warrant of any flour-miller who makes default herein.

32. Flour-millers will be required, in purchasing wheat, to purchase and take delivery of different kinds or qualities of good milling-wheat in such proportions as the Wheat Controller may from time to time determine, having regard to the respective quantities of such kinds or qualities available, and all Government brokers shall in effecting sales of wheat observe all directions given to them by the Wheat Controller in this behalf.

33. The price at which wheat is so sold by a Government broker on account of the Government shall be the price per bushel at which it was purchased by the broker on account of the Government, with the addition of 1½d. per bushel, together with the price of the sacks as aforesaid.

34. Payment for wheat so sold and delivered shall be made by the buyer to the Government broker on account of the Government, and the terms of payment shall be such as may be agreed upon between the buyer and the broker, being either cash on delivery, cash against shipping documents, or cash within seven days after delivery. All purchase-money in arrear and unpaid shall bear interest at the rate of 8 per centum per annum.

35. When wheat is sold for delivery by instalments, each instalment shall be treated as the subject of a separate contract, and payment shall be made accordingly.

36. All moneys so received by a Government broker shall be paid by him into the Public Account immediately on the receipt thereof, and all moneys not so paid into the Public Account shall bear interest at the rate of 8 per centum per annum until so paid.

37. Every Government broker will guarantee to the Government the due payment by the buyer of the purchase-money for all wheat so sold to him by that broker, and on default made by the buyer the purchase-money, with all accrued interest thereon, shall be recoverable by the Government from the broker.

38. After delivery to the buyer the wheat shall be in all respects at the buyer's risk, but the property in the wheat shall not pass to the buyer until the purchase-money has been received by the Government broker; and on default made by the buyer, the broker or the Wheat Controller may take and retain possession of the wheat on behalf of the Government as a security for the purchase-money.

39. Every contract made by a Government broker for the sale of wheat on account of the Government shall be made in accordance with and shall incorporate the provisions of these regulations so far as applicable to contracts of sale, and the rights and obligations of the parties shall be determined accordingly.

PART V.—TERMS OF EMPLOYMENT OF BROKERS.

40. In respect of every contract for the purchase of wheat by a Government broker on account of the Government the broker shall be entitled to receive from the Government a commission of 3d. for every bushel delivered in pursuance of and in conformity with that contract.

41. In respect of every contract for the sale of wheat by a Government broker on account of the Government the broker shall be entitled to receive from the Government a

commission of 3d. for every bushel delivered in pursuance of and in conformity with that contract.

42. It shall not be lawful for a Government broker to receive, directly or indirectly, any additional commission or remuneration from any party other than the Government in respect of the making of any such contract of purchase or sale; but nothing herein contained shall prevent the broker from receiving from any such party remuneration for services rendered in respect of storage or otherwise howsoever in addition to the service of making the contract of purchase or sale.

43. It shall not be lawful for any Government broker to give, offer, or promise to any person any rebate, refund, commission, allowance, gratuity, or other valuable consideration as an inducement to that person to sell or purchase wheat to or from the Government through that broker, or for the reason that he has so sold or purchased wheat.

44. It shall not be lawful for a Government broker to purchase, whether for himself or on account of any other person, any wheat of a quality inferior to good milling-wheat except under the authority of a license issued to the broker in that behalf by the Wheat Controller, and in accordance with the terms of that license. Any such license may be at any time cancelled by the Controller for any reason which in his absolute discretion he thinks sufficient.

45. In all matters within the scope of their employment and not specifically provided for by these regulations Government brokers shall act in accordance with directions from time to time received from the Wheat Controller.

46. Government brokers shall from time to time make to the Wheat Controller such returns relative to the business done by them as the Controller may require.

47. Every appointment of a Government broker shall be deemed to incorporate, as a contract between the broker and the Government, the provisions of these regulations so far as they relate to the rights, powers, duties, and liabilities of such brokers.

PART VI.—DISPUTES.

48. When any dispute arises as to whether any wheat offered to a Government broker for sale to the Government is good milling-wheat, or when any dispute arises as to whether any wheat delivered in fulfilment of any contract of purchase or sale entered into by Government brokers on account of the Government is in accordance with the contract in respect of kind, quality, or condition, the dispute shall be determined by a Government Grader, and his decision shall be final.

49. When any dispute, other than as mentioned in the last preceding clause, arises between the parties to any contract entered into by a Government broker on account of the Government, or between a Government broker and the Government, or between a Government broker and any seller or purchaser of wheat to or from the Government, touching the meaning or operation of these regulations or of any contract so entered into, the dispute shall be determined by the Wheat Controller, whose decision shall be final.

50. Nothing in the last two preceding clauses shall apply to any prosecution for an offence against these regulations.

51. (1.) Subject to the foregoing provisions as to the settlement of disputes, the following weights shall be accepted by all parties as the basis of settlement in all contracts for the purchase or sale of wheat by or to the Government:—

Wheat delivered direct to a mill—flour-millers' weights:
Wheat delivered free on board—customary free-on-board weights:

Wheat delivered ex store either to mills or free on board—ex-store weights.

(2.) The only deduction from such weights shall be 3 lb. tare per sack.

PART VII.—OFFENCES.

52. Every person shall be guilty of an offence against these regulations, and shall be liable accordingly, who does or attempts or conspires to do any act declared by these regulations to be unlawful.

53. Every Government broker shall be guilty of an offence against these regulations, and shall be liable accordingly, who commits any wilful breach of his contract with the Government under these regulations.

54. Every seller of wheat to the Government or purchaser of wheat from the Government under these regulations who commits a wilful breach of his contract with the Government shall be guilty of an offence against these regulations and shall be liable accordingly.

55. Every person who, being a servant or agent of any Government broker or of any such seller or purchaser of wheat, wilfully does any act whereby or in consequence of which such Government broker, seller, or purchaser breaks his contract with the Government shall be guilty of an offence against these regulations and shall be liable accordingly.

56. Every person who deceives or attempts to deceive a Government broker or the Wheat Controller in the exercise