

20. When wheat is sold to a Government broker without express agreement as to the month of delivery it shall be deemed to be sold for delivery in the month in which the contract is made.

21. When wheat is sold to a Government broker for delivery by instalments in different months, or on different terms or conditions, the sale of each instalment shall be deemed to be a separate contract.

22. Save in special cases at the express direction of the Wheat Controller, and on such terms as may be approved by him, wheat will be so purchased by a Government broker only on the terms that the seller will deliver the same to a purchaser from the Government as directed by the broker, whether free on board, free on rail, direct to the purchaser's store, or otherwise. Save as aforesaid, the Government broker will in no case accept delivery on behalf of the Government, or act as a warehouseman for the Government. The Government broker may, however, act at the same time as the broker, agent, or warehouseman either of the seller to the Government or of the buyer from the Government, on such terms as may be mutually agreed upon by the parties.

23. All wheat so purchased by the Government shall become the property of the Government on delivery thereof in accordance with the terms of the contract if the wheat is in conformity with the contract.

24. (1.) On such delivery of wheat the Government broker, on being satisfied that the wheat so delivered is in accordance with the contract, will forward to the Wheat Controller a voucher in duplicate, in such form as the Controller may require, authorizing the payment of the contract price.

(2.) The sum so payable will be paid by the Wheat Controller as imprestee to the seller, or to any other person authorized by the seller in that behalf by a written authority transmitted through the broker to the Controller.

(3.) Such payments will be made on the 1st and 14th days of each calendar month in the case of all vouchers duly received by the Controller at least seven days before any such pay-day.

(4.) If any pay-day is a holiday, payment will be made on the next following business day.

25. Every contract made by a Government broker for the purchase 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 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. Each flour-miller will be required to purchase and take delivery of the full quantity of each variety of wheat the purchase of which is authorized under these warrants 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 warrants of any flour-miller who makes default herein. All Government brokers shall in effecting sales of wheat observe all directions given to them by the Wheat Controller in this behalf.

31. 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 9d. per bushel.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. No wheat purchased from any seller other than the Government shall be used in the manufacture of flour save with the consent of the Wheat Controller and subject to such conditions, including the payment to him of 3s. per bushel, as he may decide.

PART V.—TERMS OF EMPLOYMENT OF BROKERS.

39. 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.

40. 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.

41. 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 services of making the contract of purchase or sale.

42. 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.

43. 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.

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

45. 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.

46. 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.

47. 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.

48. 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 the export agent appointed under Part X hereof, 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.

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

50. (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.

Wheat delivered into store for export—into-store weights as certified by the export agent appointed under Part X hereof.

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

PART VII.—OFFENCES.

51. 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.

52. 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.

53. 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