

(5) Save in special cases at the express direction of the Board, and on such terms as may be approved by it, wheat will be purchased by an authorized broker only when a purchaser from the Board is available and on the terms that the seller will deliver the same to such purchaser as directed by the broker whether free on board, free on rail, direct to the purchaser's store, or otherwise; and the name of the purchaser and the place of delivery by the seller shall be stated in the contract made by the seller with the broker.

(6) Save in special cases at the express direction of the Board, and in such terms as may be approved by it, no authorized broker shall accept delivery on behalf of the Board or act as a warehouseman for the Board:

Provided that an authorized broker may act as warehouseman either for the seller to the Board or for the buyer from the Board on such terms as may be agreed upon between warehouseman and customer.

7. All wheat purchased by the Board shall on delivery thereof in accordance with the terms of the contract, and if the wheat is in conformity with the contract, become as between the seller and the Board the property of the Board without prejudice to any rights of property therein as between the Board and a purchaser from the Board.

(8) Payment for wheat purchased by the Board shall be made as follows:—

(i) On delivery by the seller, the authorized broker, on being satisfied that the wheat so delivered is in accordance with the contract, will forward to the Board a voucher in duplicate in such form as the Board may require, signed by the authorized broker, and authorizing payment of the contract price.

(ii) The sum so authorized will be remitted by post by the Board to the seller or to any other person (including an authorized broker) authorized by the seller as his agent in that behalf by a written authority transmitted through the broker to the Board.

(iii) No part of the contract price payable by the Board to a seller shall be assignable or charged otherwise than by operation of law.

(iv) Payment will be remitted within twenty-one days of the receipt of the voucher by the Board, save that if the last day for remitting is a holiday payment will be remitted on the next following business day.

(9) Every contract made by an authorized broker for the purchase of wheat on behalf of the Board shall be made in accordance with, and shall be deemed to 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.

REGULATION 6.—WHEAT-PURCHASE WARRANTS.

(1) Any person desiring to purchase wheat from the Board shall apply to the Board for a warrant authorizing the person named therein to purchase wheat (hereinafter referred to as a wheat-purchase warrant), and the Board may in its discretion issue or refuse to issue any warrant.

(2) Every wheat-purchase warrant shall state the amount of wheat which the person named therein is thereby authorized to purchase, and shall contain such conditions and restrictions as the Board thinks fit, either generally or for any particular case.

(3) No wheat-purchase warrant shall be transferred or be assignable or charged otherwise than by operation of law.

(4) The Board may, for any reason which the Board in its absolute discretion thinks sufficient, and without the necessity of giving any preliminary notice of its intention so to do, revoke any warrant, and may give notice of such revocation to authorized brokers and to the person named in the warrant.

(5) Immediately notice of revocation is received by any person such warrant shall cease to be in force, so far as the person so notified is concerned, as an authority for sale of wheat on account of the Board or for a purchase of wheat by the person named in the warrant.

(6) Immediately notice of revocation of a warrant is given to the person named therein such person shall deliver the warrant to the Board for cancellation, unless he furnishes the Board with evidence to the satisfaction of the Board of the loss or destruction of the warrant.

(7) No authorized broker shall sell wheat on account of the Board to any person other than the holder of a wheat-purchase warrant for the time being in force.

(8) No authorized broker shall sell wheat on account of the Board to the holder of a wheat-purchase warrant otherwise than to the extent and subject to the conditions and restrictions appearing in the warrant.

(9) No person shall purchase wheat other than free wheat otherwise than in accordance with the terms of a wheat-purchase warrant issued to that person and for the time being in force.

(10) Every holder of a wheat-purchase warrant, if he be a manufacturer of wheat-products for human consumption, shall as soon as practicable purchase and take delivery of the full quantity of each variety of wheat the purchase of which is authorized under such warrant.

(11) If in the opinion of the Board any holder of a wheat-purchase warrant has failed to comply with the last preceding clause of this regulation the Board may withhold the issue of further warrants to such person or may revoke any warrant theretofore issued to such person.

(12) In the case of persons carrying on business in partnership a warrant issued to them jointly in their own names or in the name of the partnership firm shall authorize a joint purchase or purchases by them to the extent and subject to the conditions and restrictions appearing in the warrant.

(13) Any person aggrieved by any decision of the Board in respect of any matter dealt with under this regulation may appeal to the Minister whose decision shall be final and the Board and all parties shall comply with such decision.

REGULATION 7.—SALES OF WHEAT BY THE BOARD.

(1) The prices, terms, and conditions on which wheat is sold by the Board shall be such as the Board shall from time to time in its discretion fix, and the Board may fix varying prices for different qualities and kinds of wheat or for delivery at different times or places or otherwise.

(2) On effecting a sale of wheat on account of the Board the authorized broker shall at once endorse on the purchaser's wheat-purchase warrant such particulars of the transaction as the Board may prescribe.

(3) Payment for wheat sold by the Board shall be made by the buyer to the authorized broker on account of the Board, 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.

(4) All purchase-money in arrear and unpaid shall bear interest at the rate of 8 per centum per annum, payable on demand.

(5) 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.

(6) All moneys received by an authorized broker shall be paid by him to the Board immediately on the receipt thereof, and all moneys not so paid shall bear interest payable to the Board by the broker at the rate of 8 per centum per annum until so paid.

(7) Every authorized broker is deemed to guarantee to the Board the due payment by the buyer of the purchase-money for all wheat 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 Board from the broker.

(8) 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 authorized broker; and on default made by the buyer, the broker or the Board may take and retain possession of the wheat on behalf of the Board as a security for the purchase-money.

(9) Every contract made by an authorized broker for the sale of wheat on account of the Board shall be made in accordance with, and shall be deemed to 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.

(10) No person shall in the manufacture of wheat-products for human consumption, save in accordance with the terms of a consent in writing given by the Board, use—

(a) Wheat purchased from any seller other than the Board;

(b) Wheat sold by the Board for seed purposes only.

(11) Any consent given by the Board under the last preceding clause hereof may be given subject to such conditions as the Board may think fit, including a condition for payment to the Board of a sum not exceeding 3s. per bushel, and the Board may require the sum aforesaid to be paid to the Board before its consent is issued.

REGULATION 8.—DISPUTES.

(1) If any dispute arises as to whether any wheat offered to an authorized broker for sale to the Board is f.a.q. milling-wheat, or if any dispute arises as to whether any wheat delivered in fulfilment of any contract of purchase or sale entered into by authorized brokers on account of the Board is in accordance with the contract in respect of kind, quality, or condition, the dispute shall be determined by an authorized grader, and his decision shall be final.

(2) An authorized grader may enter upon the determination of any dispute on a reference thereof to him by the Board with or without the concurrence of the other party concerned, and may decide the matter referred to him upon his own knowledge and judgment or a personal examination of parcels and samples, as the case may require, without the necessity of calling evidence or hearing argument on behalf of the parties.

(3) If any other dispute arises between the parties to any contract entered into by an authorized broker on account of the Board, or between an authorized broker and the Board, or between an authorized broker and any seller or purchaser of wheat to or from the Board, touching the meaning or operation of these regulations, or of any contract so entered