

broker shall be entitled to receive from the Committee a commission of $\frac{1}{4}$ d. for every bushel delivered in pursuance of and in conformity with that contract.

(8) It shall not be lawful for an authorized broker to receive, directly or indirectly, any additional commission or remuneration from any party other than the Committee 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.

(9) It shall not be lawful for any authorized 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 Committee through that broker or for the reason that he has so sold or purchased wheat.

(10) It shall not be lawful for any person to give, offer, or promise to an authorized broker any allowance, gratuity, or other valuable consideration as an inducement to that broker to sell or purchase on behalf of the Committee wheat to or from that person or any other person or for the reason that such broker has so sold or purchased wheat.

(11) In all matters within the scope of their employment and not specifically provided for by these regulations, the authorized brokers shall act in accordance with directions from time to time received from the Committee.

(12) Authorized brokers shall from time to time make to the Committee such returns relative to the business done by them as the Committee may require.

(13) Every appointment of an authorized broker shall be deemed to incorporate, as a contract between the broker and the Committee, the provisions of these regulations so far as they relate to the rights, powers, duties, and liabilities of such brokers.

(14) The Committee may prescribe forms of contract-note to be used respectively in purchases and sales of wheat by the Committee, and may prescribe different forms of contract-note for different cases; and every authorized broker shall use such prescribed form (if any) as the case may require.

(15) It shall not be lawful for any person to give, offer, or promise, either directly or indirectly, to any grower any allowance, gratuity, or other valuable consideration which shall in any way arise out of or be connected with the sale of such grower's wheat to the Committee.

(16) It shall not be lawful for any grower to receive or offer to receive, either directly or indirectly, from any person any allowance, gratuity, or other valuable consideration which shall in any way arise out of or be connected with the sale of such grower's wheat to the Committee.

REGULATION 5.—PURCHASE OF WHEAT BY THE COMMITTEE.

(1) The Committee shall (subject always to the provisions of clause (5) of this regulation) purchase all wheat offered to the Committee for sale, whether by the wheatgrower or any other person, except—

- (a) Wheat that has already been purchased and resold by the Committee;
- (b) Wheat that is not f.a.q. milling-wheat;
- (c) Wheat that has been purchased by any person as free wheat, whether or not the same has subsequently been dressed or conditioned or mixed or treated in any way so that the resultant grain is, or is equal in quality to, f.a.q. milling-wheat;
- (d) Wheat exempted from these regulations by resolution under clause (7) of Regulation 3 hereof:

Provided that nothing contained in this clause shall authorize any person to sell wheat of any quality (not exempted by resolution under clause (7) of Regulation 3 hereof) otherwise than to the Committee, unless and until it has been offered to an authorized broker for sale to the Committee in pursuance of these regulations and has been rejected as being not f.a.q. milling-wheat.

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

(3) When wheat is sold to an authorized broker without express agreement as to time of delivery it shall be deemed to be sold for delivery in the month in which the contract is made.

(4) When wheat is sold to an authorized broker for delivery by instalments at different times or on different terms or conditions the sale of each instalment or of each parcel to which separate terms or conditions apply shall be deemed to be a separate contract.

(5) Save in special cases at the express direction of the Committee, and on such terms as may be approved by it, wheat will be purchased by an authorized broker only when a purchaser from the Committee 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 Committee, and in such terms as may be approved by it, no authorized broker shall accept delivery on behalf of the Committee or act as a warehouseman for the Committee:

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

(7) All wheat purchased by the Committee 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 Committee the property of the Committee without prejudice to any rights of property therein as between the Committee and a purchaser from the Committee.

(8) Payment for wheat purchased by the Committee 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 Committee a voucher in duplicate in such form as the Committee 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 Committee 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 Committee.

(iii) No part of the contract price payable by the Committee 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 Committee, 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 Committee 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 Committee shall apply to the Committee for a warrant authorizing the person named therein to purchase wheat (hereinafter referred to as a wheat-purchase warrant), and the Committee may in its discretion issue or refuse to issue any warrant.

(2) (a) Every wheat-purchase warrant relating to wheat intended to be used for the manufacture of wheat-products for human consumption shall state the name and locality of the mill or factory where such wheat is intended to be so used.

(b) Every person commits an offence who, without the previous written consent of the Committee, uses for the manufacture of wheat-products for human consumption any wheat referred to in a wheat-purchase warrant relating to wheat intended to be so used if such manufacture is carried out elsewhere than in the mill or factory the name and locality of which is stated in the said wheat-purchase warrant.

(3) 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 Committee thinks fit, either generally or for any particular case.

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