

(5) The Committee may, for any reason which the Committee 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.

(6) 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 Committee or for a purchase of wheat by the person named in the warrant.

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

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

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

(10) 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.

(11) 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.

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

(13) 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.

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

REGULATION 7.—SALES OF WHEAT BY THE COMMITTEE.

(1) The prices, terms, and conditions on which wheat is sold by the Committee shall be such as the Committee shall from time to time in its discretion fix, and the Committee 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 Committee the authorized broker shall at once endorse on the purchaser's wheat-purchase warrant such particulars of the transaction as the Committee may prescribe.

(3) Payment for wheat sold by the Committee shall be made by the buyer to the authorized broker on account of the Committee, 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 Committee immediately on the receipt thereof, and all moneys not so paid shall bear interest payable to the Committee 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 Committee 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 Committee 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 Committee may take and retain possession of the wheat on behalf of the Committee as a security for the purchase-money.

(9) Every contract made by an authorized broker for the sale of wheat on account 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 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 Committee, use—

(a) Wheat other than that sold by the Committee to that person:

(b) Wheat sold by the Committee for seed purposes only:

(c) Wheat sold by the Committee for stock feed only.

(11) Any consent given by the Committee under the last preceding clause hereof may be given subject to such conditions as the Committee may think fit, including a condition for payment to the Committee of a sum not exceeding 3s. per bushel, and the Committee may require the sum aforesaid to be paid to the Committee 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 Committee 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 Committee 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 Committee, 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 Committee, or between an authorized broker and the Committee, or between an authorized broker and any seller or purchaser of wheat to or from the Committee, touching the meaning or operation of these regulations, or of any contract so entered into, the dispute shall be determined by reference to a single arbitrator if the parties in difference can agree upon one, otherwise by reference to two arbitrators, one to be appointed by each party in difference, and their umpire in accordance with the provisions of the Arbitration Act, 1908.

(4) Nothing in the last three preceding clauses shall apply to any prosecution for an offence against these regulations.

(5) (a) 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 Committee:—

Wheat delivered direct to a mill: Flour-miller's 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: Into-store weights.

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

REGULATION 9.—RETURNS.

(1) The Committee may at any time give public notice requiring every grower of wheat to make to the Committee a return showing as at a date to be stated in such notice—

(a) The number of bushels of each variety of wheat grown by him during the season 1935-36:

(b) The number of bushels of each variety of wheat so grown by him but not yet sold and delivered.

(2) Every grower of wheat shall duly comply with the requirements of any such notice.