

(7) Any account for the time being established under the last preceding clause of this regulation shall be operated on as the Committee may direct, but so that every cheque or other negotiable instrument drawn upon such account or accepted or endorsed for the Committee and passed through such account shall be signed on behalf of the Committee by at least three persons of whom one at least shall be a member of the Committee and of whom any one who is not a member of the Committee shall be an employee or regularly appointed agent of the Committee:

Provided that any negotiable instrument may be endorsed for collection to such bank as aforesaid by a single one of the three persons aforesaid acting for the Committee.

(8) The Committee shall have power to sue for, recover, enforce, and receive all debts, damages, claims, contracts, and moneys due, owing, or claimable from any person for or on account of any flour sold by, through, or at the direction of the Committee, or in respect of any contract entered into by the Committee, or arising out of the exercise by the Committee of any of the powers conferred on the Committee by these regulations.

(9) The Committee may, with the written approval of the Minister, establish a fund to be vested either in the Committee or in trustees for the purpose of affording for its officers or any of them or any class of officers any such benefits as pensions, superannuation allowances, sick-pay, accident compensation, and similar benefits, and may make arrangements with the National Provident Fund or the Government Insurance Commissioner for the provision of any such benefits, and may for the purposes aforesaid establish schemes, enter into contracts, make by-laws, and make payments into a fund or to trustees, or to the National Provident Fund, or the Government Insurance Commissioner, as the case may require.

(10) The Committee may exercise any of its powers within New Zealand or elsewhere.

REGULATION 3.—MILLOWNERS TO DEAL THROUGH THE COMMITTEE.

(1) Except through the agency of the Committee no miller shall (whether as principal, agent, or otherwise, and whether in New Zealand or elsewhere) sell, or offer or agree to sell, or purchase or offer or agree to purchase, any flour, or be concerned in the making or fulfilment or completion of any sale or purchase of flour, or of any offering or agreement for the sale or purchase of flour, whether such fulfilment or completion relates to an offer or agreement made before or after the enactment of these regulations:

Provided that any stock of imported flour or of flour manufactured in New Zealand from imported wheat if such stock be held by any miller or contracted for overseas prior to the 10th day of February, 1936, and any flour manufactured after the 10th day of February, 1936, from wheat imported or contracted for overseas prior to that date may, with the consent of the Committee, be sold otherwise than through the agency of the Committee.

(2) Every miller shall employ the Committee as his agent to sell and dispose of all flour which he has available for sale for delivery in New Zealand and elsewhere, and the Committee shall act as his agent for that purpose upon the terms comprised in these regulations and such additional terms not inconsistent therewith as the Committee may from time to time think fit to impose.

(3) Nevertheless, any miller may grist wheat and effect retail sales for cash at the mill-door up to a total quantity of five tons of flour in any secular month:

Provided that—

(i) Every miller so gristing wheat or selling flour in any week shall not later than the Tuesday of the next week supply to the Committee particulars of all such gristings and sales:

(ii) In computing sales of flour for purposes of the monthly quota hereinafter provided for such gristings and sales shall be taken into account as if they had been sales of flour effected by the Committee as part of such monthly quota but so that gristings and sales effected during a week that falls into two calendar months shall, if the first day of the second month is a Thursday or later day of the week, be assigned to the first of such months, otherwise to the second month.

(4) Nevertheless, also, any miller whose annual output does not exceed fifty tons of flour may with the consent of the Committee grist wheat and sell flour up to the annual output aforesaid otherwise than through the agency of the Committee, and the Committee may under special circumstances extend

the benefit of this clause to any other miller to such extent (including extent of annual output exceeding fifty tons) upon such terms and conditions as the Committee may impose:

Provided that—

(i) Every miller so gristing wheat or selling flour shall not later than the third day of every month supply to the Committee particulars of all wheat so gristed and all sales of flour so made during the preceding month:

(ii) In computing sales of flour for purposes of the monthly quota hereinafter provided for such gristings and sales shall be taken into account as if they had been sales of flour effected by the Committee as part of such monthly quota:

(iii) Any consent of the Committee or extension as aforesaid may at any time be revoked by notice to the miller concerned.

(5) Every miller desiring to purchase any flour whether in New Zealand or elsewhere shall, if the Committee thinks fit so to require, employ the Committee as his agent to effect such purchase, and the Committee shall act as his agent for that purpose upon the terms comprised in these regulations and such additional terms not inconsistent therewith as the Committee may from time to time think fit to impose.

REGULATION 4.—PRICES AND QUOTAS.

(1) The Committee shall from time to time fix and notify current sale prices for flour of fair average quality, and may, if it thinks fit, fix and notify varying current sale prices according to nature of product, or by-product character of wheat gristed, locality of milling, or any other factor which in the opinion of the Committee affects the value of the flour or product.

(2) Such prices may be fixed in respect of any future period or until further notice, and may in respect of any period or portion of a period not yet elapsed be from time to time revoked and replaced by other prices so fixed and notified.

(3) The Committee shall in respect of every month fix in respect of every mill a monthly quota of flour.

(4) The Committee may in fixing any monthly quota of flour fix separately the amounts of white flour, wheatmeal, bran, pollard, and any other product of the milling of wheat.

(5) The Committee shall as far as possible fix each monthly quota so as to bear the same proportion to the aggregate of monthly quotas as the usual output of the mill as estimated by the Committee for any determined period bears to the total usual output of all mills in New Zealand as so estimated for that period.

REGULATION 5.—SALES OF FLOUR.

(1) The Committee shall in every month endeavour to sell on behalf of every miller at the appropriate current sale price the monthly quota of flour fixed as aforesaid for that month in respect of each mill belonging to such miller.

(2) The sales effected on behalf of every miller shall be apportioned as far as possible according to the ratio that the monthly quota for mills belonging to such miller bears to the aggregate of monthly quotas, and in respect of quantities undersold or oversold in any month on behalf of any miller the Committee shall make an adjustment as far as may be in the sales of a subsequent month.

(3) All flour disposed of by the Committee shall be disposed of upon such terms of payment, including the giving of credit with or without security and such other terms and conditions as to place of delivery and otherwise, as the Committee may from time to time decide upon.

(4) Every miller shall on receiving notice from the Committee deliver all flour sold by the Committee at such places of delivery to such persons at such times in such quantities and generally in such manner in every respect as the Committee shall reasonably require.

REGULATION 6.—LIABILITIES ARISING ON SALE OF FLOUR.

(1) The Committee shall subject to clause (2) of this regulation be liable for sales actually effected in each month.

(2) Nevertheless the Committee shall not be liable for failure to effect a sale if such failure is due to inferior quality of the flour or the sacks in which it is contained or failure by the miller to comply with any provision contained in a contract of sale.

(3) The Committee shall indemnify the miller against loss incurred on any sale effected through the agency of the Committee and arising from default in payment on the part of the purchaser or from any breach, non-observance, or non-performance of any contract in respect of the sale of flour entered into by the Committee.

(4) Any legal proceedings taken by the Committee under the powers conferred by clause (8) of Regulation 2 hereof upon any contract made by the Committee may be taken in the