

VOLUNTARY WHEAT POOL GUARANTEE ACT.

Act No. 39, 1924.

George V, An Act to authorise the Colonial Treasurer to enter
No. 39. into a certain Agreement between the New South Wales Voluntary Wheat Pool Committee, Limited, of the first part, the Colonial Treasurer of the second part, and the Commonwealth Bank of Australia of the third part, relating to the marketing of wheat; to authorise the Colonial Treasurer in certain events to enter into certain other agreements of a like nature; to make certain appropriations out of the Consolidated Revenue Fund; and for purposes connected therewith. [Assented to, 19th December, 1924.]

WHEREAS

WHEREAS the New South Wales Voluntary Wheat Pool Committee, Limited (in this Act referred to as the Corporation), a company registered under the Companies Act, 1899, has applied to the Government of the State to guarantee the account of the Corporation with the Commonwealth Bank of Australia (in this Act referred to as the Bank) to enable payments to be made upon the delivery to the Corporation of wheat by farmers: And whereas it is expedient that the Colonial Treasurer should be empowered to guarantee such account subject to certain safeguards to be provided in the agreements to be executed in pursuance of this Act: Be it therefore enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

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No. 39.
Preamble.

1. (1) This Act may be cited as the "Voluntary Wheat Pool Guarantee Act, 1924."

Short title
and
application.

(2) This Act applies only in respect of the wheat harvested in this State prior to the thirtieth day of June, one thousand nine hundred and twenty-five.

(3) This Act shall be deemed to come into operation on the tenth day of November, one thousand nine hundred and twenty-four.

2. The Colonial Treasurer is hereby authorised to execute the agreement containing the guarantee to the Bank, a copy of which agreement is set out in the Schedule to this Act.

Guarantee
authorised.

3. (1) The Governor may, if it appears that the operations of the Corporation and the markets for wheat justify such a course being followed at any time, authorise the Colonial Treasurer, subject to such terms and conditions as the Governor may direct, to guarantee the Bank in further sums to enable further payments to be made to the holders of certificates issued by the Corporation.

Further
guarantees in
certain
events.

(2) The total amount of the further sums guaranteed shall not exceed such a sum as amounts together with the amount guaranteed by the Colonial Treasurer by the agreement set out in the Schedule to eighty per centum of the net value of the wheat received by the Corporation.

(3)

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(3) The nett value and the quantity of the wheat so received shall be determined by the Government Statistician, who shall certify to the Governor the amount which may be guaranteed in pursuance of this section.

(4) The Corporation shall, for the purpose of this section, furnish to the Government Statistician all such information, and afford him such inspection of books, returns, and documents as he may require.

(5) Any expenses incurred in connection with the investigation shall be paid by the Corporation to the Treasurer.

Appropriation to meet liability.

4. The Colonial Treasurer may pay out of the Consolidated Revenue Fund, which is hereby appropriated accordingly, any amounts which may become due and payable under any guarantee given by him in pursuance of this Act, and any expenses incurred by him in relation thereto, or to the recovery or collection of any moneys in respect thereof.

Use of name of Company in forms.

5. The use of the name "The Farmers and Graziers' Co-operative Grain Insurance and Agency Company, Limited," or any abbreviation of such name, in the forms annexed to the agreement set out in the Schedule to this Act shall be by way only of illustrating the manner in which the name of any person employed to act as agent for the Corporation shall be set forth in any delivery note obtained or any certificate issued in pursuance of the said agreement, and shall not in any way restrict the right of the Corporation to employ any person other than that company as agent, or confer any right on that company to be employed as agent for the Corporation.

SCHEDULE.

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AGREEMENT made the twenty-seventh day of November, One thousand nine hundred and twenty-four, between the New South Wales Voluntary Wheat Pool Committee, Limited, of Sydney, a company duly registered under the Companies Act, 1899 (hereinafter called "the Corporation"), of the first part, Sir Arthur Alfred Clement Cocks, M.L.A., K.B.E., the Colonial Treasurer of the State of New South Wales, for and on behalf of His Majesty King George V (hereinafter called "the Treasurer"), of the second part, and The Commonwealth Bank of Australia (hereinafter called "the Bank") of the third part :

WHEREAS the Bank has agreed to make certain advances to the Corporation subject to the Colonial Treasurer guaranteeing to the Bank repayment of the said advances to the extent and in manner hereinafter appearing, now these presents witness :—

1. That the expression "the Treasurer" as herein used shall include the successors in office of the said Sir Arthur Alfred Clement Cocks, the expression "the Corporation" shall include the successors of the New South Wales Voluntary Wheat Pool Committee, Limited, and the expression "the Minister" shall mean the Minister for Agriculture of the said State for the time being.

2. That the Corporation agrees that it will from time to time take delivery of all wheat of millable quality grown in the State of New South Wales during the season 1924-1925 tendered to it.

3. The Corporation shall in respect of all such wheat delivered to it —

(a) Obtain and hold a delivery note in the form hereunto annexed marked "A" or "B" as the case may require, signed by the person making delivery.

(b) Issue to the person making delivery of wheat under this Agreement a certificate in the form hereunto annexed marked "C" or "D" as the case may require, entitling such person to receive a sum of 3s. 4d. per bushel less all proper deductions for inferior wheat and for bags. The Corporation or its agents receiving the wheat shall be the sole arbiter of such deductions.

(c) If in the opinion of the Minister there is any likelihood of a mouse plague developing in any part of the said State, or if in his opinion one exists, the Minister is hereby authorised and empowered to so declare in writing to the Corporation and to direct it to take such preventive and/or alleviate measures at its own expense and within such time as he shall think fit, and the Corporation shall comply with and carry out such directions accordingly, and in default the Minister is hereby empowered to comply with and carry out such directions at the expense of the Corporation, and the Corporation will on demand repay the moneys expended by the Minister in this behalf with interest thereon at the rate of £6 10s. per cent. per annum calculated from the respective times of expending such moneys. And the determination of the Minister that a mouse plague is likely to develop or that such a plague exists shall be final and conclusive for the purposes of this Agreement.

(d)

The Corporation shall arrange for the proper care and insurance of all wheat received in terms of this agreement. —A.A.C.C., E.A.B., R.A.G., R.L.

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- (d) Provide for the retention until the 30th day of June, 1925, of at least 3,000,000 bushels of f.a.q. wheat for local consumption in New South Wales, and adequately provide for local consumption up to that date. Local consumption will be deemed to have been met if after inquiry the Treasurer is satisfied that the millers and others have sufficient stocks of wheat to meet local requirements, or if the Treasurer fails to notify the Corporation on or before 30th day of June, 1925, that he is not satisfied that the millers and others have sufficient stocks to meet local requirements, the Corporation may then, with the consent of the Treasurer, export any wheat which was being retained for this special purpose.
 - (e) Determine the price at which each cargo or parcel shall be sold either in Australia, or overseas, provided that wheat for gristing into flour for export from the State shall be sold to millers carrying on business in New South Wales, as and when required, at a price not exceeding that which the Corporation would have received for such wheat had it exported the same on the day on which the miller desires the quotation for such wheat.
 - (f) Sell or dispose of the remainder of the wheat to the best advantage either in Australia or overseas.
 - (g) Arrange for the transportation of the wheat.
4. The Bank will, from time to time, when and as may be required:—
- (a) Advance to the Corporation an amount not exceeding 8d. (eight pence) per bushel on the wheat delivered to the Corporation to meet expenses incurred in carrying out this Agreement.
 - (b) Pay on behalf of the Corporation to any person presenting a wheat certificate issued by the Corporation the amount which according to the certificate the person therein named is entitled to receive but not exceeding in any case 3s. 4d. per bushel.
5. The Bank paying in good faith and without negligence money on any certificate according to the tenor thereof shall be entitled to charge such payment to the Corporation notwithstanding—
- (a) any fraudulent manipulation or alteration of any document on the authority of which the payment may have been made;
 - (b) any mistake as to the identity of any party presenting or claiming under any document on the authority of which payment may have been made;
 - (c) any fraudulent impersonation or misrepresentation of identity of any party presenting or dealing with any document on the authority of which payment may have been made.
6. Inland exchange will not be charged by the Bank to presenters of certificates upon payment of money represented by certificates but in lieu thereof when such payment of certificates be made outside Sydney metropolitan area the Corporation will pay a flat rate of 1s. per £100 of the amount so paid: Upon all other transactions customarily chargeable with exchange the Corporation will pay to the Bank exchange and usual Bank charges at current Sydney rates.

7. The Corporation shall pay to the Bank interest at the rate of £6 10s. per centum per annum accruing from day to day upon the amount owing and unrepaid to the Bank on all advances and/or payments by the Bank to or on behalf of the Corporation under this Agreement. Interest shall be debited half-yearly.

8. The Corporation shall forthwith pay into the Bank all moneys received by it as proceeds of sales in respect of wheat disposed of either in Australia or overseas and such money shall only be applied as follows:—

Firstly.—In or towards repaying to the Bank amounts advanced to the Corporation under clause 4 (a) hereof together with the interest due thereon.

Secondly.—In or towards repaying to the Bank amounts paid by the Bank on behalf of the Corporation under clause 4 (b) hereof together with the interest due thereon.

Thirdly.—In paying all expenses which have been incurred or paid by the Corporation in respect of the wheat.

Fourthly.—In paying the holders of the certificates in respect of such wheat.

9. The account will only be credited when proceeds of sales have been received in Australia, and such moneys received are to be used in proportional distribution to holders of certificates after repayment of advances, payment of interest, exchange, and all other expenses.

10. The Corporation agrees to repay to the Bank on or before the 30th day of June, 1925, all amounts paid by the Bank to or on behalf of the Corporation under clause 4 (a) and (b) hereof, together with all interest, exchange, out-of-pocket expenses, charges and other moneys whatsoever claimable by the Bank under this Agreement, or otherwise howsoever in relation to the financing of the scheme.

11. The Treasurer guarantees to the Bank that all amounts paid by the Bank to or on behalf of the Corporation under clause 4 (a) and (b) hereof, with interest at the rate aforesaid, shall be duly repaid by the Corporation. The total liability of the Treasurer to the Bank under clause 4 (a) of this Agreement shall not exceed 8d. per bushel, and under clause 4 (b) shall not exceed 3s. 4d. per bushel, at any time with interest thereon at the rate aforesaid.

12. The Corporation hereby charges to the Bank all its right title and interest in and to all wheat delivered or which may be delivered to the Corporation under this Agreement, and hereby authorises the Bank to take possession and dispose of such wheat, or any part thereof, whenever, in the opinion of the Bank, such action becomes necessary or advisable to obtain repayment of amounts advanced or paid by the Bank to or on behalf of the Corporation under this Agreement.

13. The Corporation shall execute and hand to the Bank and the Treasurer such assignments, mortgages, liens, charges, or other securities as the Bank and the Treasurer may from time to time require, and particularly empowering the Bank or the Treasurer to take possession of and dispose of the wheat whenever such action becomes necessary or advisable to obtain repayment of amounts advanced or paid by the Bank to or on behalf of the Corporation under this Agreement, or paid or incurred by the Treasurer under the guarantee hereby given. Provided that the Treasurer shall not be entitled to security over the said wheat in priority to the Bank.

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14. The Corporation shall not take delivery of any wheat under this Agreement after the 31st day of March, 1925, without the consent of the Bank.

15. The Corporation may employ and pay any person, firm, or corporation to transact any business or do any act whatsoever which cannot reasonably be performed by the Corporation or which the Corporation cannot conveniently itself perform.

16. The Corporation agrees with the Bank and the Treasurer that it will at all times use its best endeavours to carry out the terms and conditions of this Agreement and will at all times carry on its business to the satisfaction of each of them.

17. Notwithstanding anything herein contained the Corporation shall not be liable under this Agreement to the Bank or the Treasurer or to any person, company, or corporation, or to account for any moneys other than what shall actually come to its hands, or but for its failure to carry out the obligations under this Agreement should have come to its hands.

18. When all amounts owing by the Corporation to the Bank under the terms of this Agreement, including all interest, have been repaid by the Corporation to the Bank, then all parties shall be forthwith discharged from the operation of this Agreement.

19. The Corporation shall obtain a guarantee to the Treasurer in a form to be approved by him in the sum of £15,000 for the due performance by the Corporation of the provisions of this Agreement and indemnifying the Treasurer against any damages, loss, costs, charges and expenses which he may sustain, pay, or incur by reason of default by the Corporation in the performance or observance of any of the provisions hereof on its part.

20. The Corporation shall supply the Treasurer each week with a copy of each weekly return made to the Bank by it, and such further information as he shall from time to time require, and the Treasurer and the Minister shall each appoint a person who shall represent the Government of the said State in reference to the carrying out of this Agreement by the Corporation, who shall be entitled to keep themselves fully informed of the business done by the Corporation in connection with the wheat subject of this Agreement, and the Corporation will supply to such persons all information required by them in relation to such business, and all books, vouchers, accounts, letters, telegrams, reports, documents, and papers relating thereto shall at all reasonable times be open for their inspection, and the Corporation, its Directors, and Manager, Secretary, and other employees will at all times give to the said persons all facilities for such inspection as they may require.

21. Without prejudice to the rights and remedies of the Treasurer as surety or otherwise, if the Corporation shall fail to observe or perform any provision of this Agreement on its part or shall enter into liquidation whether compulsory or voluntary (not being a voluntary liquidation merely for the purpose of reconstruction) or shall have execution issued on a Judgment against it or a distress for rent unpaid levied upon its goods or if in the opinion of the Treasurer the Corporation shall not be carrying on its business in a satisfactory manner then and in any such case it shall be lawful for the Treasurer to determine the guarantee hereby given by him by notice in writing to the Bank and

and the Treasurer shall only be liable for the amount then advanced by the Bank under this Agreement with interest at the rate aforesaid to date of payment, and it shall also be lawful for the Treasurer (subject to the securities of the Bank thereon) to seize (by force if thought advisable) take hold store in the Corporation's premises (without paying it therefor) carry away and sell for cash or on credit in such parcels and at such times as he shall think fit all wheat in the possession of or to be delivered to the Corporation under this Agreement and to pay all rents, rates, insurance premiums, costs, charges and expenses incurred or paid by the Treasurer in respect of the premises, and all other moneys which the Treasurer may think it advisable or desirable to pay in relation to this Agreement and to retain all moneys due or paid to the Bank by the Treasurer under this Agreement. And to retain interest at the rate of £6 10s. per centum per annum on all moneys paid by him calculated from the respective times of paying the same. And lastly, to pay the balance, if any, to such person or persons and in such proportions as the Treasurer shall think fit: Provided always that if the Bank shall not require payment by the Corporation on the 30th day of June, 1925, the Treasurer shall not be entitled to rely on non-payment to the Bank on that date as a failure by the Corporation to comply with clause 10 hereof.

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22. Notwithstanding anything herein contained the Treasurer shall not be personally liable under this Agreement, and the same is made by him only on behalf of the Government of New South Wales.

23. This Agreement shall become effective and binding on the parties only when the same shall have been ratified by the Parliament of the said State.

In witness whereof the parties hereto have executed these presents.

The Common Seal of
the New South Wales
Voluntary Wheat
Pool Committee,
Limited, was affixed
hereto by the Directors
of the Corporation in
the presence of—

S. E. PROTT.

(L.S.)

E. A. BUTTENSHAW,
ROBERT A. GEMMELL.

Signed, sealed, and de-
livered by the said
Sir Arthur Alfred
Clement Cocks in the
presence of—

W. J. COWIE.

(L.S.)

ARTHUR A. C. COCKS,
Colonial Treasurer.

The Common Seal of the
Commonwealth Bank
of Australia was affixed
hereto by the author-
ity of the Board of
Directors in the pres-
ence of—

R. A. LOVE,
Secretary.

(L.S.)

JAMES KELL,
J. MACKENZIE LEES,
Directors.

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**George V,
No. 9.**

ANNEXURE "A."

Duplicate New South Wales Voluntary Wheat Pool, 1924-1925.
(Grower's Copy)

To
Farmers & Graziers' Co-op. of Sydney The New South Wales Voluntary
Grain, Insurance & Agency as Agents for Wheat Pool Committee Ltd.
Co., Ltd. (Hereinafter called the Committee)

Date,

I, of
(Full Christian and Surname of Grower) (Full Address)

have this day delivered to your Representative at....., the under-
mentioned wheat upon the terms and conditions endorsed upon the back
hereof, and I declare

Strike out
whichever
clause does
not apply.

- (a) that the said Wheat was grown by me and is my own sole and absolute property;
- (b) that I have not given any lien or charge over or otherwise dealt with the said wheat; or
- (c) that the only lien or charge over the said wheat is a lien or charge in favour of..... for £....., and I agree that the Committee may hold the said wheat and any Certificate to be issued in respect thereof without making any advance to me until the amount due under such lien or charge is fully paid, and such lien or charge is discharged.

BULK WHEAT.

Particulars of Wheat Delivered:—

Total quantity.....bags.....bus.....lbs.
Deductions to be)bags.....bus.....lbs. F.A.Q.
made from)bags.....bus.....lbs. under F.A.Q. @.....
1st advance.)bags.....bus.....lbs. under F.A.Q. @.....
.....bags.....bus.....lbs. under F.A.Q. @.....

Rail Freight, Handling and other charges to be deducted from later payments.

Witness.....
[Signature of Agent] [Signature of Farmer]

CAUTION Official Certificates will not be issued until this Delivery Order has been surrendered to the local agent of Farmers and Graziers' Co-operative Grain, Insurance and Agency Company Limited.

See Back for Terms and Conditions.

[Back.]

Terms and Conditions.

(1) The said wheat and all other wheat forming part of the Pool shall be the property of and absolutely controlled by the Committee, and may be stored, sold, mortgaged, or otherwise disposed of, or dealt with, as the Committee may think fit, and either in or out of Australia.

(2) The Committee may, for the purpose of carrying out the Pool, employ such Managers, Agents and other persons as the Committee may think fit and may enter into such contracts, licenses, agreements, compromises and arrangements as it may think fit. (3)

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(3) The Committee shall arrange for an advance to be made to me in respect of the said wheat at the rate of three shillings and four pence (3 4) per bushel of f.a.q. standard in sound new bags or in bulk.

(4) All expenses of or incurred by the Committee, including freight, rent, storage, license fees, charges and remuneration of Directors, Managers, employees, agents and others, interest and other bank charges, office expenses and other expenses and outgoings, shall be a first charge against and be paid out of the proceeds of the sale of the pooled wheat.

(5) As the wheat in the Pool is from time to time sold and the proceeds thereof received, the Committee will declare the payment of a further dividend or further dividends, and the time, when, and place where such dividend is payable.

(6) When all the wheat has been sold or otherwise disposed of and a final dividend paid, a final balance-sheet shall be prepared and printed showing the amounts received for the wheat and the expenses deducted therefrom, and a copy of such balance-sheet shall be published in at least one weekly newspaper.

"Committee" means The New South Wales Voluntary Wheat Pool Committee Limited.

(7) The Committee have the right to pay Growers delivering wheat in bags an amount not exceeding two pence (2d.) per bushel in excess of the amount paid to growers delivering wheat in bulk.

This is the delivery note marked "A" referred to in the annexed Agreement dated the twenty-seventh day of November, 1924.

S. E. PROTT.

E. A. BUTTENSRAW.
ROBERT A. GEMMELL. (L.S.)
ARTHUR A. C. COCKS.

ANNEXURE "B."

Original New South Wales Voluntary Wheat Pool, 1924-1925.
(To be forwarded to Head Office for Certificate.)

To Farmers & Graziers' Co-op. of Sydney The New South Wales Voluntary Grain, Insurance & Agency as Agents for Wheat Pool Committee Ltd. Coy., Ltd. (Hereinafter called the Committee.)

Date,.....

I,..... of.....
(Full Christian and Surname of Grower.) (Full Address.)

have this day delivered to your Representative at....., the undermentioned wheat upon the terms and conditions endorsed upon the back hereof, and I declare

- (a) that the said Wheat was grown by me and is my own sole and absolute property ;
- (b) that I have not given any lien or charge over or otherwise dealt with the said wheat ; or
- (c) that the only lien or charge over the said wheat is a lien or charge in favour of..... for £....., and I agree that the Committee may hold the said wheat and any Certificate to be issued in respect thereof without making any advance to me until the amount due under such lien or charge is fully paid, and such lien or charge is discharged.

Strike out whichever clause does not apply.

Particulars

BAGGED WHEAT.

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Particulars of Wheat Delivered :—

| | |
|--|--|
| Total quantity.....bags.....bus.....lbs. | |
| Deductions to be) |bags.....bus.....lbs. F.A.Q. |
| made from) |bags.....bus.....lbs. under F.A.Q. @..... |
| 1st advance.) |bags.....bus.....lbs. under F.A.Q. @..... |
| |bags.....bus.....lbs. under F.A.Q. @..... |

BAGGED WHEAT.

Rail Freight, Handling and other charges to be deducted from later payments.

Witness.....
[Signature of Agent.] [Signature of Farmer.]

CAUTION—Official Certificates will not be issued until this Delivery Order has been surrendered to the local agent of Farmers and Graziers' Co-operative Grain, Insurance and Agency Company Limited.

See Back for Terms and Conditions.

[Back.]

Terms and Conditions.

(1) The said wheat and all other wheat forming part of the Pool shall be the property of and absolutely controlled by the Committee, and may be stored, sold, mortgaged, or otherwise disposed of, or dealt with, as the Committee may think fit, and either in or out of Australia.

(2) The Committee may, for the purpose of carrying out the Pool, employ such Managers, Agents and other persons as the Committee may think fit and may enter into such contracts, licenses, agreements, compromises and arrangements as it may think fit.

(3) The Committee shall arrange for an advance to be made to me in respect of the said wheat at the rate of three shillings and four pence (3/4) per bushel of f.a.q. standard in sound new bags or in bulk.

(4) All expenses of or incurred by the Committee, including freight, rent, storage, license fees, charges and remuneration of Directors, Managers, employees, agents and others, interest and other bank charges, office expenses and other expenses and outgoings, shall be a first charge against and be paid out of the proceeds of the sale of the pooled wheat.

(5) As the wheat in the Pool is from time to time sold and the proceeds thereof received, the Committee will declare the payment of a further dividend or further dividends, and the time, when, and place where such dividend is payable.

(6) When all the wheat has been sold or otherwise disposed of and a final dividend paid, a final balance sheet shall be prepared and printed showing the amounts received for the wheat and the expenses deducted therefrom, and a copy of such balance-sheet shall be published in at least one weekly newspaper.

"Committee" means The New South Wales Voluntary Wheat Pool Committee Limited.

(7) The Committee have the right to pay Growers delivering wheat in bags an amount not exceeding two pence (2d.) per bushel in excess of the amount paid to growers delivering wheat in bulk.

This is the delivery note marked "B" referred to in the annexed Agreement dated the twenty-seventh day of November, 1924.

S. E. PROTTE.

E. A. BUTTENSCHAW.
ROBERT A. GEMMELL. (L.S.)
ARTHUR A. C. COCKS.

ANNEXURE "C."

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ANNEXURE "C."

The N.S.W. Voluntary Wheat Pool Committee, Ltd.

The New South Wales Voluntary Wheat Pool, 1924-25.

Issued in exchange for Interim Receipt No. Date.....

Issued under Authority of The New South Wales
Voluntary Wheat Pool Committee, Ltd.

Certificate for 1st Advance of 3/4 per Bushel, less Dockage as below.

THIS CERTIFIES that of
having, as owner, delivered to the undersigning Agents acting for and on
behalf of the N.S.W. Voluntary Wheat Pool Committee Ltd upon the
terms and conditions endorsed upon back hereof and endorsed on and
contained in the said Interim Receipt, at.....Rail Station.....
Bags.....Bushels.....lbs.....Bush.....lbs.
of Wheat is entitled to an advance on account thereof of 3/4 per bushel
amounting to £ : :
Less: DockageBushels.....lbs. @.....£..... } Total
" "Bushels.....lbs. @.....£..... } deduction
" "Bushels.....lbs. @.....£..... } from
Inferior Bags @.....£..... } this
Net... £ : : payment.

BULK WHEAT.

Net Cash Amount.....pounds
.....shillings.....pence.

Rail freight from above station @.....per bus. (to be deducted
from 2nd payment) £ : :

Net Freight Amount.....Pounds
.....Shillings.....Pence

| | |
|---|---|
| RECEIVED payment of above specified net amount | Farmers & Graziers' Co-operative Grain Insurance and Agency Co., Ltd. |
|---|---|

.....Receiving Agents.

For the protection of all parties, the advance represented by this Certificate is not
transferable without the written consent of the Committee.

[Back.]

Terms and Conditions.

(1) The said wheat and all other wheat forming part of the Pool shall be the property of and absolutely controlled by the Committee, and may be stored, sold, mortgaged, or otherwise disposed of, or dealt with as the Committee may think fit, and either in or out of Australia.

(2) The Committee may, for the purpose of carrying out the Pool, employ such Managers, Agents and other persons as the Committee may think fit and may enter into such contracts, licenses, agreements, compromises and arrangements as it may think fit.

(3) The Committee shall arrange for an advance to be made to me in respect of the said wheat at the rate of three shillings and four pence (3/4) per bushel of f.a.q. standard in sound new bags or in bulk. (4)

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(4) All expenses of or incurred by the Committee, including freight, rent, storage, license fees, charges and remuneration of Directors, Managers, employees, agents and others, interest and other bank charges, office expenses and other expenses and outgoings, shall be a first charge against and be paid out of the proceeds of the sale of the pooled wheat.

(5) As the wheat in the Pool is from time to time sold and the proceeds thereof received, the Committee will declare the payment of a further dividend or further dividends, and the time, when, and place where such dividend is payable.

(6) When all the wheat has been sold or otherwise disposed of and a final dividend paid, a final balance-sheet shall be prepared and printed showing the amounts received for the wheat and the expenses deducted therefrom, and a copy of such balance-sheet shall be published in at least one weekly newspaper.

(7) The Committee have the right to pay Growers delivering wheat in bags an amount not exceeding two pence (2d.) per bushel in excess of the amount paid to growers delivering wheat in bulk.

" Committee " means the New South Wales Voluntary Wheat Pool Committee Limited.

The N.S.W. Voluntary Wheat Pool Committee, Ltd.

The New South Wales Voluntary Wheat Pool, 1924-25.

Issued in exchange for Interim Receipt No. Date

Issued under Authority of the New South Wales
Voluntary Wheat Pool Committee, Ltd.

Certificate for Surplus.
(Not transferable)

THIS CERTIFIES that.....of.....
having, as owner, delivered to the undersigning Agents acting for and on behalf of the N.S.W. Voluntary Wheat Pool Committee, Ltd., upon the terms and conditions endorsed on and contained in the said Interim Receipt, at..... Rail Station.....Bags.....Bushels.....lbs
.....Bush.....lbs. of Wheat
and having received a first advance on account thereof of 3/4 per bushel, amounting to £ : :

| | | |
|---------------------|-------------------------------|--|
| Less Dockage | Bushels.....lbs. @.....£..... | } Total deduction from this payment. = £ : : |
| " | Bushels.....lbs. @.....£..... | |
| " | Bushels.....lbs. @.....£..... | |
| Inferior Bags | @.....£..... | Net... £ : : |

Net Cash Amount..... pounds
.....shillings.....pence.
Is entitled to such further dividend or dividends as the Committee may from time to time declare, less (a) Rail Freight from above station @.....per bushel £ : :

Net Freight Amount

| | |
|--|------------|
|Pounds |Pence |
| and, in addition, Handling Charges, Farmers & Graziers' Co-operative | |
| Interest, and all other charges. Grain Insurance and Agency Co., Ltd., | |

.....Receiving Agents,
The


BULK WHEAT.

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The New South Wales Voluntary Wheat Pool Committee, Ltd.—Harvest 1924–25.
Payment of Further Dividends.

| Bank and Date Stamp. | Particulars. | Dividend. |
|---|---|-----------|
|  | 2nd payment of _____ per bushel ... £ : : | 2nd |
| | Less Freight and Charges : : | |
| | Received the sum of £ : : | |
| | Signature. | |

The New South Wales Voluntary Wheat Pool Committee, Ltd.—Harvest 1924–25.
Payment of Further Dividends.

| Bank and Date Stamp. | Particulars. | Dividend. |
|---|---|------------|
|  | 3rd payment of _____ per bushel ... £ : : | 3rd |
| | Received the sum of £ : : | |
| | | Signature. |

The New South Wales Voluntary Wheat Pool Committee, Ltd.—Harvest 1924–25.
Payment of Further Dividends.

| Bank and Date Stamp. | Particulars. | Dividend. |
|---|--|------------|
|  | Fourth payment of _____ per bushel £ : : | 4th |
| | Received the sum of £ : : | |
| | | Signature. |

Final Payment of.....per Bushel } Received
or Credited to Account } the sum of £ : :
Signature

TRANSFER.

Pay.....or order. Date.....Signature of Grower

Transfer of this Certificate can be effected only if the consent of The N.S.W. Voluntary Wheat Pool Committee, Ltd. has been first obtained. Such consent will only be given in necessitous cases.

This is the Certificate marked "C" referred to in the annexed Agreement dated the twenty-seventh day of November, 1924.

S. E. PROT. T.

E. A. BUTTENSIAW.
ROBERT A. GEMMELL. (L.S.)
ARTHUR A. C. COCKS.

ANNEXURE "D."

Voluntary Wheat Pool Guarantee Act.

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**George V,
No. 39.**

(4) All expenses of or incurred by the Committee, including freight, rent, storage, license fees, charges and remuneration of Directors, Managers, employees, agents and others, interest and other bank charges, office expenses and other expenses and outgoings, shall be a first charge against and be paid out of the proceeds of the sale of the pooled wheat.

(5) As the wheat in the Pool is from time to time sold and the proceeds thereof received, the Committee will declare the payment of a further dividend or further dividends, and the time, when, and place where such dividend is payable.

(6) When all the wheat has been sold or otherwise disposed of and a final dividend paid, a final balance-sheet shall be prepared and printed showing the amounts received for the wheat and the expenses deducted therefrom, and a copy of such balance-sheet shall be published in at least one weekly newspaper.

(7) The Committee have the right to pay Growers delivering Wheat in Bags an amount not exceeding two pence (2d.) per bushel in excess of the amount paid to growers delivering Wheat in bulk.

“Committee” means The New South Wales Voluntary Wheat Pool Committee Limited.

The N.S.W. Voluntary Wheat Pool Committee Ltd.

The New South Wales Voluntary Wheat Pool, 1924-25.
Issued in exchange for Interim Receipt No..... Date.....
Issued under Authority of The New South Wales
Voluntary Wheat Pool Committee, Ltd.

Certificate for Surplus
(Not Transferable.)

THIS CERTIFIES that of
having, as owner, delivered to the undersigning Agents acting for and on behalf of the N.S.W. Voluntary Wheat Pool Committee Ltd. upon the terms and conditions endorsed on and contained in the said Interim Receipt, at..... Rail Station..... Bags..... Bushels..... lbs.
..... Bush..... lbs. of Wheat
and having received a first advance on account thereof of 3/4 per bushel, amounting to £ : :

| | | | |
|--------------------|--------------------------|--------|--|
| Less Dockage | Bushels.....lbs. @ | £..... | } Total deduction from this payment. = £ : : |
| “ ” | Bushels.....lbs. @ | £..... | |
| “ ” | Bushels.....lbs. @ | £..... | |
| Inferior Bags..... | @ | £..... | Net... £ : : |

Net Cash Amount pounds
..... shillings pence.

Is entitled to such further dividend or dividends as the Committee may from time declare, less (a) Rail Freight from above station @ per bushel £ : :

Net Freight Amount Pounds
..... Shillings Pence.

and, in addition, Handling Charges, Farmers & Graziers' Co-operative
Interest, and all other charges. Grain Insurance & Agency Co., Ltd.
..... Receiving Agents.
The

BAGGED WHEAT.

**Public Works (Country Towns Water Supply and
Sewerage) Amendment Act.**

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George V,
No. 39.

Transfer.

Pay.....or order. Date.....Signature of Grower.....

Transfer of this Certificate can be effected only if the consent of The
N.S.W. Voluntary Wheat Pool Committee Ltd. has been first
obtained. Such consent will only be given in necessitous cases.

This is the Certificate marked "D" referred to in the annexed Agreement
dated the twenty-seventh day of November, 1924.

S. E. PROT. T.

E. A. BUTTENS. H. A.
ROBERT A. GEMMELL (L.S.)
ARTHUR A. C. COCKS.
