



Government Gazette

OF

WESTERN AUSTRALIA

(Published by Authority at 4 p.m.)

(REGISTERED AT THE GENERAL POST OFFICE, PERTH, FOR TRANSMISSION BY POST AS A NEWSPAPER)

No. 1]

PERTH: THURSDAY, 4th JANUARY

[1968

Bulk Handling Act, 1967.

PROCLAMATION

WESTERN AUSTRALIA, TO WIT, DOUGLAS ANTHONY KENDREW, Governor. [L.S.]	} By His Excellency Major-General Sir Douglas } Anthony Kendrew, Knight Commander of the } Most Distinguished Order of Saint Michael and } Saint George, Companion of the Most Honour- } able Order of the Bath, Commander of the } Most Excellent Order of the British Empire, } Companion of the Distinguished Service Order, } Governor in and over the State of Western } Australia and Its Dependencies in the Com- } monwealth of Australia.
---	---

WHEREAS it is enacted by section two of the Bulk Handling Act, 1967, that that Act shall come into operation on a date to be fixed by proclamation: Now, therefore, I, the Governor, acting with the advice and consent of the Executive Council, do hereby fix the date on which this proclamation is published in the *Government Gazette* as the date on which the Bulk Handling Act, 1967, shall come into operation.

Given under my hand and the Public Seal of the said State, at Perth, this 20th day of December, 1967.

By His Excellency's Command,

C. D. NALDER,
 Minister for Agriculture.

GOD SAVE THE QUEEN ! ! !

BULK HANDLING ACT, 1967.

Department of Agriculture,
South Perth, 20th December, 1967.

HIS Excellency the Governor in Executive Council, acting pursuant to the powers conferred by section 53 of the Bulk Handling Act, 1967 and section 11 of the Interpretation Act, 1918-1962 has been pleased to make the regulations set forth in the schedule to the attached notice.

T. C. DUNNE,
Director of Agriculture.

Schedule.

REGULATIONS.

1. These regulations may be cited as the Bulk Handling Act Regulations, 1967.

INTERPRETATION.

2. In these regulations unless the contrary intention appears—
 - “Act” means the Bulk Handling Act, 1967;
 - “ball smut” means broken or unbroken smut balls (*Tilletia caries*), bunt or stinking smut (*Tilletia foetida*) and flag smut (*Urocystis tritici*);
 - “barley screen” means a sieve punched with slots, one inch long by two millimetres wide, the slots and bars being equal and the sieve being approximately thirteen inches in diameter held in a stout ring;
 - “bored kernels” means kernels that have harboured the larvae of weevils or have been damaged by weevils;
 - “bushel” in relation to wheat and sorghum means a unit of sixty pounds weight and in relation to linseed means a unit of fifty-six pounds weight and in relation to barley means a unit of fifty pounds weight and in relation to oats means a unit of forty pounds weight;
 - “Department” means Department of Agriculture;
 - “doublegees” means seeds of the plant, *Emex australis*;
 - “eucalyptus” means parts of plants of the genus *Eucalyptus*;
 - “foreign material” in relation to barley means material other than barley and includes chaff, straw, wheat, oats, wild oats, radish, turnip and other foreign seeds but does not include doublegees, eucalyptus, smut, sticks, stones, earth and insects;
 - “foreign material” in relation to oats means material other than oats and includes chaff, straw, wheat, barley, wild oats, radish, turnip and other foreign seeds but does not include doublegees, eucalyptus, smut, sticks, stones, earth and insects;
 - “Form” means a form in the Fourth Schedule to these regulations;
 - “heat damaged kernel” means a kernel that has been discoloured in storage;
 - “heavily weather stained” in relation to barley means hulled kernels of barley which are discoloured by moulds;
 - “holder” means the holder of a warrant;
 - “immature kernels” means kernels that have not fully ripened and shrivelled kernels;
 - “insects” means any animals or parts thereof of the classes Insecta, Arachnida or Diplopoda;
 - “insect infested” means kernels or containers infected by insects;
 - “imperial bushel” means eight gallons;
 - “kernel” in relation to barley and oats means an unhulled kernel of barley or of oats as the case may be and in relation to wheat means a hulled kernel;
 - “mould affected kernels” means kernels of which the bran or husk is carrying ordinarily visible mould spores;
 - “oats” means the unhulled kernels of the cereal grass *Avena sativa*;

- “oats screen” means a sieve punched with slots one inch long by one and one half millimetres wide, the slots and bars being equal and the sieve being approximately thirteen inches in diameter and held in a stout ring;
- “officer” means officer of the Company;
- “pickled” means kernels that have been treated with any substance to prevent moulds;
- “quantity” in relation to grain means the amount in bushels and pounds;
- “red wheat” means wheat the kernel of which is of natural reddish colour such as wheat of the varieties Red Fife, Red Tuscan;
- “regulation” means one of these regulations;
- “Schedule” means Schedule to these regulations;
- “screenings” in respect to oats means oats which pass through an oats screen, the sieve being held horizontally and shaken twenty times a distance of at least four inches;
- “screenings” in respect to six-row barley means barley kernels which pass through a barley screen, the sieve being held horizontally and shaken twenty times a distance of at least four inches;
- “screenings” in respect to two-row barley means two-row barley kernels which pass through a two-row barley screen, the sieve being held horizontally and shaken twenty times a distance of at least four inches;
- “sick wheat” means wheat wherein the germ is damaged by moulds or is discoloured;
- “six-row barley” means seeds of the cereal grass *Hordeum vulgare*;
- “skinned kernels” means kernels whereof the husk or part thereof has been loosened or dislodged on any portion of the kernel up to one third of the length as measured from the awn (distal) end;
- “smut” in relation to barley means covered smut (*Ustilago hordei*) and loose smut (*Ustilago nuda*);
- “smut” in relation to oat means covered smut (*Ustilago rolleri*) and loose smut (*Ustilago avenae*);
- “smut-tipped” in relation to wheat means wheat that carries spores of bunt or stinking smut;
- “spear grass” means ripened or unripened seeds of the plant *Bromus*;
- “sprouted” means kernels in which the covering of the germ has been split by the flag;
- “tipped kernel” means a kernel of wheat affected by moulds such as *Alternaria*, *Aspergilli*, *Penicillium* or *Mucor* so that the coating of the germ or of the crease or of the kernel generally is distinctly dark coloured;
- “two-row barley” means seeds of the cereal grass *Hordeum distichon* L;
- “two-row barley screen” means a sieve punched with slots one inch long by two and a half millimetres wide, the slots and bars being equal and the sieve being approximately thirteen inches in diameter held in a stout ring;
- “unmillable material” means whole kernels, cracked kernels, broken kernels and seeds which pass through a wheat screen, unthreshed heads whether complete or not, whole or pieces of chaff, backbone and straw;
- “warrant” means a warrant issued by the Company pursuant to the Act;
- “weather stained” in respect to barley means a kernel that is ordinarily visibly discoloured directly or indirectly by moulds, and in respect to oats means a kernel that is ordinarily visibly discoloured directly or indirectly by moulds, for more than one quarter of its length as measured from its distal end;

- "weevils" means the insects *Sitophilus granaria* (L), *Sitophilus oryzae* (L) and includes the insects *Sitotroga cerealella* (OL) and *Rhizopertha dominica* (F) or any insects the larval stage of which is passed within the seed;
- "wheat" means seeds of the cereal grasses *Triticum vulgare* or *Triticum compactum*;
- "wheat screen" means a sieve punched with slots one-half inch long by two millimetres wide, the slots and bars being equal and the sieve being approximately thirteen inches in diameter held in a stout ring;
- "wild oats" means seeds of the grass *Avena fatua* (L).

STANDARDS.

3. The standards prescribed under this Act are as set out in the First Schedule to these regulations.

REVENUE ACCOUNT AND BALANCE SHEET.

4. (1) The Company shall in every year not later than the thirty-first day of October take out a balance sheet and revenue account.
- (2) The balance sheet and revenue account shall be forwarded to the Minister not later than the following thirty-first day of March.

NOMINATION OR ELECTION OF MEMBERS OF THE SHIPPERS' DELIVERY BOARD.

5. (1) (a) Every member of the Shippers' Delivery Board including a person appointed or elected to fill a casual vacancy shall cease to hold office on the 15th day of March next following the date of his appointment or election.
- (b) The Chairman of the Board shall go out of office on the 15th day of March next following his appointment.
- (c) Every member, including the chairman, shall be eligible for re-appointment or re-election.
- (d) If any casual vacancy shall occur in the Board by reason of death, resignation, or incapacity of a member, the same may be filled in the same manner as is provided for the appointment or election of members of the Board.
- (2) The Governor shall as soon as possible after the 15th day of March in each year appoint the member on the Board to represent the Port Authorities and shall cause his name to be advertised in the next convenient issue of the *Government Gazette*.
- (3) The Company shall as soon as possible after the 15th day of March in each year advise the Minister of the name of its appointee and the Minister shall thereupon cause his name to be advertised in the next convenient issue of the *Government Gazette*.
- (4) The Minister, in the case of an election for the first Board, and the Board, in the case of all subsequent elections, shall appoint the returning officer and two scrutineers for the purpose of the election.
- (5) Nominations for the position of merchants' representative shall be in writing according to Form 1, and shall be signed by the nominator or his duly authorised agent, and also by the person nominated as evidence of his consent to act or to stand for election.
- (6) If only one candidate is nominated by the merchants, he shall be declared elected by the returning officer hereinafter mentioned on the date appointed for the holding of the election.
- (7) If more candidates than one are nominated by the merchants, the returning officer shall cause ballot papers to be prepared, on which the names of candidates nominated by the merchants shall be printed in alphabetical order.
- (8) The ballot papers prepared shall be posted or delivered by the returning officer at least four days before the date appointed for the holding of the election to every merchant operating in the State who is a shipper of grain.
- (9) The Minister, in the case of the first Board, and the retiring Board, in the case of every subsequent Board, shall fix the date for the election to be not before nor more than ten days after the 15th day of March.

- (10) Every merchant who votes shall—
- (a) do so by writing the numeral 1 on the ballot paper opposite the name of the candidate for whom he votes, and if there are more than two candidates, by writing the numeral 1 opposite the name of the candidate for whom he votes as his first preference and placing contingent votes for all the remaining candidates by writing the numerals, 2, 3 and so on (as the case requires) opposite their names so as to indicate by numerical sequence the order of his preference;
 - (b) place his ballot paper in a plain envelope, seal that envelope and enclose it unmarked in another envelope addressed to the returning officer;
 - (c) write his name on the form provided by the returning officer, sign the form and place it in the lastmentioned envelope in paragraph (b) of this subregulation.
- (11) (a) All envelopes containing ballot papers shall be delivered or posted to reach the returning officer not later than noon on the day appointed for the holding of the election.
- (b) Every envelope posted shall be properly stamped, and, if it is not so stamped, the returning officer may refuse to accept it and the ballot paper therein contained.
- (12) (a) As soon as possible after noon on the day of the election the returning officer shall open all envelopes (except the sealed envelopes containing ballot papers) in the presence of the scrutineers and shall check the names of the electors.
- (b) After the returning officer is satisfied that an elector is duly qualified to vote, and that the elector has signed the accompanying form, he shall hand the sealed envelope containing the ballot paper to the scrutineers, who shall place it unopened with all other similar envelopes containing ballot papers in a ballot box provided for the purpose.
- (13) The returning officer shall cause all the sealed envelopes to be removed from the ballot box, and the votes appearing on the ballot papers therein contained counted, using the preferential system of counting in the same manner as is for the time being adopted and used in connection with the election of members of the Legislative Assembly of Western Australia.
- (14) If it appears to the scrutineers or either of them that any ballot paper is informal, they shall inform the returning officer, who shall examine the ballot paper and decide whether it is or is not informal.
- (15) A ballot paper shall be informal—
- (a) if the elector has not in casting his vote complied in every respect with this regulation;
 - (b) if the ballot paper has upon it any mark or writing which in the opinion of the returning officer would enable any person to identify the elector; or
 - (c) if it does not indicate the elector's vote.
- (16) The returning officer shall keep a record of the number of informal votes.
- (17) As soon as the counting is completed, the returning officer shall declare the candidate who obtained the greatest number of votes (counted in the manner specified in the preceding regulations) to be elected, and shall report the result in writing to the Minister, who shall, as soon as possible after the making of the declaration, cause the name of the successful candidate to be advertised in the *Government Gazette*.

SPECIAL MEETINGS OF THE BOARD.

6. (1) Any two members of the Board may by requisition addressed to the Secretary of the Board, require him to summon a special meeting of the Board, to discuss any business specified.

(2) The Secretary shall upon receiving such requisition forthwith call a special meeting of the Board specifying the business to be discussed and giving not less than forty-eight hours notice of the date, time and place of such meeting.

ENTRY OF TOLL CREDITS.

7. The Company shall on or before the thirty-first day of October in each year enter both in the Foundation Toll Register and in the Port Equipment Register against the name of every grower a credit in respect of grain delivered in his name.

CHARGES.

8. The Company is entitled to make the charges and deductions in respect of its services under the Act as set out in the Third Schedule to these Regulations.

WEIGHBRIDGE TICKETS.

9. Each weighbridge ticket issued by the company shall include the—
- (a) type of grain;
 - (b) number of the weighbridge ticket;
 - (c) date of the receipt of the grain;
 - (d) place of receipt;
 - (e) full name of the grower and his postal address;
 - (f) time the grain was delivered, the Gross, Tare and Nett weights of the load and the dockage on that load;
 - (g) initials of the person making the delivery against time of delivery and gross weight;
 - (h) grade of the grain;
 - (i) signature of the grower or his representative certifying to the correctness of such particulars as are known to the grower; and
 - (j) signature of the duly authorised officer of the Company certifying to the correctness of such particulars as are known to him.

WARRANTS.

10. (1) Prior to the Company issuing a warrant the grower shall produce to the Company the weighbridge tickets issued in respect of his grain accompanied by a statement in writing showing—

- (a) the number of each ticket and the quantity represented thereby;
- (b) in the case of partnerships or sharefarmers requiring separate warrants in respect of each partner or sharefarmer as the case may be, the signature of each party to such requisition;
- (c) an authorisation to the Company to issue the warrant or warrants required specifying the quantities to be represented on each warrant and the name or names in which they are to be issued; and
- (d) an authorisation to the Company to register the toll credits in the name or names of the grower or growers.

(2) As soon as practicable after the receipt of the statement referred to in subregulation (1) of this regulation the Company shall issue a warrant or warrants specifying—

- (a) the type of grain;
- (b) the grade of the grain;
- (c) the number of the warrant;
- (d) the date of issue;
- (e) the place of receipt of the grain;
- (f) the name in which the warrant is issued;
- (g) the full name of the grower;
- (h) the postal address of the grower;
- (i) the quantity in words and in figures represented by the warrant;
- (j) the amount of dockage;
- (k) the signature of the issuing officer;
- (l) the then existing freight or transportation charges from place of receipt to the natural port terminal as gazetted; and
- (m) such other particulars as may be appropriate.

(3) Each warrant shall bear space for at least three witnessed endorsements.

DELIVERY OF GRAIN TO THE COMPANY.

11. (1) Every person growing grain for delivery to the Company shall in each year in respect to each type of grain proposed to be delivered furnish to the Company—

(a) on or before the fifteenth day of August a preliminary estimate showing—

- (i) acreage sown,
- (ii) place or places where delivery is proposed to be made,
- (iii) estimated quantity for delivery at each place, and
- (iv) name of grower; and

(b) between the first and fifteenth days of October, a final estimate showing—

- (i) acreage sown,
- (ii) place or places where delivery is proposed to be made,
- (iii) estimated quantity for delivery at each place, and
- (iv) name of grower.

(2) Every person proposing to deliver grain to the Company shall, in respect to each type of grain proposed to be delivered, furnish to the Company before tendering delivery, a statement signed by him declaring or certifying as the circumstances require, that—

(a) the grain is of the then current season;

(b) the grain has been or is contained only in bags or other containers, including farm implements, bulk grain motor bodies, and farm storages, that—

- (i) had not contained any cereal or cereal product prior to containing grain of the then current season; or
- (ii) had previously contained a cereal or cereal product but have been freed of all such cereal or cereal product and treated by adequate treatment and have not since contained any cereal or cereal product other than grain of the current season and are free of insects and vermin; and

(c) the grain has not been treated with substances for the control of insects or if so treated that the grain has been treated and the name of the substance and the nature of the treatment.

(3) The Company shall not receive any grain from a grower or his representative unless and until the statement referred to in subregulation (2) of this regulation has been received.

(4) (a) Every person tendering grain to the Company shall with each load tendered deliver or cause to be delivered to the duly authorised officer of the Company at the receival point a written statement showing in respect of the grain the—

- (i) time of delivery,
- (ii) date of delivery,
- (iii) place of delivery,
- (iv) name of the carter,
- (v) name of the grower, and
- (vi) approximate number of bushels delivered.

(b) The statement with the first load of each type of grain tendered in each season on account of each grower shall be signed by the grower.

(c) The Company shall not receive grain from a person until the statement required by this sub-regulation has been delivered.

(5) (a) Every person having grain to deliver to the Company shall, unless some other point has been nominated by the Company, deliver the grain at the Company's receival point nearest to the place where the grain was grown.

(b) The Company may decline to receive grain from any person tendering it in contravention of this sub-regulation.

(6) Upon grain being tendered or before a warrant is issued for any grain the Company may require the person who claims to be the grower of the grain or to be the representative of the grower to furnish a statutory declaration setting out full details of production and ownership including the farm and location where it was grown, the name of the grower, and the interest of any other person in the grain.

NOTIFICATION OF ARRANGEMENTS TO RECEIVE GRAIN AND TO
CEASE RECEIVING GRAIN.

12. (1) Prior to receiving grain at a receival point in each season, the Company shall—

- (a) where circumstances permit, seven days before so receiving, but, in any case, at least twenty four hours before so receiving, display a notice at that point specifying the date it proposes to commence receiving the type or types of grain it will receive, and the day or days of the week on which and the hours during which it will take delivery; and
- (b) cause an advertisement to be inserted in *The West Australian* newspaper, specifying the date or dates on which it proposes to commence receiving at the receival point or points named therein and the type of grain to be received.

(2) Subject to these regulations, the Company shall receive grain in accordance with the notice and advertisement pursuant to subregulation (1) of this regulation.

(3) Where circumstances so require it, the Company may commence receiving prior or subsequently to the date specified in accordance with subregulation (1) of this regulation, but shall as soon as practicable thereafter display a notice at the receival point specifying the altered date and the reason for the alteration.

(4) The Company shall, if requested to do so by a bush fire control officer appointed under the Bush Fires Act, 1954, cease receiving grain at any receival point for the period so requested.

(5) The Company may, because of weather conditions, cease to receive grain at any receival point at any time for such period as it considers necessary.

(6) The Company may alter the day or days on which it will receive a type or types of grain at a receival point but at least twenty four hours before so altering shall display a notice at that point specifying the alteration.

(7) The Company may on posting a notice seven days beforehand at a receival point cease receiving grain but there shall, if requested by any grower, make adequate arrangements to receive his grain.

(8) The Minister may on reasonable cause require the Company to alter the arrangements indicated by it under sub-regulation (1), (6) or (7) of this regulation and the Company shall obey such a requisition.

LIMITATIONS ON GRAIN TO BE DELIVERED TO THE
COMPANY.

13. (1) A person shall not without the prior consent of the Company deliver or attempt to deliver grain that—

- (a) has been pickled;
- (b) is green or immature;
- (c) contains green immature material;
- (d) is of a season other than the current season at the time of delivery;
- (e) is insect infested;
- (f) includes bored kernels;
- (g) contains primary noxious weeds as defined in the Noxious Weeds Act, 1950;
- (h) contains prohibited seeds as defined in the Seeds Act, 1950;
- (i) may contaminate or reduce the average quality of other grain in the custody of the Company; or
- (j) cannot be handled in bulk.

(2) Where a person delivers grain to the Company in contravention of this regulation, he is liable to the Company for any expenses and damages that the Company sustains in consequence thereof, and the Company may separate so much of such grain from any other grain in the bin or other receptacle as is practicable and the grower is bound to pay the costs of and the costs incidental to the separation.

(3) A person who delivers or attempts to deliver grain to the Company in contravention of this regulation is, without prejudice to any right the Company may have to recover damages at law, liable to a penalty not exceeding two hundred dollars.

DETERMINATION OF GRADE OR DOCKAGE AND OF DISPUTES.

14. (1) Where the grower or his representative consents to the determination of grade or dockage or both at a nominated office of the Company, the officer at the point where the grain is tendered shall—

- (a) in the presence of the grower or his representative—
 - (i) draw a representative sample of not less than four pints;
 - (ii) divide the said sample into two equal sub-samples;
 - (iii) seal each sample with a statement showing the relevant details in a sample bag supplied by the Company;
- (b) fasten securely to each of the sample bags an address label showing the date, the type of grain, the name of the grower, the name of the receival point and the letter "S";
- (c) send one sub-sample to the office of the Company;
- (d) retain the other sub-sample at the receival point; and
- (e) where a weighbridge ticket is issued, mark it or cause it to be marked with the letter "S" in the space provided for marking dockage.

15. (1) Where the grower or his representative requires that the determination of grade or dockage or both shall be made by an officer at Perth, he shall—

- (a) complete a Form 2 in duplicate; and
- (b) as soon as it is practicable deliver the completed form in duplicate to the officer at the point where the grain was tendered.

(2) Where a grower or his representative complies with the provisions of subregulation (1) of this regulation the officer at the point where the grain is tendered shall—

- (a) in the presence of the grower or his representative—
 - (i) draw a representative sample of not less than four pints;
 - (ii) divide the said sample into two equal sub-samples; and
 - (iii) seal each sub-sample with one copy of the Form 2 in a sample bag supplied by the Company,
- (b) fasten securely to each of the sample bags an address label showing the date, the type of grain, the name of the grower, the name of the receival point and the letters "S.P.C.";
- (c) send one sub-sample to the office of the Company at Perth; and
- (d) retain the other sub-sample at the receival point; and
- (e) where a weighbridge ticket is issued, mark it or cause it to be marked with the letters "S.P.C." in the space provided for marking dockage.

(3) On receipt of a sub-sample sent to the office pursuant to paragraph (c) of subregulation (2) of this regulation an officer of the Company shall examine it and assess the grade and dockage or, at his discretion, require the sub-sample retained at the receival point to be forwarded and may make his assessment on the basis of either or both of the sub-samples.

16. (1) Where a grower or his representative requires the determination of grade or dockage or both to be made by the department, he shall—

- (a) complete a Form 3 in triplicate; and
- (b) as soon as practicable deliver the completed form in triplicate to the officer at the point where the grain was tendered.

(2) Where a grower or his representative complies with the provisions of subregulation (1) of this regulation the officer shall—

- (a) in the presence of the grower or his representative—
 - (i) take a representative sample of not less than six pints;
 - (ii) divide the said samples into three equal sub-samples; and
 - (iii) seal each sub-sample with one copy of the Form 3 in a sample bag supplied by the Company;
- (b) fasten securely to each of the sample bags an address label showing the date, the type of grain, the name of the grower, the name of the receival point and the letters "S.P.";
- (c) send one sub-sample to the office of the Company in Perth; and

- (d) give one sub-sample to the grower or his representative;
 - (e) send the third sub-sample to the Department; and
 - (f) where a weighbridge ticket is issued mark it or cause it to be marked with the letters "S.P." in the space provided for marking dockage.
- (3) Where an officer gives a sub-sample to a grower or his representative pursuant to paragraph (d) of subregulation (2) of this regulation the grower or his representative shall send it together with an examination fee of \$2 to the Department.
- (4) On receipt of the sub-samples sent pursuant to paragraph (e) of subregulation (2) and pursuant to subregulation (3) of this regulation, the Department—
- (a) shall examine each separately and assess the grade or dockage or both on the basis of the combined examination; and
 - (b) may reject either of the sub-samples and make its assessment on the basis of the remaining sub-sample or require the sub-sample retained by the Company to be forwarded and make its assessment on the basis of any one or more of the sub-samples.
17. (1) Where the Company makes a determination of the grade or dockage or both in accordance with regulation 14 or 15 it shall notify the grower or his representative of the determination.
- (2) Where the Department makes a determination of the grade or dockage or both in accordance with regulation 16—
- (a) the Department shall inform the Company of the determination; and
 - (b) on being informed of the determination by the Department, the Company shall notify the grower or his representative of the terms of the determination.

GRADES AND DOCKAGES.

18. (1) The things giving rise to dockage and the extent to which dockage is applicable are as set out in the Second Schedule.
- (2) Samples for grades and dockages shall be drawn with a double-shelled slotted sampling spear, or if such a spear is not available, with the hand and in either case the spear or hand shall be thrust deeply into different parts of the bulk load or different bags in the load so as to collect an adequate representative sample of the whole, and when required for the assessment of dockage the sample shall be more than one point in volume.
- (3) Bushel weight for grades and dockages shall be determined from a sub-sample of not less than one pint which shall include all admixtures, and such sub-sample shall be weighed on an Australian Standard Chondrometer Mark I or any other instrument giving similar results.
- (4) In wheat—
- (a) a sample of not less than one pint shall be used to determine the proportion of admixtures of unmillable material, seeds other than wheat, doublegees and Saffron thistle;
 - (b) an inspection of each load shall be made to determine—
 - (i) the presence of kernels that are musty, smut-tipped, sick, red, sprouted, pickled, immature or tainted;
 - (ii) the presence of admixtures of green immature material, ball smut, Melilotus, Black Bindweed, Wild Lettuce, prohibited or noxious weed seeds, insects, sticks, stones or earth; and
 - (iii) the proportion of water content; and
 - (c) a sub-sample of not less than five hundred kernels shall be used to determine the proportion of tipped, mould affected and heat damaged kernels.
- (5) In six-row barley—
- (a) a sample of not less than one pint shall be used to determine—
 - (i) the proportion of screenings; and
 - (ii) the proportion of admixtures of foreign material and doublegees;
 - (b) an inspection of each load shall be made to determine—
 - (i) the presence of kernels that are pickled, musty, mould affected, sprouted, immature, tainted or heavily weather stained;

- (ii) the presence of admixtures of green immature material, sticks, stones, earth, insects, prohibited or noxious weed seeds; and
 - (iii) the proportion of water content; and
 - (c) a sub-sample consisting of not less than four hundred kernels shall be used to determine the proportions of smutted kernels, heat damaged kernels, two-row barley kernels, blue kernels or ball smut.
- (6) In two-row barley—
- (a) a sample of not less than one pint shall be used to determine—
 - (i) the proportion of screenings; and
 - (ii) the proportion of admixtures of foreign material or doublegees;
 - (b) an inspection of each load shall be made to determine—
 - (i) the presence of kernels that are pickled, tainted, musty, sprouted, immature or mould affected;
 - (ii) the presence of admixtures of green immature material, sticks, stones, earth, insects, prohibited or noxious weed seeds; and
 - (iii) the proportion of water content; and
 - (c) a sub-sample consisting of not less than four hundred kernels shall be used to determine the proportions of skinned, broken, smutted, or heat damaged kernels, ball smut or kernels of six-row barley.
- (7) In oats—
- (a) a sample of not less than one pint shall be used to determine—
 - (i) the proportion of screenings, smut affected kernels; and
 - (ii) the proportion of admixtures of foreign material;
 - (b) an inspection of each load shall be made to determine—
 - (i) the presence of kernels that are immature, tainted, musty, pickled, sprouted, mould affected, or weather stained;
 - (ii) the presence of green immature material, doublegees, sticks, stones, earth, insects, prohibited or noxious weed seeds; and
 - (iii) the proportion of water content; and
 - (c) a sub-sample consisting of not less than five hundred kernels shall be used to determine the proportion of speargrass.

REQUEST FOR DELIVERY OF GRAIN SCHEDULING
AND SURRENDERING WARRANTS.

19. (1) Every holder of a warrant desiring to obtain grain from the Company shall—
- (a) submit a written request accompanied by the warrant or warrants in respect of which the delivery is required;
 - (b) submit a list specifying the—
 - (i) type or grain,
 - (ii) number or numbers of the warrant or warrants,
 - (iii) name of the grower or growers,
 - (iv) place or places at which the grain was delivered,
 - (v) quantity represented by each warrant,
 - (vi) dockage shown on each warrant,
 - (vii) quantity delivered at each place,
 - (viii) transport rate from each such place,
 - (ix) total amount of transport charges from each such place,
 - (x) place of delivery by the Company,
 - (xi) quantity desired daily, and
 - (xii) date at which it is desired delivery by the Company shall commence;
 - (c) submit a summary sheet showing in respect to each page of the list mentioned in paragraph (b), of this subregulation—
 - (i) total quantity of grain represented by the warrant or warrants,
 - (ii) total amount of dockage,
 - (iii) total of the transport charges, and
 - (iv) amount to be paid by the warrant holder in respect to each and every charge authorised by the Act;

(d) pay to the Company—

- (i) the toll in respect of the warrant or warrants together with all other charges and dockages that are ascertainable in the particular case; and
 - (ii) subject to later adjustment between the holder and the Company the amount of charges that are not definitely ascertainable on the date of the surrender of the warrant as calculated by the Company to the date on which it is then expected that the quantity of grain will be actually delivered; and
- (e) where he requires grain that has been received in a recognised railway zone to be delivered to a point in some other recognised railway zone, pay the Company, in addition to the cost of transport and applicable prescribed charges, such additional charges as the Company may reasonably incur in delivering the grain from the receival point to the particular place of delivery.

(2) To facilitate the delivery of grain in the early stages of a season the Company may waive the provisions of sub-regulation (1) of this regulation and supply grain without the surrender of warrants on specified conditions including a time for the later surrender of the warrants, but in that case the Company may require the holder desiring such delivery to give an undertaking secured by a bond and guarantee to secure the surrender of the warrants within the time specified by the Company and the performance of any other specific conditions.

(3) The Company shall as nearly as practicable commence and maintain delivery in accord with the request by the holder.

DESTINATION OF GRAIN.

20. Subject to section 15 of the Act, the Company shall deliver grain at any railway station or port in the State as required by the holder of the warrant, but subject to regulation 21, is not obliged to deliver grain from the particular point of receival as shown on the warrant.

DELIVERY FROM PLACE OF RECEIVALS.

21. (1) Where the holder of a warrant in respect of grain received by the Company at any receival point before the fifteenth day of March in any season notifies the Company within seven days after the issue of the warrant that the holder desires the Company to deliver to the holder grain from the place of receival, the Company shall deliver to the holder grain from that particular place except where—

- (a) the holder and the Company agree to a different place of delivery;
- (b) the Company has made adequate provision at some other convenient place to deliver to the holder grain from the same district as the place of receival; or
- (c) the holder does not bona fide require the grain for processing requirements in his own business.

(2) Notwithstanding sub-regulation (1) of this regulation the Company is not obliged to hold grain after the thirtieth day of April in the season in which it is received.

QUANTITY OF GRAIN ON DELIVERY

22. The holder of a warrant shall accept the weight on the warrant to the nearest practical unit of measurement.

DELIVERY OF GRAIN FOR SHIPMENT.

23. (1) Where the holder of a warrant requires grain to be delivered to a vessel at a port the following conditions shall subject to regulation 22 apply—

- (a) the holder shall berth vessels with all reasonable despatch at a bulk loading berth nominated by the Company;
- (b) the Company shall deliver and the holder shall accept the grain with all reasonable despatch and in any case, subject to section 15 of the Act, at a rate of not less than one thousand tons in an ordinary weather working day of eight hours;

- (c) the Company and the holder shall observe the roster drawn up by the Board;
 - (d) the Board may require overtime to be worked for the delivery or loading of grain;
 - (e) the Company shall at the request of the holder provide bagged grain for such purposes as are usual in connection with the bulk loading of grains;
 - (f) on completion of the bulk loading the holder shall, on being requested to do so, forthwith move the vessel;
 - (g) the Company completes delivery in the case of bulk grain when the grain passes out of the spout over the ship's hold and in the case of bagged grain when the grain is delivered over ship's rail.
- (2) When work is performed in accordance with the conditions prescribed in subregulation (1) of this regulation the following further conditions shall apply—
- (a) liability for payment for overtime shall be settled by agreement between the parties;
 - (b) if any delay occurs because the Company is unable to deliver or the holder of the warrant is unable to receive grain in accordance with the Board's directions, the party at fault shall pay to the other party any extra charges reasonably incurred; and
 - (c) where the holder of a warrant requires the Company to provide bagged grain the holder of the warrant shall—
 - (i) pay the Company the cost of bagging grain;
 - (ii) receive and place bagged grain on board ship without unduly interfering with the continuity of bulk loading; and
 - (iii) reimburse the Company for all expenses incurred by reason of a breach of this paragraph.
- (3) Where any dispute arises in the performance of the terms of this regulation it shall be referred to arbitration.

DELIVERY OF GRAIN OTHER THAN FOR SHIPMENT.

24. Where the holder of a warrant requires the grain to be delivered other than to a vessel at a port—
- (a) the weight of the grain delivered shall be as ascertained at a place as near as practically convenient to the place of delivery required by the holder;
 - (b) the Company shall with all reasonable despatch load and consign to the place of delivery and in such daily quantities as the holder may require, but where, at the option of the Company, delivery is made from a store in the metropolitan area the holder shall provide or cause to be provided the necessary road transport and the Company shall with all reasonable despatch load such transport; and
 - (c) the holder shall take delivery of grain in rail road trucks without delay and in the time prescribed by railway or other regulations as the case requires, and if he fails in this respect he shall pay to the Company such costs as are incurred by the Company by reason of such failure.

COMPANY MAY SELL IF DELIVERY NOT TAKEN BEFORE THE THIRTIETH DAY OF SEPTEMBER.

25. (1) Where a warrant holder does not take delivery of grain on or before the thirtieth day of September next following the receipt of the grain in respect of which the warrant was issued the Company may—
- (a) retain the grain in storage until a date specified by the Company at a rate of storage not exceeding three cents a bushel a week; or
 - (b) where no date is specified,
 - (i) remove such grain, at any time after the said thirtieth day of September, from the storage in which it is stored to any other storage,
 - (ii) hold the grain in such other storage until it is taken by the warrant holder, and
 - (iii) charge the warrant holder all extra costs incidental to such removal and storage;

- (c) where the Company removes grain from storage pursuant to the provisions of subparagraph (i) of paragraph (b) of this sub-regulation its obligations in relation to the care of the grain shall, except in the case of deliberate mishandling on the part of its servants, thereupon cease.

26. Where the Company elects to sell grain after the thirtieth day of September, next following its receipt, it—

- (a) may sell it in one or more parcels, in one or more different sales, or separately or together with any other grain—
- (i) by public tender advertised in the public press;
 - (ii) at market price as defined by section 16 of the Act; or
 - (iii) at the best price the Company can obtain inside or outside the State;

and may do all things necessary and incidental to complete such a sale or sales;

- (b) may deduct from the proceeds of the sale or sales the tolls and other charges and levies that would have been payable by the holder of the warrant on its surrender on the thirtieth day of September together with a storage charge of three cents per bushel a month or part of a month from that date until the date the buyer of the grain takes delivery of it and any other expenses incurred in transporting and selling the grain;
- (c) shall hold the balance of the proceeds of the sale or sales on account of the holder of the warrant against surrender thereof to the Company, but subject to the rights and claims of encumbrancers and of the holders of any other claims or interest in the grain and of persons entitled to the proceeds of the sale of the grain;
- (d) may delay accounting for the proceeds of the sale or sales of the grain until it has sold all the grain in store after the thirtieth day of September that it is empowered to sell but where it so delays it shall—
- (i) place in a trust account the proceeds of each sale as and when received,
 - (ii) deduct from the amount in the trust fund after all sales the expenses and charges common to those sales,
 - (iii) credit to the holder of each warrant representing part of all that grain sold, a proportion of the remainder of the money in trust equal to the proportion that the part of the grain sold represented by the warrant bears to all the grain sold,
 - (iv) deduct from the amounts credited to each holder of the tolls, charges and levies, and dockages mentioned in his warrant,
 - (v) hold on account of each holder the balance of the amount credited to him against the surrender of his warrant to the Company but subject to the rights and claims of encumbrancers and of the holders of any other claims or interests in the grain represented in the warrant and of persons entitled to the proceeds of the sale of that grain.

QUANTITY OF GRAIN ON DELIVERY.

27. (1) The Company shall, subject to allowances for dockage, deliver to the holder of a warrant or on his behalf and at his direction, grain of the type corresponding with, and of a grade at least equal to, that in respect of which the warrant was issued but grain shall be deemed of that type and equal to that grade if—

- (a) where the grain is delivered for shipment, a running bulk sample of each shift worked in loading the grain into a vessel; or
- (b) where the grain is delivered other than for shipment, a running bulk sample of each truck or container in which the grain is delivered,

is of that type and equal to that grade.

(2) A representative of the Company and the holder or his agent shall, at the time of delivery, assess the grade and dockage in accordance with regulation 18.

DISPUTES AS TO QUALITY ON DELIVERY BY THE COMPANY—
DRAWING OF SAMPLE.

28. (1) Where a dispute arises between the holder and the Company as to the quality or condition of grain they shall—

- (a) take jointly a representative sample and seal a reasonable portion of the sample, as required by the arbitrators or the Department as the case may be, in a stout envelope or container;
- (b) where the grain is tendered for shipment forward the sealed portion to the arbitrators; and
- (c) where the grain is tendered for other than shipment forward the sealed portion to the Department subject to prior payment by the holder to the Department of a fee of \$2 for inspection of that portion by an officer of the Department on condition that if the officer decides against the Company the Company shall reimburse the holder for the amount of the fee.

LOST WARRANTS.

29. Where a warrant holder requires a replacement of a warrant lost or destroyed—

- (a) the holder shall—
 - (i) procure from some person or persons acceptable to the Company an indemnity in accordance with Form 4 or in any other form required by the Company; and
 - (ii) make in accordance with Form 5 and produce to the Company a statutory declaration of the circumstances attendant upon the loss or destruction; and
- (b) where the holder complies with the requirements of paragraph (a) of this sub-regulation the Company shall—
 - (i) at the cost of the holder advertise the loss or destruction in "The West Australian" newspaper and give notice in that advertisement that it intends, after the expiration of a specified time, to issue a warrant in place of the warrant lost or destroyed; and
 - (ii) if at the expiration of the time specified in item (i) of this paragraph the warrant has not been discovered, issue to the holder, on payment by him of a fee of \$2.00 a warrant of a separate series to the warrant lost or destroyed stating on the face of it that it is issued in substitution for the warrant lost or destroyed.

ISSUE OF A NUMBER OF WARRANTS IN EXCHANGE FOR ONE WARRANT.

30. (1) A holder requiring two or more warrants in exchange for one warrant shall submit the warrant to the Company together with a request in writing for the issue of separate warrants, a fee of \$2.00, and a list showing the—

- (a) number of warrants required;
 - (b) quantity of grain (being not more in total than shown on the surrendered warrant) to be represented by each;
 - (c) name or names in which the warrants are to be issued;
 - (d) dockage (being not less in total than the dockage shown on the surrendered warrant) to be shown on each; and
 - (e) such other particulars as are applicable.
- (2) Where a holder complies with the requirements of subregulation (1) of this regulation the Company shall forthwith—
- (a) cancel the warrant submitted; and
 - (b) issue to the holder warrants of a separate series to the warrant submitted and clearly stating on the face of each warrant then issued that it is issued in a specified part substitution of the warrant submitted.

COMPOSITE WARRANTS.

31. (1) A holder of warrants representing a single type of grain grown by one grower and delivered at one particular place, requiring one warrant in exchange for such warrants, shall submit the warrants to the Company together with a request in writing for the issue of a composite warrant, a fee of \$2.00 and a list showing the—

- (a) numbers of the warrants,
- (b) type of grain,
- (c) grower,
- (d) place of delivery,
- (e) quantities represented by each warrant,
- (f) amount of dockage appearing on each warrant, and
- (g) such other particulars as are applicable.

(2) Where a holder complies with the requirements of sub-regulation (1) of this regulation the Company shall forthwith—

- (a) cancel the warrants submitted; and
- (b) issue to the holder a warrant of a separate series to the warrants submitted and clearly stating on the face of it that it is a composite warrant in substitution for the warrants submitted.

ARBITRATION.

32. Subject to the express provisions of this Act and those regulations, if a dispute arises between the Company and the holder of a warrant concerning the performance or observance by either party of the provisions of the Act or the regulations, the matters and all questions incidental thereto shall be referred to arbitration under the provisions of the Arbitration Act, 1895.

First Schedule.

1. WESTERN AUSTRALIAN F.A.Q. WHEAT:

- (1) Shall—
 - (a) weigh with all admixtures not less than fifty-nine pounds to the imperial bushel,
 - (b) be of the current season, and
 - (c) contain not more than twelve per centum of water;
- (2) shall not be—
 - (a) tainted, or
 - (b) musty;
- (3) shall not include kernels that are—
 - (a) pickled,
 - (b) sprouted,
 - (c) red,
 - (d) smut-tipped,
 - (e) sick, or
 - (f) immature;
- (4) shall not include more than—
 - (a) ten per centum of tipped kernels,
 - (b) ten per centum of mould affected kernels,
 - (c) one tenth of one per centum of heat damaged kernels;
- (5) shall not contain an admixture of more than—
 - (a) (i) ten per centum by volume of unmillable material which will not pass through a wheat screen, or
 - (ii) five per centum of unmillable material that will pass through a wheat screen of which quantity not more than one per centum shall be seeds other than wheat; or
 - (b) to the pint—
 - (i) thirty seeds, other than wheat, Saffron Thistle or doublegees that will not pass through a wheat screen, and not more than twenty being wild oats,
 - (ii) more than one Saffron Thistle (*Carthamus Lanatus*) seed, or
 - (iii) more than one doublegee;
- (6) shall not contain any admixture of—
 - (a) green immature material,
 - (b) ball smut,
 - (c) seeds of *Melilotus* (*Melilotus indica*), Black Bindweed (*Polygonum convolvulus*), Wild Lettuce (*Lactucia saligna* L), Mexican Poppy (*Aregenome mexicana*).
 - (d) insects,
 - (e) sticks,
 - (f) stones, or
 - (g) earth.

2. WESTERN AUSTRALIAN No. 1 OFFGRADE WHEAT:

- (1) Shall—
 - (a) weigh with all admixtures not less than fifty pounds to the imperial bushel,
 - (b) be of the current season, and
 - (c) contain not more than twelve per centum of water;
- (2) shall not be—
 - (a) tainted, or
 - (b) musty;
- (3) shall not include kernels that are—
 - (a) pickled,
 - (b) red,
 - (c) smut-tipped,
 - (d) sick, or
 - (e) immature;

- (4) may include more than—
 - (a) ten but not more than twenty-five per centum of tipped kernels, or
 - (b) ten but not more than twenty-five per centum of mould affected kernels;
 - (5) shall not include more than—
 - one-tenth of one per centum of heat damaged kernels;
 - (6) shall not contain any admixture of—
 - (a) green immature material,
 - (b) ball smut,
 - (c) seeds of *Melilotus* (*Melilotus indica*), Black Bindweed (*Polygonum convolvulus*), Wild Lettuce (*Lactucia saligna* L.) Mexican Poppy (*Aregenome mexicana*),
 - (d) insects,
 - (e) sticks,
 - (f) stones, or
 - (g) earth;
 - (7) may contain an admixture of more than—
 - (a) (i) ten per centum by volume of unmillable material that will not pass through a wheat screen,
 - (ii) five but not more than fifteen per centum by volume of unmillable material excluding seeds other than wheat that will pass through a wheat screen,
 - (iii) one but not more than three per centum of seeds other than wheat that will pass through a wheat screen;
 - (b) to the pint—
 - (i) thirty but not more than one hundred seeds, other than wheat, Saffron Thistle or doublegees that will not pass through a wheat screen,
 - (ii) one but not more than forty seeds of Saffron Thistle (*Carthamus Lanatus*),
 - (iii) one but not more than forty doublegees.
3. WESTERN AUSTRALIAN STANDARD SIX-ROW BARLEY:
- (1) Shall—
 - (a) weigh with all admixtures not less than forty-two pounds to the imperial bushel,
 - (b) be of the current season, and
 - (c) contain not more than twelve per centum of water;
 - (2) shall not be—
 - (a) tainted,
 - (b) musty, or
 - (c) heavily weather stained;
 - (3) shall not include kernels that are—
 - (a) pickled,
 - (b) sprouted,
 - (c) immature, or
 - (d) mould affected;
 - (4) shall not include more than—
 - (a) four pounds to the imperial bushel of screenings,
 - (b) one per centum of smutted kernels,
 - (c) one tenth of one per centum of heat damaged kernels, or
 - (d) three per centum of blue kernels;
 - (5) shall not contain an admixture of more than—
 - (a) three pounds to the imperial bushel of foreign material,
 - (b) one per centum of ball smut, or
 - (c) one doublegee to the pint;
 - (6) shall not contain any admixture of—
 - (a) green immature material,
 - (b) sticks,
 - (c) stones,
 - (d) earth, or
 - (e) insects.

4. WESTERN AUSTRALIAN MANUFACTURING GRADE TWO-ROW
BARLEY:

- (1) Shall—
 - (a) weigh with all admixtures not less than forty-two pounds to the imperial bushel,
 - (b) be of the current season, and
 - (c) contain not more than twelve and a half per centum of water;
- (2) shall not be—
 - (a) tainted, or
 - (b) musty;
- (3) shall not include kernels that are—
 - (a) pickled,
 - (b) sprouted,
 - (c) immature, or
 - (d) mould affected;
- (4) shall not include more than—
 - (a) fifteen per centum of screenings,
 - (b) twenty per centum of skinned or broken kernels,
 - (c) one per centum of smutted grains, or
 - (d) one tenth of one per centum of heat damaged grain;
- (5) shall not contain an admixture of more than—
 - (a) one pound to the imperial bushel of foreign material,
 - (b) one per centum of ball smut,
 - (c) five per centum of six-row barley, or
 - (d) one doublegee to the pint;
- (6) shall not contain any admixture of—
 - (a) green immature material,
 - (b) sticks,
 - (c) stones,
 - (d) earth, or
 - (e) insects.

5. WESTERN AUSTRALIAN STANDARD OATS:

- (1) Shall—
 - (a) weigh with all admixtures not less than thirty-five pounds to the imperial bushel,
 - (b) be of the current season, and
 - (c) contain not more than twelve per centum of water;
- (2) shall not be—
 - (a) tainted, or
 - (b) musty;
- (3) shall not include kernels that are—
 - (a) pickled,
 - (b) sprouted,
 - (c) immature,
 - (d) mould affected, or
 - (e) weather stained;
- (4) shall not include more than—
 - (a) four pounds to the imperial bushel of screenings, or
 - (b) ten smut affected grains to the pint;
- (5) shall not contain an admixture of more than—
 - (a) four pounds to the imperial bushel of foreign material, or
 - (b) one per centum of speargrass;
- (6) shall not contain any admixture of—
 - (a) green immature material,
 - (b) sticks,
 - (c) stones,
 - (d) earth,
 - (e) insects, or
 - (f) doublegees.

Second Schedule.

Scale of Dockages.

1. The amount of dockages to be assessed for each bushel for various defects in each type of grain shall be as set out below.

2. No. 1. *Offgrade Wheat*:

(1) (a) If the bushel weight exceeds fifty-nine pounds the following dockages shall be assessed when a load contains—

(i) unmillable material (excluding seeds other than wheat) that will pass through a wheat screen—

Over five but not more than ten per centum by volume	5 cents
Over ten but not more than fifteen per centum by volume	8 cents

(ii) unmillable material that will not pass through a wheat screen in excess of ten per centum by volume
 5 cents |

(iii) seeds (other than wheat) that will pass through a wheat screen in excess of one per centum by volume but not in excess of three per centum by volume
 5 cents |

(iv) tipped or mould affected kernels in excess of ten but not exceeding twenty-five per centum of sprouted kernels
 3 cents |

(v) Saffron thistle seeds or doublegees in respect of each kind of seed—

2 - 10 to the pint	5 cents
11 - 20 to the pint	10 cents
21 - 40 to the pint	20 cents

(vi) seeds (other than wheat, saffron thistle and doublegees) which will not pass through a wheat screen—

Up to 50 to the pint	5 cents
51 to 100 to the pint	10 cents

(b) Dockages assessed pursuant to items (i), (ii) and (iii) of paragraph (a) of sub-clause (1) of this clause are assessable to a maximum of 8 cents.

(2) (a) If the bushel weight is less than 59 lbs the following dockages shall be assessed—

When the weight is 58 lb. or over but less than 59 lb. ...	4 cents
When the weight is 57 lb. or over but less than 58 lb. ...	6 cents
When the weight is 56 lb. or over but less than 57 lb. ...	8 cents
When the weight is 55 lb. or over but less than 56 lb. ...	10 cents
When the weight is 54 lb. or over but less than 55 lb. ...	12 cents
When the weight is 53 lb. or over but less than 54 lb. ...	15 cents
When the weight is 52 lb. or over but less than 53 lb. ...	20 cents
When the weight is 51 lb. or over but less than 52 lb. ...	25 cents
When the weight is 50 lb. or over but less than 51 lb. ...	30 cents

(b) when a load contains material to the extent specified in items (i), (ii) or (iii) of paragraph (a) of sub-clause (1) of this clause and the undermentioned dockages are applied in respect of bushel weight, the dockages for such material shall be as shown—

dockage for bushel weight

4 cents	4 cents
6 cents	2 cents
8 cents or more	Nil

(c) when a load contains material of the nature and to the extent specified in items (v) and (vi) of paragraph (a) of sub-clause (1) of this clause the dockages set out in those items shall be assessed.

- (3) Notwithstanding the provisions of sub-clauses (1) and (2) of this clause the total aggregate dockage shall not exceed forty cents a bushel.

3. *Western Australian Standard Oats:*

The following dockages, which are cumulative up to a maximum of 10 cents a bushel, shall be assessed when:

- (a) the weight to the imperial bushel is—
- | | |
|--|---------|
| 39 lb. or more but less than 40 lb. | 1 cent |
| 38 lb. or more but less than 39 lb. | 2 cents |
| 37 lb. or more but less than 38 lb. | 3 cents |
| 36 lb. or more but less than 37 lb. | 4 cents |
| 35 lb. or more but less than 36 lb. | 5 cents |
- (b) a load contains—
- (i) to the imperial bushel, foreign material weighing—
- | | |
|--|---------|
| more than 1 lb. up to and including 2 lb. | 1 cent |
| more than 2 lb. up to and including 3 lb. | 2 cents |
| more than 3 lb. up to and including 4 lb. | 3 cents |
- (ii) to the imperial bushel, oats that will pass through an oats sieve and that weigh—
- | | |
|--|---------|
| more than 2 lb. up to and including 3 lb. | 2 cents |
| more than 3 lb. up to and including 4 lb. | 3 cents |
- (iii) smutted kernels—
- | | |
|--------------------------|---------|
| Up to 6 to the pint | 2 cents |
| 7 to 10 to the pint | 4 cents |
- (iv) percentages of Spear Grass—
- | | |
|--|---------|
| more than 0.05% up to and including 0.20% | 1 cent |
| more than 0.20% up to and including 0.35% | 2 cents |
| more than 0.35% up to and including 0.5% | 3 cents |
| more than 0.5% up to and including 0.75% | 4 cents |
| more than 0.75% up to and including 1.0% | 5 cents |

4. *Western Australian Standard Six-Row Barley:*

The following dockages, which are cumulative up to a maximum of 10 cents a bushel, shall be assessed when a load contains—

- (a) screenings in excess of 3 lb. up to 4lb. to the imperial bushel 2 cents
- (b) ball smut up to 1% 2 cents
- (c) smutted kernels up to 1% 2 cents
- (d) weather stained kernels 3 cents
- (e) to the imperial bushel foreign material and two-row barley kernels weighing in aggregate—
- | | |
|--|---------|
| more than 1 lb. up to and including 2 lb. | 1 cent |
| more than 2 lb. up to and including 3 lb. | 2 cents |

5. *Western Australian Manufacturing Grade Two-Row Barley:*

The following dockages, which are cumulative up to a maximum of 10 cents a bushel, shall be assessed when—

- (a) the percentage of skinned kernels is—
- | | |
|---|---------|
| more than 10% but is not more than 15% | 2 cents |
| more than 15% but is not more than 20% | 4 cents |
- (b) up to 1% of ball smut is present 3 cents

Third Schedule.

CHARGES AND DEDUCTIONS.

- (1) Handling Charge—4.160 cents a bushel.
- (2) Delivery by the Company at terminals—3.470 cents a bushel.
- (3) Overtime, engine hire and demurrage—Subject to the provisions of the Act relating to liability for payment of these charges the charges shall be made at actual cost.
- (4) Transport—Actual amount incurred by the Company, calculated to the nearest one-thousandth part of one cent a bushel.
- (5) For any special services incurred by arrangement with the Company before or after the issue of the warrant—Such rate as is mutually agreed upon between the Company and the holder of the warrant.
- (6) For storage (after the 15th day of March)—0.305 of one cent a bushel a week or part of a week until the date of delivery of the grain.
- (7) Shrinkage—One half per centum of the total weight of the grain delivered.

Form 1.

Fourth Schedule.

Bulk Handling Act, 1967.

NOMINATION FORM (ELECTION OF MERCHANTS' REPRESENTATIVE TO SHIPPERS' DELIVERY BOARD).

To the Returning Officer,
for the Election of Merchants' Representative
on the Shippers' Delivery Board.

Dear Sir,

The undersigned, being a merchant operating in this State as a shipper of grain, hereby nominates of in the State of Western Australia, to stand for election as a representative of the merchants operating in this State who are shippers of grain.

Dated this day of 19.....

.....
Signature of nominating merchant or his authorised agent.

I, the abovenamed candidate, do hereby consent to stand for election as a representative of the merchants operating in this State who are shippers of grain.

Dated this day of 19.....

.....
Signature of Candidate.

Form 2.

Bulk Handling Act, 1967.

NOTICE DISPUTING ASSESSMENT OF GRADE AND DOCKAGE
(Determination by Company).

Co-operative Bulk Handling Limited,
PERTH.

I/we dispute the assessment of
(Name of Grower)
grade and dockage/grade/dockage* on a quantity of my grain details of which
are as hereunder and require that the grade and dockage/grade/dockage* shall
be determined at the registered or other office of the Company in accordance
with subsection (5) of Section 43 of the Bulk Handling Act, 1967.

.....
Signature of Grower or Grower's Representative.

DETAILS OF GRAIN

Type of grain
Tendered at (Place) on (Date)
Quantity bushelslb.
Weighbridge Ticket No.
Grade and dockage/Grade/Dockage* determined by Company Officer
.....

* Cross out which does not apply.

Form 3.

Bulk Handling Act, 1967.

NOTICE DISPUTING ASSESSMENT OF GRADE AND DOCKAGE
(Determination by Department of Agriculture).

Co-operative Bulk Handling Limited,
PERTH.

I/we dispute the assessment of
(Name of Grower)
grade and dockage/grade/dockage* on a quantity of my grain details of
which are as hereunder and require that the grade and dockage/grade/
dockage* shall be determined by an officer of the Department of Agri-
culture in accordance with subsection (5) of Section 43 of the Bulk
Handling Act, 1967.

.....
Signature of Grower or Grower's Representative.

DETAILS OF GRAIN

Type of grain
Tendered at (Place) on (Date)
Quantity bushelslb.
Weighbridge Ticket No.
Grade and dockage/Grade/Dockage* determined by Company Officer
.....
To be furnished in triplicate.

* Cross out which does not apply.

Form 4.

Bulk Handling Act, 1967.

INDEMNITY FOR LOST WARRANT.

Co-operative Bulk Handling Limited,
PERTH.

In consideration of your issuing a further warrant to.....
of for bushels lb.
of delivered at in lieu of Warrant
No., and which Warrant has been lost, as set out in the Statutory
Declaration hereto annexed, and signed by the said,
I/we hereby hold you indemnified and free from all liability of claims that
may be made upon you in respect of such grain and I/we also indemnify you
against any costs or expenses you may incur owing to any such further claim
which may be made.

I/We further undertake that, should the said Warrant No. be
recovered it will be returned to you immediately by
for cancellation.

Dated at this day of,
One thousand nine hundred and

Signed.....

Witness..... J.P.

Form 5.

Bulk Handling Act, 1967.

DECLARATION OF LOSS.

I/We of
in the State of Western Australia, do solemnly and sincerely declare as
follows:—

1. I am/We are the owner of Warrant No.....issued in the
name of.....for.....bushels.....
.....lb., of.....delivered in the names of.....
.....at.....to Co-operative Bulk Handling
Limited.

2. The said Warrant has been lost by me/us and I/we have been unable
to find it.

3. I/We have never at any time parted with the possession of the said
Warrant to any person or persons whomsoever, nor have I/we transferred
the said Warrant to any person or persons, or mortgaged or charged the
same to any person or persons for any moneys advances or other con-
sideration.

And I/we make this solemn declaration by virtue of Section One Hundred
and Six of the Evidence Act, 1906.

Declared at.....in the said State this
.....day of..... One thousand, nine
hundred and.....

Before me..... J.P.
(10c Duty Stamp.)

A fee of \$2 is payable to Co-operative Bulk Handling Limited, in connec-
tion with the above.