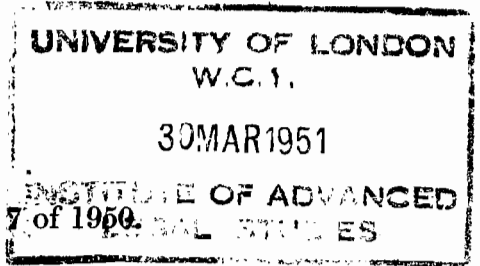


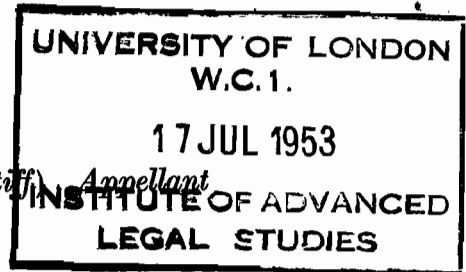
<sup>PC</sup>  
~~C.D.I. 26~~ → 26, 1950

26

In the Privy Council.



ON APPEAL FROM THE HIGH COURT  
OF AUSTRALIA



BETWEEN

NELUNGALOO PTY. LIMITED ... .. (Plaintiff) Appellant  
AND  
THE COMMONWEALTH OF AUSTRALIA,  
THE ATTORNEY-GENERAL FOR THE COMMONWEALTH  
OF AUSTRALIA,  
WILLIAM JAMES SCULLY and  
THE AUSTRALIAN WHEAT BOARD (Defendants) Respondents.

RECORD OF PROCEEDINGS

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INSTITUTE OF ADVANCED  
 LEGAL STUDIES,  
 25, RUSSELL SQUARE,  
 LONDON,  
 W.C.1.



**In the Privy Council.**

No. 7 of 1950.

**ON APPEAL FROM THE HIGH COURT  
OF AUSTRALIA****UNIVERSITY OF LONDON  
W.C.1.****17 JUL 1953**

BETWEEN

NELUNGALOO PTY. LIMITED ... .. (Plaintiff)  
 AND  
 THE COMMONWEALTH OF AUSTRALIA,  
 THE ATTORNEY-GENERAL FOR THE COMMONWEALTH  
 10 OF AUSTRALIA,  
 WILLIAM JAMES SCULLY and  
 THE AUSTRALIAN WHEAT BOARD (Defendants) Respondents.

**INSTITUTE OF ADVANCED  
LEGAL STUDIES****RECORD OF PROCEEDINGS****No. 1.****Writ of Summons.**In the High  
Court of  
AustraliaIN THE HIGH COURT OF AUSTRALIA.  
NEW SOUTH WALES REGISTRY.

No. 24 of 1946.

New South  
Wales  
Registry

Between

20 NELUNGALOO PTY. LIMITED ... .. Plaintiff  
 and  
 THE COMMONWEALTH OF AUSTRALIA, THE ATTORNEY-  
 GENERAL FOR THE COMMONWEALTH OF AUSTRALIA,  
 WILLIAM JAMES SCULLY and THE AUSTRALIAN WHEAT  
 BOARD... .. Defendants.

No. 1  
Writ of  
Summons,  
24th July,  
1946.

GEORGE THE SIXTH, by the Grace of God, of Great Britain,  
Ireland, and the British Dominions beyond the Seas, King, Defender of the  
Faith, Emperor of India.

To the Commonwealth of Australia, The Attorney-General for the  
Commonwealth of Australia, William James Scully and The Australian  
30 Wheat Board.

We command you, and each of you that within twenty-eight days after  
the service of this Writ on you inclusive of the day of such service you do

In the High Court of Australia cause an appearance to be entered for you in our High Court of Australia in an action at the suit of Nelungaloo Pty. Limited whose registered office is at 56 Wentworth Road, Burwood

New South Wales Registry

No. 1  
Writ of Summons,  
24th July,  
1946—  
*continued.*

And take notice that in default of your so doing the Plaintiff may proceed thereon and Judgment may be given in your absence.

Witness, The Right Honourable Sir John Greig Latham, G.C.M.G., Chief Justice of our said High Court the 24th day of July in the year of Our Lord One thousand nine hundred and forty-six.

F. C. LINDSAY,  
*District Registrar.* 10  
Writ of Summons.

N.B.—This Writ is to be served within twelve calendar months from the date thereof, or if renewed, within six calendar months from the date of the last renewal, including the day of such date, and not afterwards.

Appearance to this Writ may be entered by the Defendant either personally or by Solicitor at the District Registry of the High Court at Sydney.

If any Defendant neither resides nor carries on business in the State of New South Wales its appearance may, at its option be entered either at the place above mentioned or at the Principal Registry of the High Court at Melbourne in the State of Victoria. 20

The Plaintiff's claim is for the following relief :—

1.—A declaration that the National Security (Wheat Acquisition) Regulations (as amended) are invalid.

2.—A declaration that Regulation 19 of the National Security (Wheat Acquisition) Regulations (as amended) is invalid.

3.—A declaration that the Order dated the 16th day of November, 1939 and purporting to have been made under and pursuant to powers conferred by the National Security (Wheat Acquisition) Regulations (as amended) is invalid. 30

4.—Compensation for the acquisition by the Commonwealth of Australia of wheat from the 1945–1946 crop particulars of which claim are as follows :—

Wheat delivered to Silos :	3,786.20/60 bush.			
	at 9/9 bush.	...	£1,845	16 9
Bagged Wheat :	10,498.50/60 bush.			
	at 10/- bush.	...	£5,249	8 4
			£7,095	5 1
Less rail and handling ...	...	...	535	13 9
			£6,559	11 4 40
Less compensation received ...	...	...	3,047	15 9
Balance claimed ...	...	...	£3,511	15 7

5.—Alternatively to paragraph 4 the Plaintiff claims that the Defendant the Australian Wheat Board committed a trespass in respect of the wheat of the Plaintiff, whereby the Plaintiff has suffered loss and damage and the Plaintiff claims the sum of Three thousand five hundred and eleven pounds fifteen shillings and sevenpence (£3,511.15.7) damages for such trespass detailed particulars of which are as set out in paragraph 4 hereof and to which the Plaintiff craves leave to refer.

In the High Court of Australia

New South Wales Registry

No. 1

Writ of Summons, 24th July, 1946—

continued.

10 6.—Alternatively to paragraph 5 the Plaintiff claims that the Plaintiff agreed to sell to the Defendant The Australian Wheat Board and the Defendant The Australian Wheat Board agreed to buy from the Plaintiff certain wheat the property of the Plaintiff at a price to be ascertained in accordance with the fair market value thereof, and the Defendants have refused to pay to the Plaintiff the whole of the said price And the Plaintiff claims the sum of Three Thousand five hundred and eleven pounds fifteen shillings and sevenpence (£3,511.15.7) being the balance of the said price remaining unpaid detailed particulars of which are as set out in paragraph 4 hereof, and to which the Plaintiff craves leave to refer.

7.—An order that the Defendants do pay the Plaintiff's costs of this action.

20

J. W. MAUND & KELYNACK,  
*Solicitors for the Plaintiff,*  
62 Margaret Street, Sydney.

This Writ was issued by John Williams Maund of Messieurs J. W. Maund & Kelynack of 62 Margaret Street, Sydney whose address for service is at 62 Margaret Street, Sydney, Solicitors for the Plaintiff whose registered office is at 56 Wentworth Road, Burwood.

No. 2.

Statement of Claim as amended pursuant to Order of His Honor Mr. Justice Williams, made on 13th of June, 1947.

In the High Court of Australia

New South Wales Registry

30 IN THE HIGH COURT OF AUSTRALIA.  
NEW SOUTH WALES REGISTRY.

No. 24 of 1946.

Between

NELUNGALOO PTY. LIMITED ... .. Plaintiff

and

THE COMMONWEALTH OF AUSTRALIA, THE ATTORNEY -  
GENERAL FOR THE COMMONWEALTH OF AUSTRALIA,  
WILLIAM JAMES SCULLY and THE AUSTRALIAN WHEAT  
BOARD... .. Defendants.

No. 2  
Statement of Claim as amended pursuant to Order of His Honor Mr. Justice Williams made on 13th June, 1947, dated 9th Sept., 1946.

STATEMENT OF CLAIM.

40 1.—Nelungaloo Pty. Limited (hereinafter called "the Plaintiff") is a Company duly incorporated under the laws of the State of New South

In the High Court of Australia Wales in that behalf and entitled to sue in and by its corporate name and style.

New South Wales Registry

No. 2  
Statement of Claim as amended pursuant to Order of His Honor Mr. Justice Williams made on 13th June, 1947, dated 9th Sept., 1946—  
*continued.*

2.—The Plaintiff is the proprietor of a farm registered number 13037 at Nelungaloo in the County of Ashburnham Parish of Nelungaloo in the State aforesaid and was the holder of a Wheat Growers Licence for the crop of wheat to be produced in the year One thousand nine hundred and forty five—one thousand nine hundred and forty six which said licence was numbered 14742.

3.—The Defendant William James Scully is the Minister of State for Commerce, and the Defendant “ The Australian Wheat Board ” is a board purporting to have been constituted under and in pursuance of the National Security (Wheat Acquisition) Regulations. 10

4.—On or about the Sixteenth day of November One thousand nine hundred and thirty nine the Minister of State for Commerce in pursuance of powers and authority purported to be vested in him under and by virtue of the National Security (Wheat Acquisition) Regulations made and caused to be published in the Commonwealth Government Gazette an order which was in the words and figures following ; that is to say :—

“ WHEAT ACQUISITION REGULATIONS.

“ ORDER DECLARING CERTAIN WHEAT TO BE ACQUIRED BY THE COMMONWEALTH. 20

“ I GEORGE MCLEAY, Minister of State for Commerce, in pursuance of the powers conferred by regulation 14 of the Wheat Acquisition Regulations, hereby declare that the following wheat is acquired by the Commonwealth, namely :—

“ (a) all wheat harvested on or before the eighth day of October, One thousand nine hundred and thirty-nine, which, on the date of the publication of this Order in the Gazette, is situate in Australia ; and

“ (b) all wheat which is harvested in Australia on or after the date of the publication of this Order in the Gazette, 30

“ except—

“ (c) wheat stored by the grower thereof on his farm for his own use (other than for gristing) and which is not for sale ;

“ (d) wheat, to the extent to which it does not exceed one hundred bushels, stored by or on behalf of the grower thereof for the purpose of gristing the wheat into products to be used by the grower ;

“ (e) wheat stored by the grower thereof which has been sold to another grower for use as seed wheat ; and 40

“ (f) in such cases as the Australian Wheat Board approves, wheat  
 “ which has been sold by the grower thereof to any person for use  
 “ as seed wheat either by that person or by a purchaser from  
 “ that person.

“ Dated this Sixteenth day of November, 1939.

“ GEORGE McLEAY,  
 “ *Minister of State for Commerce.*”

In the High  
 Court of  
 Australia

New South  
 Wales  
 Registry

No. 2  
 Statement  
 of Claim  
 as amended  
 pursuant to  
 Order of  
 His Honor  
 Mr. Justice  
 Williams  
 made on  
 13th June,  
 1947, dated  
 9th Sept.,  
 1946—  
*continued.*

5.—The Defendants and each of them claim and the Plaintiff denies  
 that at all material times the said order was and is still of full force and  
 10 effect.

6.—In or about the months of November and December One thousand  
 nine hundred and forty five the Plaintiff delivered to a silo at Gunningbland  
 in the State aforesaid to the agents of the Defendants four hundred and  
 seventy-four and fifty-two sixtieths ( $474 \frac{52}{60}$ ) bushels of wheat which said  
 wheat was harvested by the Plaintiff on its farm aforesaid between the  
 months of November and December One thousand nine hundred and  
 forty-five.

7.—In or about the months of December One thousand nine hundred  
 and forty-five and January One thousand nine hundred and forty-six the  
 20 Plaintiff delivered to a silo at Nelungaloo aforesaid to the Agents of the  
 Defendants three thousand three hundred and eleven and twenty-eight  
 sixtieths ( $3,311 \frac{28}{60}$ ) bushels of wheat which said wheat was harvested by  
 the Plaintiff on its farm aforesaid between the months of November and  
 December One thousand nine hundred and forty-five and January One  
 thousand nine hundred and forty-six.

8.—In or about the months of November and December One thousand  
 nine hundred and forty-five the Plaintiff delivered to Gunningbland  
 aforesaid to the agents of the Defendants one hundred and seventeen  
 and fifty sixtieths ( $117 \frac{50}{60}$ ) bushels of bagged wheat which said wheat was  
 30 harvested by the Plaintiff on its farm aforesaid between the months of  
 November and December One thousand nine hundred and forty-five.

9.—In or about the months of December One thousand nine hundred  
 and forty-five and January One thousand nine hundred and forty-six the  
 Plaintiff delivered to Nelungaloo aforesaid to the Agents of the Defendants  
 ten thousand three hundred and eighty-one (10,381) bushels of bagged wheat  
 which said wheat was harvested by the Plaintiff on its farm aforesaid  
 between the months of December One thousand nine hundred and forty-five  
 and January One thousand nine hundred and forty-six.

10.—On and after the dates mentioned in paragraphs 6, 7, 8 and 9  
 40 hereof the Defendants and each of them have exercised exclusive control  
 of the said wheat and have claimed to be the owners thereof.

11.—Regulation 19 (as amended) of the National Security (Wheat  
 Acquisition) Regulations is in the words and figures following, that is to say :—

“ 19.—(1) Upon delivery or consignment of any wheat in  
 “ accordance with regulation 16 of these Regulations (or, in the case

In the High  
Court of  
Australia

New South  
Wales  
Registry

No. 2

Statement  
of Claim  
as amended  
pursuant to  
Order of  
His Honor  
Mr. Justice  
Williams  
made on  
13th June,  
1947, dated  
9th Sept.,  
1946—  
*continued.*

“ of wheat acquired by the Commonwealth to which sub-regulation (2)  
“ of Regulation 16 of these Regulations applies, after the date of the  
“ commencement of that sub-regulation), every person having any  
“ right or interest in that wheat may forward to the Board a claim  
“ for compensation in accordance with Form B in the Schedule to  
“ these Regulations and shall be entitled to be paid such amount of  
“ compensation as the Minister, on the recommendation of the Board,  
“ determines.

“ (2) It shall not be necessary for the Minister to make a  
“ determination in pursuance of sub-regulation (1) of this Regulation 10  
“ until, in his opinion, a sufficient quantity of any wheat acquired  
“ by the Commonwealth has been disposed of to enable the Board to  
“ make a just recommendation, but the Minister may, in his absolute  
“ discretion, make any payment on account of any claim notwith-  
“ standing that no determination in respect of that claim has been  
“ made.

“ (2A) The basis of the compensation to be recommended by the  
“ Board shall be at the rate or rates per bushel arrived at by  
“ reference to the surplus proceeds from the disposal of wheat, but  
“ from the compensation determined by the Minister the Board may 20  
“ make deductions on account of any or all of the following :—

“ (a) the price or value of corn sacks (including freight thereon)  
“ supplied to the wheat grower or which, in the opinion of the  
“ Board, form a proper charge against the proceeds of the  
“ wheat ;

“ (b) transport charges to the terminal port from the place at which  
“ the wheat is delivered to a licensed receiver ; and

“ (c) dockages or deductions as fixed by the Board on account of the  
“ quality or condition of the wheat or cornsacks.

“ (2AB) Where the Board is satisfied that any wheat which has 30  
“ been acquired was harvested in contravention of the provisions of  
“ the National Security (Wheat Industry Stabilization) Regulations  
“ the Board—

“ (a) shall not take the surplus proceeds from the disposal of that  
“ wheat into account for the purpose of making a recommend-  
“ ation as to the compensation payable in respect of other  
“ wheat ; and

“ (b) shall not take the surplus proceeds from the disposal of other  
“ wheat into account for the purpose of making a recommend- 40  
“ ation as to the compensation payable in respect of wheat  
“ concerning which the Board is so satisfied.

“ (2b) If the Board is satisfied that, because of the special quality  
“ of any particular parcel or parcels of wheat, an addition should be  
“ made to the relevant rate as determined by the Minister for f.a.q  
“ wheat, the Board may, subject to any direction of the Minister,  
“ add such amount by way of premium as it thinks fit.

“ (3) Neither the Commonwealth nor the Board shall be bound to recognize any assignment of any amount of compensation payable under this regulation, and any payment in respect of compensation made by or on behalf of the Commonwealth to the person in respect of whose right or interest in the wheat the claim for compensation arose shall be a good and sufficient discharge of the Commonwealth’s liability in respect of that claim.”

In the High Court of Australia

New South Wales Registry

No. 2

10 12.—The Defendants and each of them claim and the Plaintiff denies that at all material times the said regulation was and is still of full force and effect.

Statement of Claim as amended pursuant to

Order of His Honor Mr. Justice Williams

made on 13th June, 1947, dated 9th Sept., 1946—

*continued.*

13.—Since the dates mentioned in paragraphs 6, 7, 8 and 9 hereof the Defendants have paid to the Plaintiff the sum of Three thousand four hundred and forty one pounds ten shillings and fourpence (£3,441. 10. 4) and no more.

14.—The Plaintiff in respect of the said wheat has claimed from the Defendants other and additional moneys (including interest thereon from the dates set out in paragraphs 6, 7, 8 and 9 hereof until payment) but the Defendants and each of them have neglected and refused and still neglect and refuse to pay any further moneys.

20 The Plaintiff therefore claims :—

(1) A declaration that the National Security (Wheat Acquisition) Regulations (as amended) are invalid.

(2) A declaration that Regulation 19 of the National Security (Wheat Acquisition) Regulations (as amended) is invalid.

(3) A Declaration that the Order dated the Sixteenth day of November One thousand nine hundred and thirty nine and purporting to have been made under and pursuant to powers conferred by the National Security (Wheat Acquisition) Regulations (as amended) is invalid.

30 (4) Compensation for the acquisition by the Commonwealth of Australia of wheat from the 1945-46 crop particulars of which claim are as follows :—

Wheat delivered to Silos	3,786.20/60 bush.				
	at 9/9 bush.	...	£1,845	16	9
Bagged Wheat :—	10,498.50/60 bush.				
	at 10/- bush.	...	£5,249	8	4
			£7,095	5	1
Less rail and handling 9d. bush.		...	535	13	9
			£6,559	11	4
Less compensation received		...	3,441	10	1
Balance claimed		...	£3,118	1	3

40

In the High  
Court of  
Australia

New South  
Wales  
Registry

No. 2  
Statement  
of Claim  
as amended  
pursuant to  
Order of  
His Honor  
Mr. Justice  
Williams  
made on  
13th June,  
1947, dated  
9th Sept.,  
1946—  
*continued.*

(5) Interest on the said sum of Three thousand one hundred and eighteen pounds one shilling and threepence (£3,118.1.3) from the dates set out in paragraphs 6, 7, 8 and 9 of the Statement of Claim until payment.

(6) Alternatively to paragraph (4) of the Plaintiff's claim the Plaintiff claims that the Defendant The Australian Wheat Board its servants and agents converted the wheat of the Plaintiff, whereby the Plaintiff has suffered loss and damage and the Plaintiff claims the sum of Three thousand one hundred and eighteen pounds one shilling and three pence (£3,118.1.3) damages for such conversion 10  
detailed particulars of which are set out in paragraph four hereof and to which the Plaintiff craves leave to refer.

(7) Alternatively to paragraph (6) of the Plaintiff's claim the Plaintiff claims that the Plaintiff agreed to sell to the Defendant The Australian Wheat Board and the Defendant The Australian Wheat Board agreed to buy from the Plaintiff certain wheat property of the Plaintiff at a price to be ascertained in accordance with the fair market value thereof and the Defendants have refused to pay to the Plaintiff the whole of the said price And the Plaintiff claims the sum of Three thousand one hundred and eighteen pounds 20  
one shilling and threepence (£3,118.1.3) being the balance of the said price remaining unpaid detailed particulars of which are as set out in paragraph four hereof, and to which the Plaintiff craves leave to refer.

(8) An Order that the Defendants do pay the Plaintiffs costs of this action.

Dated this ninth day of September, 1946.

J. W. MAUND & KELYNACK,  
*Solicitors for the Plaintiff,*  
62 Margaret Street, 30  
Sydney.

This Statement of Claim is filed by Messrs. J. W. Maund & Kelynack of 62 Margaret Street, Sydney, Solicitors for the abovenamed Plaintiff.

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No. 3.

Defence as amended pursuant to Order of His Honor Mr. Justice Williams made on 17th June, 1947.

In the High Court of Australia

New South Wales Registry

No. 24 of 1946.

IN THE HIGH COURT OF AUSTRALIA  
NEW SOUTH WALES REGISTRY

No. 3  
Defence as amended pursuant to Order of His Honor Mr. Justice Williams, made on 17th June, 1947, dated 22nd Oct., 1946.

Between

NELUNGALOO PTY. LIMITED ... .. Plaintiff  
and

10 THE COMMONWEALTH OF AUSTRALIA, THE ATTORNEY-GENERAL FOR THE COMMONWEALTH OF AUSTRALIA, WILLIAM JAMES SCULLY and THE AUSTRALIAN WHEAT BOARD... .. Defendants.

STATEMENT OF DEFENCE.

1.—The Defendants admit the facts and matters alleged in paragraphs 1, 2, 3, 4 and 5 of the Statement of Claim.

2.—In further answer to paragraph 5 of the Statement of Claim the Defendants say that the said Order was and is a valid exercise of the powers of the Minister under the National Security (Wheat Acquisition) Regulations.

20 3.—The Defendants admit the facts and matters alleged in paragraphs 6, 7, 8, 9, 10, 11 and 12 of the Statement of Claim.

30 4.—In answer to paragraph 13 of the Statement of Claim the Defendants say that the Plaintiff made a claim for compensation in respect of the wheat mentioned in paragraphs 6, 7, 8 and 9 of the Statement of Claim and that such claim was made in pursuance of Regulation 19 of the National Security (Wheat Acquisition) Regulations. The Defendants further say that at the time of institution of this suit no determination had been made by the Minister in pursuance of the said regulation and that the sum of £3,441.10.0 in the said paragraph 13 mentioned represents payments made on account of the Plaintiff's claim for compensation in pursuance of the said regulation. The Defendants further say that the said sum of £3,441.10.0 was paid to and received and accepted by the Plaintiff on account of its claim for compensation under the said Regulation and not otherwise and by reason of the foregoing facts and matters the Defendants say that the Plaintiff has elected and agreed to accept compensation determined in pursuance of the said regulation and is precluded from claiming compensation on any other basis.

In the High  
Court of  
Australia  
  
New South  
Wales  
Registry

No. 3  
Defence as  
amended  
pursuant to  
Order of  
His Honor  
Mr. Justice  
Williams,  
made on  
17th June,  
1947, dated  
22nd Oct.,  
1946—  
*continued.*

5.—In answer to paragraph 14 of the Statement of Claim the Defendants deny that they or any of them have neglected or refused or still neglect or refuse to pay to the Plaintiff any further moneys other and additional to the sum of £3,441.10.0 in respect of the wheat mentioned in paragraphs 6, 7, 8 and 9 of the Statement of Claim.

6.—In further answer to the Statement of Claim the Defendants say that the facts alleged in the Statement of Claim disclose no right in the Plaintiff to be paid any sum of money in excess of the said sum of £3,441.10.0.

7.—In further answer to the Statement of Claim the Defendants 10 say that since the institution of this Suit they have offered to pay to the plaintiff two further advances each of sixpence (6d.) per bushel in respect of the wheat mentioned in paragraphs 6, 7, 8, 9 and 10 of the Statement of Claim and the Defendants are ready and willing and hereby offer to pay the said advances to the Plaintiff.

8.—In further answer to the Statement of Claim the Defendants say that since the institution of this Suit the Plaintiff has become liable to pay to the Defendant the Commonwealth of Australia provisional tax under the Wheat Tax Act 1946 at the rate of one shilling and one penny and one-eighth of a penny ( $1/1\frac{1}{8}$ ) per bushel in respect of the wheat 20 mentioned in paragraphs 6, 7, 8, 9 and 10 of the Statement of Claim and that the said provisional tax is a proper deduction or set off against any claim the plaintiff may have for compensation in respect of the said wheat.

GEORGE A. WATSON,  
*Acting Crown Solicitor for the Commonwealth  
and Solicitor for the Defendants.*

Delivered the 22nd day of October, 1946..

This Defence is delivered by George Albert Watson, Acting Crown Solicitor for the Commonwealth and Solicitor for the Defendants whose address for service is at Commonwealth Bank Buildings, 108-120 Pitt Street, 30 Sydney.

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**No. 4.  
Reply.**

No. 24 of 1946.

In the High  
Court of  
Australia  
New South  
Wales  
Registry  
No. 4  
Reply,  
dated  
3rd Dec.,  
1946.

IN THE HIGH COURT OF AUSTRALIA.  
NEW SOUTH WALES REGISTRY.

Between

NELUNGALOO PTY. LIMITED ... .. *Plaintiff*

and

10 THE COMMONWEALTH OF AUSTRALIA, THE ATTORNEY-  
GENERAL FOR THE COMMONWEALTH OF AUSTRALIA,  
WILLIAM JAMES SCULLY and THE AUSTRALIAN WHEAT  
BOARD... .. *Defendants.*

REPLICATION.

1.—In answer to paragraph 4 of the Statement of Defence the Plaintiff denies that it made a claim for compensation in respect of the wheat mentioned in paragraphs 6, 7, 8 and 9 of the Statement of Claim and that such claim (if any) was made in pursuance of regulation 19 of the National Security (Wheat Acquisition) Regulations.

20 2.—In further answer to paragraph 4 of the Statement of Defence the Plaintiff denies that at the time of the institution of this suit no determination had been made by the Minister in pursuance of the said regulation 19 and the Plaintiff further denies that the sum of £3,441.10.0 in paragraph 13 of the Statement of Claim mentioned represents payments made on account of the Plaintiff's claim for compensation (if any) made in pursuance of the said regulation.

3.—In further answer to paragraph 4 of the Statement of Defence the Plaintiff denies that the sum of £3,441.10.0 was paid to or received and accepted by it on account of a claim for compensation under the said regulation.

30 4.—In further answer to paragraph 4 of the Statement of Defence the Plaintiff denies that by reason of the facts and matters alleged in the Statement of Defence or at all it has elected or agreed to accept compensation determined in pursuance of the said regulation.

5.—In further answer to the whole of the Statement of Defence and in particular to paragraph 4 thereof the Plaintiff says that the election and agreement (if any) alleged is no answer to the Plaintiff's claim.

In the High Court of Australia

6.—The Plaintiff joins issue on paragraph 5 of the Statement of Defence.

New South Wales Registry

J. W. MAUND & KELYNACK,  
*Solicitors for the Plaintiff.*

No. 4  
Reply, dated 3rd Dec., 1946—  
*continued.*

Delivered the Third day of December 1946. This replication is delivered by Messrs. J. W. Maund & Kelynack Solicitors for the Plaintiff whose address for service is 62 Margaret Street, Sydney.

In the High Court of Australia

**No. 5.  
Rejoinder.**

New South Wales Registry

No. 24 of 1946. 10

IN THE HIGH COURT OF AUSTRALIA.  
NEW SOUTH WALES REGISTRY.

No. 5  
Rejoinder, dated 11th Dec. 1946.

Between  
NELUNGALOO PTY. LIMITED ... .. *Plaintiff*  
and  
THE COMMONWEALTH OF AUSTRALIA, THE ATTORNEY-  
GENERAL FOR THE COMMONWEALTH OF AUSTRALIA,  
WILLIAM JAMES SCULLY and THE AUSTRALIAN WHEAT  
BOARD... .. *Defendants.*

**REJOINDER. 20**

The Defendants join issue on the Plaintiff's replication herein.

GEORGE A. WATSON,  
*Acting Crown Solicitor for the Commonwealth,  
and Solicitor for the Defendants,  
Commonwealth Bank Buildings,  
108-120 Pitt Street,  
Sydney.*

NOTE : Delivered the eleventh day of December 1946. This rejoinder is delivered by George Albert Watson, Acting Crown Solicitor for the Commonwealth and Solicitor for the Defendants whose address for service 30 is at Commonwealth Bank Buildings, 108-120 Pitt Street, Sydney.

**No. 6.**  
**Further Reply.**

No. 24 of 1946.

In the High  
Court of  
Australia  
—  
New South  
Wales  
Registry  
—  
No. 6  
Further  
Reply.

IN THE HIGH COURT OF AUSTRALIA.  
NEW SOUTH WALES REGISTRY.

Between

NELUNGALOO PTY. LIMITED ... .. *Plaintiff*  
and

10 THE COMMONWEALTH OF AUSTRALIA, THE ATTORNEY-  
GENERAL FOR THE COMMONWEALTH OF AUSTRALIA,  
FRANCIS JOSEPH SCULLY and THE AUSTRALIAN WHEAT  
BOARD... .. *Defendants.*

**REPLICATION.**

The Plaintiff joins issue upon the Defendants' amended Statement of Defence filed therein.

2.—The Plaintiff submits that the matters referred to in the amended Statement of Defence do not constitute a defence at law.

B. P. MACFARLAN,  
*Counsel for the Plaintiff.*

20 NOTE: This Replication is filed by Messrs. J. W. Maund & Kelynack of 62 Margaret Street, Sydney, Solicitors for the abovenamed Plaintiff.

**No. 7.**

**Notes of Evidence taken on the hearing before His Honor Mr. Justice Williams.**

In the High  
Court of  
Australia  
—  
New South  
Wales  
Registry  
—  
No. 7  
Plaintiff's  
Evidence

IN THE HIGH COURT OF AUSTRALIA.  
NEW SOUTH WALES REGISTRY.

In the Matter of

NELUNGALOO PTY. LIMITED

— v. —

THE COMMONWEALTH OF AUSTRALIA AND OTHERS

30 And in the Matter of

GRIFFITHS

— v. —

COMMONWEALTH OF AUSTRALIA AND OTHERS.

Before HIS HONOR, MR. JUSTICE WILLIAMS.

Sydney, Friday, 13th June, 1947, at 10.30 a.m.

Mr. G. BARWICK, K.C., with Mr. MACFARLAN, appeared for Nelungaloo Pty., Limited.

In the High  
Court of  
Australia

New South  
Wales  
Registry

No. 7  
Plaintiff's  
Evidence—  
*continued.*

Mr. MASON, K.C., Mr. A. TAYLOR, K.C., Mr. PHILLIP, K.C., and Mr. MITCHELL instructed by the Commonwealth Crown Solicitor, appeared for the Commonwealth.

Mr. WESTON, K.C. with Mr. ASPREY, appeared for the Plaintiff, Griffiths in the second matter.

Mr. MASON, K.C., Mr. A. TAYLOR, K.C., Mr. PHILLIP, K.C., and Mr. MITCHELL instructed by the Commonwealth Crown Solicitor, appeared for The Commonwealth.

HIS HONOR : I give leave to amend para. 4 of the prayers of the Statement of Claim in accordance with the letter of the 12th June, 1947. 10

Mr. BARWICK : I tender that letter.

*Exhibit.* Exhibit "A."—Letter of 12th June, 1947, from Plaintiff's Solicitor to Commonwealth Crown Solicitor.

HIS HONOR : Had you not better amend that sixth prayer if you say the claim is in trover, so that we can get the matter in order ?

Mr. BARWICK : Yes ; instead of the words " committed a trespass in respect of," simply put " converted the wheat of the Plaintiff."

HIS HONOR : Have you any objection to that, Mr. Mason ?

Mr. MASON : No.

HIS HONOR : Very well, that amendment will be made. 20

Mr. MASON : Before my friend calls his evidence, there was a letter written by the Crown Solicitor to my friend's Solicitors on the 19th February, 1947. I will show it to my friend. My application is for leave to amend the Statement of Defence in accordance with that letter.

Mr. BARWICK : Which paragraph ?

Mr. MASON : It will be at the end of the Statement of Defence.

Mr. BARWICK : What is the specific allegation you want to make ?

Mr. MASON : The specific allegation is that since the institution of the suit additional advances have been made, and that by virtue of the provisions of the Wheat Tax Act there was a further liability on the Plaintiff 30 under that Act.

Mr. BARWICK : I would like to see that in form, because I would want to object to the propriety as a possible defence.

HIS HONOR : Could you put it in form and have it ready at 2.30 ?

Mr. MASON : Yes, but the propriety, I should think, could undoubtedly be dealt with on this letter. (*Produces letter.*)

HIS HONOR : Is this in diminution of the amount of compensation for damages ?

Mr. MASON : Yes. I do not suppose that there is any dispute that since the institution of suit there have been two further advances ? 40

Mr. BARWICK : No.

Mr. MASON : I should think your client would have informed you if he had received the money.

HIS HONOR : I think I shall allow the amendment. The effect of it on the suit can be argued.

Mr. BARWICK : It will be put into form?

Mr. MASON : Yes. There is one addition to that letter, that since

that date further advances have been made, so that we want to allege not only what is in this letter, but also that he has received two further advances of 6d. each—only in diminution of the amount. That is not the final advance. There will still be a further advance.

HIS HONOR : Your case is that the whole of the payments have not been made ?

Mr. MASON : That is so.

Mr. BARWICK : I do not want Your Honor to waive any objection to the amendment. If Your Honor thinks that Your Honor will amend and let the questions—

HIS HONOR : I think that is advisable. I have not seen the Wheat Tax Act, and if we are going to look into that now we will delay the taking of the evidence.

Mr. BARWICK : My friend will put it into shape ?

Mr. MASON : Yes.

HIS HONOR : Then, subject to shape, I will allow the amendment.

HORACE KEYWORTH NOCK, Sworn and Examined :

Mr. BARWICK : Your full name is Horace Keyworth Nock and you are Governing Director of the Plaintiff Company ?—A. Yes.

20 Q. And the Plaintiff Company owns a property at Nelungaloo of 3,167 acres and that area is about 14 miles west of Parkes ?—A. Yes.

Q. Have you as Governing Director of this Company worked that property for 33 years ?—A. For just on 32 years.

Q. Has the property been devoted as to part of that acreage annually to the growing of wheat ?—A. Yes.

Q. Approximately what area of it is put down to wheat ?—A. 1,000 to 2,000 acres.

30 Q. Have you had to do over those years with the marketing of the wheat which is grown on the property ?—A. Yes, the marketing of the Nelungaloo wheat except during the Pool period.

Q. In addition to having experience in that way with the sale of wheat, have you at any time carried on business as a wheat buyer ?—A. Yes, I managed my father's business in South Australia before he died. Then I operated as a free lance for 10 years. I had to use my brains and determine at what price to sell. That was in the period from 1905 to 1915.

40 Q. In addition to this direct business in wheat have you interested yourself very closely in the wheat business, that is to say, the sale and disposal of wheat over the past 30 years or more ?—A. Yes, I have always been interested and in addition I have been on the Executive of the Farmers' & Settlers' Association for many years. I was President for 4 years and I am now Treasurer. During my period in the Federal Parliament I always watched wheat interests.

Q. Have you kept yourself informed of the movements in the wheat market, both in the local market and the export market ?—A. I have watched them fairly closely, not so closely as a merchant while in the business, but very closely from time to time.

In the High  
Court of  
Australia

New South  
Wales  
Registry

No. 7  
Plaintiff's  
Evidence—  
*continued.*

Horace  
Keyworth  
Nock.  
Examina-  
tion.

In the High  
Court of  
Australia

New South  
Wales  
Registry

Plaintiff's  
Evidence

No. 7  
Horace  
Keyworth  
Nock.  
Examina-  
tion—  
*continued.*

Q. You have watched the quotations as published from time to time during the period when they were published?—A. Yes.

Q. In the marketing of wheat in Australia as to the price obtained for wheat in Australia in normal times, does the home price bear any relation to the export price?

Mr. MASON: I object. Your Honor is dealing with 1945 and 1946 harvest. I submit the question is what was the position as at 1945-6. Of course we were then in a war period. We had price fixing commissions here as to both wheat and bread and flour, and of course those engaged in wheat were subject to the law of the land. If a grower marketed himself in Australia he would be subject to price fixing. All sorts of questions would arise, firstly as to whether he sold the wheat locally or whether he sold it overseas.

HIS HONOR: If the question becomes one of determining the value of the wheat, a most difficult question would arise. It is clear whatever I may decide to do with this case, whether I should decide it or state a case, I do not know what would be the proper course for me to take. It will in all probability end in the Full Court. The question is whether it would not be advisable to allow this in subject to objection and the weight of it can be determined during the argument.

Mr. MASON: As to that matter I am largely in Your Honor's hands.

HIS HONOR: I do not want to exclude evidence which possibly the Full Court may think admissible, which I think is inadmissible. On the other hand, I do not want to open up a large field for the taking of evidence. Those considerations you have put to me are considerations that go to possibly diminish any estimates that might be made, if the shipping was free and there was no price fixing. What weight is given to the evidence will have to be carefully considered.

Mr. MASON: I appreciate that one cannot test the value of the evidence until one knows how price fixing was operating and that sort of thing. I do not want to start any argument as to whether there was any price fixing applicable to those dates.

HIS HONOR: I think the best thing would be to take the evidence, subject to objection, and also at a later stage to your right to ask to have it struck out.

Mr. MASON: When I come to my case there may be some evidence which may be objected to and Your Honor might take the same view with regard to the evidence I am tendering. I do not want to be in a position when that stage is reached that my friend will press for a decision there and then on that particular evidence. If that is Your Honor's view, I raise no objection. I would like Your Honor to do it, because this is an important case, involving many matters. I want to make it clear that what applies to evidence tendered by my friend should apply equally when I come to my case.

Mr. BARWICK: I do not agree that my friend shall have any blank cheque as to any evidence he may call. If it comes to a point where Your Honor thinks it is clearly admissible, I do not want Your Honor to take



the course of admitting it subject to objection. I agree the course proposed is a convenient one.

HIS HONOR : I think we will proceed on those broad lines.

Mr. BARWICK : (*To Witness*) My question was this ; whether the home price for wheat sold in Australia bore any relationship to the export price in the years immediately prior to the war ?—*A.* Yes, it had some relation to it. There was always an export value for wheat except there was some world crisis. If the miller in Sydney, Adelaide or Melbourne acquired wheat he always had to give as much as the shipper would, sometimes more. When there was a lack of offerings he had to give as much as a penny more. When the silo system was inaugurated there was a great deal of speculation in wheat warrants and if speculators wanted wheat they often had to give a farthing more. The speculator had to give an increase on the price if he wanted to speculate in wheat. Export parity was practically always the lowest price and the millers' price was frequently above it, as also was the speculators' price.

*Q.* Whether the foreign market was firm or rising or whether it was weak would affect the local price ?—*A.* Yes, that would give more information to the speculator who when anxious to secure the balance of wheat to fill a ship would have to bid up to get it.

*Q.* Whether the market was firm or rising you would expect the local price to be a little above ?—*A.* Yes.

*Q.* In 1945 did you keep yourself familiar with conditions so far as the world demand for wheat was concerned ?—*A.* Yes.

*Q.* What was the foreign market in 1945 ?—*A.* It was a very firm market when half the world was starving and they were looking for wheat in every country that had available surpluses.

*Q.* Was it a firm and rising market ?—*A.* Yes, and has been right through the last four years.

Mr. BARWICK : I desire to call an officer from the State Agricultural Department on subpoena duces tecum.

CHARLES MOORE PHILLIPS (*Interposed*).

Mr. BARWICK : Are you an officer from the Agricultural Department, N.S.W. ?—*A.* I am officer in charge of the Prices Section, Division of Marketing and Agricultural Economics.

*Q.* Do you produce on subpoena certain documents mentioned in the subpoena ?—*A.* Yes.

Mr. BARWICK : Do you produce all the documents mentioned in the subpoena or only some ?—*A.* I produce copies and information of the summary of the wheat prices, daily.

*Q.* And between the months of November, 1945, and November, 1946 ?—*A.* Yes.

*Q.* Have you them for any other period ?—*A.* I have them from the 31st January, 1944, to the 31st December, 1945, and from the 2nd January, 1946, to 31st December, 1946.

In the High Court of Australia

New South Wales Registry

Plaintiff's Evidence

No. 7

Horace Keyworth Nock.

Examination—*continued.*

Charles Moore Phillips. Examination.

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Australia

New South  
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Registry

Plaintiff's  
Evidence

No. 7

Horace  
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Examina-  
tion—  
*continued.*

Q. I propose, Mr. Mason, using this bureau's daily summary. These are sterling quotations.

Mr. MASON: I would like to consider these before making any admissions with regard to them. Is this the only evidence?

Mr. BARWICK: It is the simplest evidence.

Mr. MASON: I cannot admit it at the moment but if I could have an opportunity of conferring I might be able to do so.

Mr. BARWICK: Very well. May the documents remain in Court?

HIS HONOR: Do you wish to see them at the moment, Mr. Mason?

Mr. MASON: Not unless my friend is pressing that we should admit them now but if I have a quarter of an hour I probably could. 10

HIS HONOR: Would you like me to adjourn for a quarter of an hour?

Mr. MASON: If you would.

HIS HONOR: I will adjourn until I am sent for.

UPON RESUMING:

Mr. BARWICK: My friend has looked at the two files and is apparently satisfied that I should prove the London quotation of Australian wheat for the periods in question by the use of these schedules.

Mr. MASON: That is not so. I have no objection to the documents, if you tender them. 20

Mr. BARWICK: I did not understand so. I tender only the London prices of Australian wheat as shown in these schedules.

Mr. MASON: I object to that. Either my friend tenders the documents or he does not.

Mr. BARWICK: I did not understand that.

HIS HONOR: You are not objecting to the documents speaking for themselves?

Mr. MASON: I will treat those documents as proof of what appears on the face of them; my friend wishes to take part of them and not other parts. 30

Mr. BARWICK: Then, Mr. Mason, will you accept notice to produce at 2.30 this afternoon from the Wheat Board their daily quotations of the London price of Australian F.O.B. wheat for the years 31st January, 1944, to the 31st December, 1946, inclusive?

Mr. MASON: I accept the notice, but I will not have them here by 2.30 this afternoon because they are in Melbourne, but they will be here at the earliest possible moment.

HIS HONOR: Would it not be a simple thing to put an expert in the box who kept a note of the prices from time to time?

Mr. BARWICK: I explored that— 40

HIS HONOR: Mr. Mason is not objecting to these documents being put in and speaking for themselves.

Mr. BARWICK: But they contain much more than the price.

HIS HONOR: Do you mean matters wholly irrelevant to this case?

Mr. BARWICK: Yes.

Mr. MASON: I say they are relevant. Would you tender the one

column, and I will not object, subject to this, that I can tender the other columns and it can go before His Honor subject to objection.

HIS HONOR : What Mr. Mason wants apparently is that these documents should be treated as proved facts in the evidence subject to relevance. Is there any objection to that ?

Mr. BARWICK : I am not content with that, as to other columns in these documents, because they are clearly irrelevant and if they were made subject to relevance we would have to argue that.

HIS HONOR : Mr. Mason is prepared to argue the question of  
10 relevance.

Mr. BARWICK : I will prove the matter in another way.

Mr. BARWICK : This can remain with Your Honor in the meantime.  
(*Documents passed to His Honor's Associate.*)

(*To the Witness*) : I would like to get the procedure in the handling of wheat in 1945 as well as in earlier years. Take the procedure prior to the passing of the Regulations. The farmer, I take it, delivered his bulk wheat to a silo ?—A. That is correct, a Government silo in N.S.W.

Q. That is a State Government silo ?—A. That is right.

Q. And at the time of the delivery of the wheat to the Government  
20 silo did he receive any documents at all in acknowledgement of his wheat ?

—A. Yes, he originally received a weighbridge note indicating the exact weight of the loads he delivered from time to time and when he completed his deliveries he exchanged those weighbridge notes for a negotiable warrant which he could sell to anybody—a negotiable wheat warrant.

Q. In selling the wheat, he sold the warrant to the merchant ?

—A. Yes, the owner of the warrant was entitled to the re-delivery of the exact quantity of f.a.q. wheat. Most of the wheat is f.a.q.

Q. Now, at the silo was some charge made pre-war to the farmer for the use of the silo ?—A. From memory, it was 1½d. a bushel for receiving  
30 and up to March. If delivery was delayed and whoever owned the wheat did not take delivery until after March he had to pay a farthing a month per bushel for storage to get the wheat back.

Q. In addition to the silo charges, I take it that rail freight between the silo and the port was, of course, an item in considering the price of the wheat in the silo ?—A. That was always additional. If the buyer was buying on a ports basis, the railage was deducted from the cheque but if he was quoting from a farmer through his agent at the country sidings he allowed for that in his quotations, so it came off the wheat.

Q. There would be an agent in the transaction where a farmer was  
40 selling his wheat at the sidings ?—A. There were agents in the country, but the farmer could have sold his wheat privately to anyone he liked through a Sydney broker.

Q. Besides handling his wheat at the silo and on the railway, there would be wharfage charges, I may take it, for handling the wheat on the wharf ? The wharfage would have to be paid subsequently ?—A. Wheat that went to mills had no wharfage on it.

In the High  
Court of  
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tion—  
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tion.  
*continued.*

*Q.* Pre-war, let me assume that a farmer was selling his wheat at the siding. You have told us that the price would bear a relationship to the export parity?—*A.* That is so.

*Q.* What items, to your knowledge, were taken into consideration in making up what I will call the differential between the siding price and the port price?—*A.* For a price f.o.b. there would be an amount taken off for wharfage which, at that time, was about 9d. a ton. I think there was a percentage rebate of approximately one farthing a bushel.

*Q.* You mean the whole charge was about one farthing a bushel?  
—*A.* The wharfage charge, not the handling and putting on to the ship. 10  
The silo buyer made an extra charge for the delivery in addition to the 1½d. for receiving, then there was railage, and if it was through a country agent, the city dealers always had to pay their country agent about one farthing and the wheat merchant allowed a little profit for himself. He did not always get it if he was in a hole about getting cargo.

*Q.* They were the items that went to make up the differential?  
—*A.* Yes.

*Q.* Now as far as 1945 was concerned, was the wheat still delivered to Government silos, the bulk wheat?—*A.* Yes.

*Q.* Was the silo rate the same or—

20

Mr. MASON: Does the witness know this?

Mr. BARWICK: Do you know whether the silo charge was the same or different from what it had been pre-war—that is to say, different in 1945?  
—*A.* I cannot swear to it. I understand there is a flat rate now; it has been altered.

*Q.* I do not press that. You do not know of your own knowledge?  
—*A.* No.

*Q.* Then, the railage charge?—*A.* Is the same as it was pre-war.

*Q.* Are you able to tell us of your own knowledge whether there has been any change in the wharfage charges?—*A.* No, I have never heard 30  
of any.

Mr. MASON: But you do not know?—*A.* No.

Mr. BARWICK: And do you know whether or not the silo delivery charges have changed?—*A.* No, I have not inquired.

*Q.* When a market is firm and rising, will there be more or less likely to be paid by people who are dealing in wheat for storage charges?—*A.* No, the storage charges are fixed at a uniform flat rate per month but if they do not take delivery quickly, if they hold the wheat longer, there is so much more for storage. That was the practice before the war.

*Q.* My question is, if the market is firm and rising—

40

HIS HONOR: Which storage charges are you referring to now?

Mr. BARWICK: In the silos.

HIS HONOR: I do not think the witness is referring to storage in the silos?—*A.* I think I get the point. I think the question means for wheat that was delivered—

Mr. BARWICK: Let me put the question first.

HIS HONOR: I thought the witness said there was a fixed charge

for storage in the silos. If the wheat was left there after March, then you paid one farthing per bushel per month.

Mr. BARWICK : Let me put it this way : if a market is rising and firm, do you expect the period of storage to be greater or less ?—A. If there is a good market the period would be less because they would get the wheat away.

Q. Now, in 1945, I think you told us that there was a strong foreign demand ?—A. There was a good market for wheat.

10 Q. Do you know what the total crop was for that period—the 1945/46 crop ?—A. It was just on 124 million bushels—123,900,000 odd.

HIS HONOR : You mean for the whole of Australia ?—A. For the whole of Australia. That was the quantity marketed. Besides that, the farmers got some for seed and stock feed on their properties.

Mr. BARWICK : And for that volume was there a strong foreign demand at that time ?—A. From what I read, yes, but not for immediate delivery. Transport difficulties would not allow anybody to get 123 million bushels away at once.

20 Q. At any time in the growing of wheat do some growers grow special types of wheat called " premium " wheat ?—A. Yes, mostly in the north-west of New South Wales.

Q. And, leaving aside the regulations for the moment, apart from the situation constituted by the regulations, do such persons get a better price for their premium wheat than is obtained for F.A.Q. wheat ?—A. I can tell you how it is done. The grower will send a sample to the licensed receiver, and if he can find a miller who desires some special quality wheat and is prepared to pay the premium, they arrange for the delivery of that wheat to that man's mill, and the farmer gets his premium and the warrant based on the F.A.Q. wheat.

30 Q. But apart from the regulations—— ?—A. He would send the sample and get the best offer he could, and sell to the highest bidder. He would get a premium for good wheat if there were not too big a surplus of it.

Mr. MASON : Where is Nelungaloo ?—A. 14 miles west of Parkes.

HIS HONOR : Was your wheat F.A.Q. wheat ?—A. My warrants are all F.A.Q., but I did have a couple of trucks of premium wheat, and I received the premium, because it was supplied, under directions, to a miller, and I have had the warrant on an F.A.Q. basis and the premium.

Q. That is referring to this particular lot ?—A. Yes.

Mr. MASON : Is that 1945-46 ?—A. Yes.

40 Mr. BARWICK : Those questions I asked you were about bulk wheat. In the case of bagged wheat, is bagged wheat sold also at sidings ?—A. Most farmers sell their bagged wheat at sidings in normal times.

Q. And is what you have told His Honor about the relationship of the ports basis to the siding basis true also of bagged wheat ?—A. Except that instead of silo charge there would be an extra allowance to the country agent to cover his cost of handling and securing lumpers to stack the wheat and put it in the trucks, and to cover it against weather and take it out

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Examina-  
tion—  
*continued.*

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Examina-  
tion—  
*continued.*

later and put it in the trucks. There is an extra charge to cover that, but there is no silo charge.

*Q.* And so far as the ports basis is concerned, is the ports basis both for bulk and for bagged wheat?—*A.* Normally yes and the bagged wheat is higher because the buyer gets a bag with his wheat.

*Q.* Is there any more or less fixed relationship between the ports basis for bulk and the ports basis for bagged wheat?—*A.* Pre-war normally there was about twopence, but since the bags have been so much dearer there is a bigger margin to cover the bags.

*Q.* How much more?—*A.* There was an allowance of 3d. or 3½d. for 10 one season. There was 2d. on the first season delivery, and bags are now up to 28/6d. a dozen, which represents over 9½d. per bushel for the cost of a bag. A bag contains three bushels.

*Q.* Take this particular year, 1945-46?—*A.* I should think the margin then would be 3d. per bushel.

*Q.* With respect to these particular parcels of wheat, some of them were delivered to Nelungaloo and some to Gunningbland?—*A.* That is correct.

*Q.* And does that apply both to bagged and bulk wheat, or is all this bulk wheat?—*A.* I think there was some bagged wheat delivered at 20 Gunningbland as well as at Nelungaloo.

*Q.* Just look at these dockets and tell me whether there was any bagged wheat.

HIS HONOR: Is it not in the Statement of Claim?

THE WITNESS: I am nearly sure that there was bagged and bulk wheat at both places, but only a small quantity at Gunningbland.

HIS HONOR: Is it not shown in paragraphs 8 and 9, the bagged wheat? First of all there is a small amount at Gunningbland, and then 10,381 bushels of bagged wheat at Nelungaloo?

Mr. BARWICK: Yes.

HIS HONOR: I thought 6 and 7 referred to silo wheat, and 8 and 9 to 30 bagged wheat.

Mr. BARWICK: That is correct, Your Honor. (*To Witness*): Take the case of the silo wheat. Did you follow, in relation to these parcels, the practice you have spoken of of delivering the wheat to the silos in question, one Gunningbland and the other Nelungaloo?—*A.* Yes, the wheat was delivered to the Licensed Government Receiver at the respective silos.

*Q.* And did you obtain your weighbridge tickets for them in the ordinary course?—*A.* Yes, weighbridge notes. 40

*Q.* And having received the weighbridge note, did you take the weighbridge tickets to a licensed receiver under the Regulations?—*A.* Yes. We could not get any money unless we did.

*Q.* What procedure was then followed at the office of the Licensed Receiver?—*A.* The Licensed Receiver's agent filled out a form with the figures representing the quantity of wheat, bagged and bushels, the silo at which it was received, the registration number of your farm, the portion

numbers of the holding on which the wheat was grown, and asked you to sign it as an application for a warrant.

Q. And were you able to get any wheat warrant or receipt for your wheat until such time as you signed this form?—A. Not other than the weighbridge receipt.

Q. I want you to look at these documents (*produces documents*) and see if they are the documents that relate to these particular parcels of wheat as in the Statement of Claim—some are silo wheat and some bagged wheat?—A. Yes, they represent the wheat we delivered.

10 Q. You answered my question with respect to silo wheat. Would the same procedure apply in respect of bagged wheat?—A. Yes, it covers the lot.

Mr. BARWICK: I tender those.

Mr. MASON: Do these cover all the wheat in the Statement of Claim?

Mr. BARWICK: Yes.

Mr. MASON: I have no objection.

HIS HONOR: Do you wish to put them all in as one exhibit?

Mr. BARWICK: Yes.

20 *Exhibit.* Exhibit "B." All documents relating to the wheat referred to in the Statement of Claim.

Mr. MASON: Your company has been growing wheat during the whole period of Pools?—A. In 1941 I formed the company. Prior to that I was the owner.

Q. So either you up to 1941, or your company since 1941, have been growing wheat during the whole period of Pools?—A. Yes.

Q. And you, on each occasion, delivered wheat to the Pool over those years?—A. During the period of war control, yes . . . .No, we had a complete drought, and had no crop at all one year.

30 Q. But in the years in which you did have any wheat you have been in the Pools?—A. Yes.

Q. This Pool, this season in question, is the 9th Pool?—A. Yes.

Q. What Pool were you not in up to No. 9?—A. I think it was No. 8. The previous year was a complete washout.

Q. So you were in the Pools Nos. 1 to 7, and then in No. 9?—A. Yes.

Q. And No. 10?—A. I have not a warrant for No. 10 yet. I have delivered some wheat.

HIS HONOR: You would not call it a washout, would you, No. 8?—A. Yes, we did not strip a grain.

40 Q. A dry-out, you mean?—A. Yes.

Mr. MASON: In each of these pools that you were in you filled in the same set of forms?—A. From memory yes, I think they were all similar.

Q. And you delivered your wheat to the silo, or in the case of bagged wheat to the railway siding?—A. To the Receiving Agent, yes.

Q. And you got your receipt?—A. Yes.

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Q. And then you filled in these forms?—A. Yes.

Q. And after signing these forms you got some other documents with coupons attached, do you remember that?—A. No, the bank got those. They were sent to the bank. I had a duplicate of the top portion of them.

Q. Of course your company, as the grower, nominated the bank?—A. That is correct.

Q. In your case whom did you nominate?—A. The Commercial Banking Coy. of Sydney.

Q. In each Pool you got advances?—A. Yes. 10

Q. And in the Pool in question, No. 9 Pool, what was the amount of your first advance?—A. The first was 4/1d. bulk basis, 4/4d. bagged basis country sidings.

Q. And what was the amount of your second advance?—A. I think it was 1/- less freight.

Q. You know that in these Pools the practice is to deduct the freight from the second advance?—A. That has been the usual practice.

Q. And your second advance was 1/- less a certain deduction for freightage?—A. Yes, that is what I think, from memory.

Q. Then you got your third advance, 6d.?—A. I think that is so. 20

Q. And then you got your fourth advance, 6d.?—A. I do not think so.

Q. You have not got your fourth advance?—A. No.

Q. Do you say that seriously?—A. I instructed my bank not to receive any further advance pending this decision.

Q. When did you give instructions to your bank not to receive any further advance?—A. Pretty shortly after the writ was issued. I think the writ was issued in July, and it may have been August or early September, 1946. I have a copy of the letter and the bankers' acknowledgement in my papers.

Q. Would you mind looking at that to give me the date? 30

HIS HONOR: I see that the date of the writ is 24th July, 1946.

The WITNESS: On 27th November, 1946.

HIS HONOR: Is that when you wrote to the bank or when you received their acknowledgement?—A. I think my letter was dated 26th November and their acknowledgement is dated 27th November.

Mr. MASON: There was a third advance of 6d. paid on 7th December, 1946; did you receive that one?—A. No. On 27th November, the bank acknowledged receipt of instructions not to receive any further payments.

Q. Will you look at these documents; I suggest to you that these are copies of the document at the top with the coupon attached?—A. That is 40 correct.

Q. Will you look at these documents—these are the advances made to Nelungaloo—are these correct?—A. Yes, I can check that with my bank book.

Q. I only showed you one of those documents with coupons attached; I now show you the others and suggest to you that they are the whole



of the documents with the coupons attached relating to Nelungaloo wheat, No. 9 Pool?—A. Just at a glance they are correct, subject to checking.

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*Exhibit.* Exhibit 1.—Documents relating to Nelungaloo wheat (No. 9 Pool) with coupons attached for first and second advances.

New South Wales Registry

Mr. MASON : I also tender the documents showing advance payments.

*Exhibit.* Exhibit 2.—Record of first and second advances on respective parcels of wheat.

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Mr. MASON : Will you let me see the letter you wrote to your bank ?

—A. My signature is not on the copy, which is a carbon copy. Attached is the letter of acknowledgement from the bank.

No. 7 Horace Keyworth Nock.

*Exhibit.* Exhibit 3.—Letter dated 26th November Plaintiff to bank and bank's acknowledgement dated 27th November.

Cross-examination—  
*continued.*

Mr. MASON : Out of the first pool what did you receive ?

Mr. BARWICK : I object to that on the ground of irrelevance.

The WITNESS : We had a complete list of payments, a typewritten official list from the wheat board.

HIS HONOR : Is not this a question whether he elected with respect to this pool, Mr. Mason ?

Mr. MASON : I think it is ultimately, but perhaps the mode of conduct over a number of years may be an indication as to what happened in regard to this pool.

HIS HONOR : I will allow it in on the special conditions. All you want to prove is that he put in those claims and received those amounts ?

Mr. MASON : Yes, and I am not concerned with the actual amounts.

(*To Witness*) : You were in the first pool, Mr. Nock?—A. Yes.

Q. And that started in 1939?—A. Yes, it was the balance of the unsold wheat commandeered about a month after the war started.

Q. And you put in your claim to the pool?—A. Yes.

Q. And you received certain advances?—A. Yes.

Q. And then you received a final payment?—A. Yes, and a pretty bad one too.

Q. In the second pool the same thing happened?—A. Yes.

Q. And that happened with all the pools?—A. Yes, it has been the practice right through.

Q. And you have received your final payments in all pools you were in other than No. 9?—A. I hope not.

Q. In what ones have you received your final payment?—A. They have been declared final up to No. 5. I had none in No. 3, because it was inferior wheat, covering the same year as No. 2.

Q. So up to No. 5 pool you have received your final payment?—A. I have been told so, yes. We have been fighting the Government to give us a bit more.

Q. You have not started a suit in respect of No. 1 pool?—A. No.

Q. This is your first suit?—A. Yes, the circumstances are different.

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Q. What is the pool that is running now—No. 10 ?—A. Yes.

Q. And you are in No. 10 ?—A. I have delivered some wheat.

Q. The money is paid into the bank you nominate ?—A. Yes.

Q. And you are notified by the bank that the payment is made ?  
—A. It is entered in my pass book.

Q. And you make enquiries from the bank ?—A. In the pass-book they enumerate what advance it is.

Q. And the final payment ?—A. I have not any final payments marked in the book yet. I have not got it from the bank.

Q. Of course before 1939 there was a complete set up of private individuals operating in wheat ?—A. Yes, it was private operations then. 10

Q. There was the wheat merchant who bought your wheat and shipped it overseas ?—A. The shipper did not buy from farmers.

Q. They bought the wheat, paid the farmer a certain price and they may have sold it locally or shipped it overseas ?—A. They were local merchants.

Q. And there were quite a number of big merchants operating ?  
—A. Yes, and millers and speculators.

Q. They were experts in their business and had been in the business a great number of years ?—A. Most of them had ; occasionally a fresh one started. 20

Q. And I suppose you found the Board when it started No. 1 pool so far as it was able availed itself of the services of those who were in the business ?—A. On a handling basis yes.

Mr. BARWICK : I object to this evidence.

HIS HONOR : At the moment I am inclined to think no evidence is admissible except in respect of this particular pool. At present the evidence is being admitted under a fairly wide franchise.

HIS HONOR : What Mr. Mason is trying to show is that the Board availed itself of the experts in the business, and it did its best to get the best price for the pool. 30

Mr. BARWICK : If that is what he is saying, I cannot object. If he says the Board tried to get the best price for 1945 I do not mind my friend leading.

Mr. MASON : The existing facilities before the Board came on the scene were these silos ?—A. That is correct.

Q. And the Board, in all the pools, used those existing facilities such as silos, railways and what shipping was available ?—A. Yes.

Q. I suppose you know that during the war years shipping was a very big problem ?—A. It was in the early years. 40

Q. Do you know whether shipping was controlled in the later years ?  
—A. Controlled from Britain.

Q. I suppose to get a price overseas you had to be able to get the ships from Britain ?—A. That is correct, during the war period.

Q. Right up to 1945 and 1946 ?—A. Yes.

Q. And the people who were used as the licensed receivers by the Board ?

HIS HONOR : It is rather ambiguous, what the witness means by the war period. You mean active hostilities?—*A.* Yes, after 1939.

Mr. MASON : It was under Shipping Control?—*A.* Yes.

*Q.* Including this No. 9 pool?—*A.* I think so.

*Q.* These licensed receivers were the people who received the wheat on behalf of the Board?—*A.* That is correct.

*Q.* And they were the people who attended to the storing and handling of it on behalf of the Board?—*A.* That is correct.

10 *Q.* And they were the people who had been doing that before the Board came on the scene?—*A.* Yes.

*Q.* So the Board used all the facilities and the men available in the business?—*A.* That is so, except for selling.

*Q.* Of course these people such as Dreyfuss & Co. ceased operating?—*A.* As buyers, yes.

*Q.* If you had had your wheat outside this pool would you have been able to sell it to anyone in Australia and if so, to whom?—*A.* If I had been allowed to sell?

*Q.* Yes?—*A.* I do not think the millers were tied to the pool. I think if they had not acquired my wheat I could have sold it to a miller.

20 *Q.* You think you could?—*A.* Yes.

*Q.* At what price do you think you could have sold any of your wheat of the 1945-46 season to a miller in Australia?—*A.* At the same price as the Board was charging the miller.

*Q.* And you know that was 5/2d. on a bag basis?—*A.* I know that was the minimum price under the home consumption scheme.

*Q.* You knew that there was a Flour Tax?—*A.* Yes.

*Q.* And you knew that the Flour Tax operated to keep wheat at 5/2d.?—*A.* That was the intention but it has not done it.

30 HIS HONOR : Is the Act the one that was in *Moran's* case?

Mr. MASON : Yes, Your Honor. (*To Witness*): I am talking about the local market?—*A.* Yes, last year 4/4·9d. was the relation to 5/2d. for the local market.

*Q.* What do you mean by last year?—*A.* 1946 season.

*Q.* I am talking at present about the No. 9 pool?—*A.* Yes. It returned to the Board 4/4·9d.

*Q.* Where did you get that from?—*A.* An answer made by the Minister in Parliament.

*Q.* I ask that that be struck out.

40 HIS HONOR : You must know whether it is right or wrong, Mr. Mason.

Mr. MASON : Very well, Your Honor. (*To Witness*): There has been a price ruling for bread?—*A.* Yes, 6d. cash delivered, 5½d. cash over the counter.

*Q.* Talking about wheat that goes into flour that goes into bread, the price is fixed at the bread end?—*A.* That is right.

*Q.* And that automatically fixes the price of flour?—*A.* The price of flour is fixed too.

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Q. What is the price of flour at this time?—A. It was fixed so that the bakers could sell their bread at 6d.

Q. And the fixation of the price of flour includes a certain amount of Flour Tax?—A. Yes, when the value of the wheat is less than the price.

Q. It is a sliding scale?—A. Yes.

Q. Do you not know what the net result of that is at the home consumption price?—A. I know what it was.

Q. What was it?—A. 5/2d. bagged.

Q. And that included Flour Tax?—A. That was to include Flour Tax.

Q. And you know that the Flour Tax at the relevant period for this No. 9 pool was £2/8/10 a ton?—A. Yes, I know that. 10

Q. Per short ton?—A. We will not argue on that. I think I know the difference.

Q. I want to come to what your position would be as a grower of this 1945/46 wheat. You think if you had had some of it you would have been able to sell it to a miller?—A. If it was not acquired.

Q. And I suppose you can tell me what the miller would have been able to pay you owing to the fixation of price?—A. He could afford to pay me 5/2d.

Q. But that has included in it the Flour Tax?—A. Yes, that is if the Government is selling my wheat on that basis, but there was no obligation to do it. There was a tax on wheat which provided that if wheat went up above the 5/2d. there was a tax to compensate the miller for any excess in his cost so that he could retain the price on flour and bread remained at 6d. If wheat is over 5/2d. the whole of the excess would go to the farmer. It would be 1/- on the whole wheat to subsidise the miller, but that was prescribed in the Act to be the maximum amount of Wheat Tax, so the farmer would get the ex'ra 1/-. 20

Q. I do not wish to go into questions of law with you?—A. You were suggesting that the 5/2d. was the most that could be got, but it was not. 30

Q. I only want the facts from you. You do know that whilst this No. 9 pool was on Flour Tax was being levied and collected?—A. It was.

Q. And it was being levied and collected at the rate of £2/8/10 per short ton?—A. Yes.

Q. And 48 bushels go to make a short ton of flour?—A. 48 bushels of wheat go to make a short ton of flour.

Q. And the price of bread was fixed at 6d. a loaf?—A. That is correct.

Q. Would you know the quantity of wheat that is required for Australian consumption?—A. Yes, I do. About 32 million bushels, 40 sometimes a little more, sometimes a little less.

Q. So the price you would be able to get if you had kept this wheat to yourself would be dependent very largely on whether it was part of the 32 million bushels?—A. It would depend on what price the Government was prepared to release the needed wheat from the Wheat Pool.

Q. For local consumption?—A. Yes. The miller would not give me more than what the Government would let him have the wheat for.

- Q. If all the wheat had not been acquired you think that the part which had not been acquired you would have been able to sell to a miller?  
—A. Yes.
- Q. To anyone else?—A. Pig breeders, poultry farmers.
- Q. So you would have been able to sell it either to the local miller or the pig breeder?—A. Anyone around who was prepared to buy it from me.
- Q. Who would be those people?—A. Pig breeders, poultry farmers and millers.
- 10 Q. Can you tell us anyone else to whom you think you might have been able to sell it, supposing you had 200,000 bushels of wheat and supposing the Act has said: "We will acquire all wheat except Mr. Nock's 200,000 bushels"?—A. Not for f.a.q., if it were suitable for seed, other farmers.
- Q. Anywhere else?—A. Not that I can call to mind. I think the brewers used some when barley was short.
- Q. You cannot think of anyone else?—A. No, not offhand.
- Q. As far as seed wheat is concerned the farmer buys his seed wheat, if you are in a wheat district—you are in a wheat district?—A. Yes.
- Q. And you do not manage to sell any seed wheat to your local farmers?  
—A. Sometimes.
- 20 Q. But that is very rarely?—A. Comparatively rarely, but after a drought year, like 1933 if you have a bit in your barn you can help them, and we did.
- Q. But you did not have any?—A. I had some from the previous year. I do not pass in the whole of my wheat.
- Q. Do you not think you might have got a ship and sold some?  
—A. No, I do not.
- Q. I only want to be sure you did not overlook the overseas market?  
—A. No, I do not think I could.
- 30 Q. So you have told His Honor all the markets you think would be available?—A. Yes.
- Mr. BARWICK: What was the year when there was a drought, was that 1944?—A. Yes, 1944. I think 38 million bushels was the quantity delivered to the wheat pool for the whole of Australia for that year.
- Q. You were asked by my friend whether you had some receipts from the licensed receiver for your wheat before you sent this claim forward for compensation?—A. Not from the licensed receiver, as a licensed receiver; we only got the weighbridge receipt.
- Q. That was from the State silo people?—A. Sometimes it was from the silo weighbridge and sometimes from the Railways weighbridge.
- 40 Q. You got no other receipt from the licensed receiver, other than what is on the claim?—A. Yes. Subsequently I got the receipt.
- Q. You got no receipt from him before signing the claim?—A. No.
- Q. With respect to the earlier pools about which you were asked you told His Honor you carried on the place in your own name up to what year?—A. December, 1940.
- Mr. BARWICK: My friend asked you whether there were some

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shipping difficulties during the war. What about the year 1945 with respect to 1945-1946?—*A.* I understand the control of the ships was by the same body but wheat was wanted so badly that there was never any difficulty about the ships, because they were always provided to take wheat.

Mr. MASON : That is all hearsay.

HIS HONOR : I think that is all hearsay, Mr. Barwick. If this case is going to be properly decided there must be figures as to ships made available for wheat. The Shipping Board would have them.

Mr. BARWICK : My friend asked you how much you think you could have got for your wheat from the millers in 1945 if your parcel by itself had not been acquired. Do you remember that?—*A.* Yes, and I said I would not get any more than the Government or the Board was prepared to let the miller have wheat for. 10

*Q.* Was the price at which the Government released wheat to the miller regulated otherwise than by a matter of Government policy?

Mr. MASON : I object to that, Your Honor. What is meant by "Government policy"?

HIS HONOR : It seems to me to be a very vague question at the moment. 20

Mr. MASON : I suppose the introduction of price fixing throughout Australia is a matter of Government policy; I suppose all Statutes that have been passed are a matter of Government policy and I suppose the law of the land is a matter of Government policy. I suppose the N.S.W. Statute fixing the price of bread at 6d. a loaf is a matter of Government policy.

Mr. BARWICK : I will withdraw it in that form and ask it in another form.

HIS HONOR : I think Mr. Mason's case is that there was price fixing at the time. What you are trying to establish is that there was no free market, I suppose. 30

Mr. BARWICK : There was no attempt to exploit the market.

HIS HONOR : Yes, but to find what the market price was. Is that the point?

Mr. BARWICK : Yes. So far as this question is concerned, that this witness could only get what the Government itself asked of the miller.

HIS HONOR : I do not think Mr. Mason contends to the contrary that the price was fixed by the Government. He says that is the law of the land.

Mr. BARWICK : There is no question of a regulation fixing of the price of wheat from the Wheat Board to a miller at all. At that point of time, what was happening was not that— 40

HIS HONOR : If you want to prove that and if it is relevant, surely you should call a miller who can say that either there were no negotiations with the Government or, if there were negotiations, what negotiations took place and what the nature of the negotiations was.

Mr. BARWICK : I will not deal further with this witness.

(The Witness withdrew.)

## LINDLEY CLAUDE WALKER, Sworn :

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Mr. BARWICK : What is your full name ?—A. Lindley Claude Walker.

Q. You have had some experience of the buying and selling of wheat. What experience have you had ?—A. My Organisation has been in the grain trade in N.S.W.

Q. What is your Organisation ?—A. Lindley Walker Wheat Co. We have been in the grain trade in N.S.W. for over 40 years.

Q. And for how long have you personally been associated with it ?  
10 —A. I have been personally associated with it for approximately 25 years.

Q. I want you to tell us whether in the ordinary course—leaving aside at the moment the question of control—the home price of wheat is related to the export price of wheat ?—A. Yes, it is.

Q. What relationship would it bear ?—A. In normal times the export value becomes the basis for the home consumption price.

Q. And does the home consumption price fall below it or go above it at times ?—A. No, if there is any variation the home consumption price is usually above the export parity.

Q. Now, in connection with the buying of wheat at sidings—and I will  
20 take bulk wheat in the first place—does the price of bulk wheat at sidings normally bear any relationship to the export price of wheat on the ports basis—f.o.b. rate ?—A. Well, to convert one to the other, of course, the intervening charges have to be taken into account.

Q. You might tell us what those charges are—give us the classifications first of all rather than amounts.

HIS HONOR : You are talking about pre-war now ?

Mr. BARWICK : Yes ?—A. At pre-war values, taking 1939 as a basis, the freight from the average country siding such as Nelungaloo would be approximately 5½d. a bushel. That year the silo handling charges  
30 for bulk wheat intended for shipment was 2½d. a bushel. In addition, there would be the one-farthing payable to the country agent and a farthing outward wharfage. They are actually the charges that make up the difference between the Sydney price and the f.o.b. price.

Q. Any amount to cover your own operating ?—A. Well, of course, our own margin of profit would vary. Sometimes we would make no profit at all. On bulk wheat we normally looked for one farthing a bushel.

Q. They add up to about 8d.-three farthings on the assumption that railing is 5½d. ?—A. Yes, 8d.-three farthings.

Q. That means, apart from the question of regulations, to get the  
40 siding price of bulk wheat one would take the day's quotations f.o.b. for export and deduct 8d.-three farthings ?—A. That is how it was arrived at pre-war.

Q. In regard to bagged wheat, pre-war again, were the same items included in this differential between the siding price and the port price or was there a variation ?—A. Well, again you had the rail freight which was approximately the same, 5½d., but in lieu of the silo handling charge

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you had the country agent's commission which, on bagged wheat, was one penny farthing a bushel in those days, and then at the shipping end there would be the labour cost of moving the bagged wheat from trucks or shed to ship, which was reckoned in those days at one penny a bushel. On top of that, a further one penny a bushel was added to cover the overhead and superintendents of the Company concerned in the shipping of it and there was also the same one farthing a bushel wharfage payable. In that penny that I have mentioned to cover overhead, in that second penny would also be the margin of profit for the shipper.

*Q.* Do they add up to somewhere about ninepence?—*A.* Ninepence 10  
a bushel.

*Q.* In 1945, the view would be that all wheat was acquired and there was no free market?—*A.* That was the fact.

*HIS HONOR:* What was that?

*The WITNESS:* I was asked the question "In 1945 all the wheat " had been acquired and there was, consequently, no free market." I replied that that was the fact.

*Mr. BARWICK:* So far as the 1945 position was concerned, was the silo charge the same as it had been in 1939?—*A.* I would have no 20  
knowledge of the silo charges for that year.

*Mr. BARWICK:* And the wharfage charges—would you know whether they had varied?—*A.* No, I have no actual knowledge of the costs of putting the wheat aboard ship in 1945, other than just approximately, and that would not be regarded as being authentic.

*Q.* However, if one could assume for the moment a free market in 1945, would the siding price be made up of the same constituents, or rather would the siding price be the f.o.b. price with the same items deducted as you have spoken of as pertaining in 1945?

*Mr. MASON:* You mean the same items?

*Mr. BARWICK:* Yes?—*A.* I think so. 30

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examina-  
tion.

*Mr. MASON:* I suppose sometimes when you have been operating as buyer for Lindley Walker & Coy., you have struck some shipping difficulties even in peacetime—I mean sometimes you have to store your wheat, have you not, before you get it away?—*A.* That is true.

*Q.* I suggest to you that synchronisation is a great thing in this wheat business?—*A.* Yes, having the vessel alongside when you have the wheat there.

*Q.* And not having the wheat there before the vessel is there?—*A.* Yes.

*Q.* What happens if you have the wheat there and no vessel to take it?—*A.* You have only the one alternative, of stacking it or storing it 40  
until such time as shipping is available.

*Q.* In your estimate to Mr. Barwick you have made no allowance for having to have your wheat stored at the waterfront awaiting shipment?—*A.* Of course I was basing it on pre-war.

*Q.* When you would have no difficulties?—*A.* Yes.

*Q.* Would you be conversant with what the shipping position was in 1945/46?—*A.* I would not claim to have any intimate knowledge.



Q. But I suppose you would know that large quantities of wheat were here at the waterfront waiting to get away?—A. Yes.

Q. And I suggest you would know that it was all being stored waiting until shipping was available?—A. Yes.

Q. You would know that as a fact?—A. Yes.

Q. That was a 1945–46 difficulty which, operating in a free market pre-war, would not be encountered?—A. That is largely correct.

Q. And you would not, as an operator in 1939, think of committing yourself to a large quantity of wheat without being sure of ships to move it, unless it was for local sale?—A. No, that is what I was going to point out.

Q. If you were going to sell on the export market you would want to be sure of your freight to take it?—A. Yes.

Q. Suppose you had been confronted with this hypothetical position, I would like to know how you would have dealt with it. I have 3,000 bushels of wheat in 1945–46, and the Government decides not to take my 3,000 bushels of wheat. The Government, of course, has taken other people's wheat; it has been doing that since in the first pool in 1939, and it has got this organisation going, but in 1945 it decides that it will not take my 3,000 bushels of wheat. I go along to you, and I say to you: "Well, 20 " Mr. Walker, here are 3,000 bushels of wheat. What price will you give " me for it?"—A. Well, it is purely hypothetical, and the price I can give you for it would depend on the price I got for it.

Q. First of all, in 1945–46 what could you get for that locally, that 3,000 bushels? Of course you would want a profit—you would not do this for nothing—but we will leave your profit out. What could you get for this locally?—A. That would be largely governed by the ruling price for wheat at Sydney at the time.

Q. Would it not be wholly governed by that? Do you agree with that?—A. Yes.

Q. Do you mean by that that you would have to put the overseas market 30 out of the question as a possibility. Why would you rule the overseas market out as a possibility for my 3,000 bushels?—A. To start with, the quantity would be so small and the prospect of getting freight at that period would be so slight that you would have to discount it as an outlet for the wheat.

Q. You are still thinking of my 3,000 bushels, not sending it overseas, and I suppose the first thing that strikes you is that the natural outlet for that will be the local miller. Would that be your first thought in working it out in your mind?—A. He would be one avenue.

Q. You would say to yourself, I suppose: "What could the local 40 " miller afford to pay me for it?" Is that so?—A. Yes.

Q. And I suppose at that time you would know that the price of bread was fixed at 6d. a loaf?—A. Yes.

Q. And you know how many bushels go to make a loaf of bread? You tell me what you would expect to get from the miller and how you would get it?—A. Of course the price you would get from the miller would be the price that he could buy supplies at elsewhere.

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*Q.* That is one answer, but I suppose the price the miller could pay you would depend on what the baker could pay him for it. Would you mind working it out from that end? The baker can afford to pay so much for his flour to make his bread?—*A.* I do not profess to be able to convert the price of wheat, expressed in terms of the price of bread.

*Q.* Well, tell us, with your knowledge of the trade—you know of course that Flour Tax was levied in 1945–46?—*A.* Yes.

*Q.* And do you know the amount of that—£2/8/1 per short ton?—*A.* I understand that would be correct.

*Q.* Does that not bring us back to a certain figure as being the local 10 consumption price for wheat of 3/11½d. bulk?—*A.* I have never worked it out.

*Q.* But you can work it out for us, I take it? *A.* That figure would seem to be approximately correct.

*Q.* You get that 3/11½d. and you add on your Flour Tax, and it gives you 5/2d. for bagged wheat and 4/11d. for bulk wheat?—*A.* Yes.

*Q.* I think you were a licensed receiver?—*A.* Yes.

*Q.* And you performed all those duties of handling for the Board that were previously done for private individuals—your company did?—*A.* Yes. 20

*Q.* And as far as possible, wherever the services were available to the Board, the Board used those existing services—people who were familiar with the trade?—*A.* That is true.

*Q.* And I suppose you will agree with me about this, that in employing your firm for instance, you were probably underpaid for your services? (No response).

*Q.* I take it that you were not overpaid?—*A.* I would prefer to pass no comment on that.

*Q.* You have told us about this 3,000 bushels of hypothetical wheat of mine, and we have dealt with going to the miller, and we have excluded 30 the overseas buyer as a possibility. Who else is there in the field in 1945–46 for my f.a.q. 3,000 bushels?—*A.* The range would be limited. You would have produce merchants.

*Q.* And they would buy for stock feed, I take it?—*A.* Yes, for reselling to poultry farmers and that sort of thing.

*Q.* And can you think of anybody else who might be interested in my 3,000 bushels?—*A.* Perhaps distillers.

*Q.* Could you tell His Honor—There would be breakfast food people too?—*A.* Yes, whatever quantity they might use.

*Q.* You would not be familiar, I suppose, with what they could afford 40 to pay—that would depend, of course, on what the breakfast food people could get in turn for their manufactured article—you would not be familiar with that?—*A.* No.

*Q.* And as far as the pig farmer is concerned, it would depend on what he could get for his pigs?—*A.* Yes.

*Q.* You would not be familiar with that?—*A.* I do breed them.

(Sitting suspended from 1 p.m. to 2.30 p.m.)

UPON RESUMING at 2.30 p.m.

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Mr. MASON : You were telling me you were a pig farmer ?—A. Not exactly ; I said I had some knowledge of pig farming.

Q. When did you start to have a knowledge of pig farming ?—A. It comes about by reason of the fact that I am interested in a country property on the North Coast where pigs are bred.

Q. Was wheat required for feed ?—A. Wheat is a grain that is popular in pig feeding. It is not absolutely essential to feed them on wheat.

10 Q. In fact at the end of 1945-46 were you feeding wheat to pigs ?  
—A. Yes.

Q. Are you familiar with the price that you could get for your finished product, bacon, pork and so forth ?—A. Yes, but not expressed in pence per lb. I know the price that the actual beast sells at.

Q. On the hoof ?—A. Yes.

Q. And that price was fixed ?—A. The price per lb. is fixed for pork or bacon, or whatever the beast is most suitable for. The actual price per carcass is not fixed, because the weight of the beast varies.

20 Q. Does that mean that a price per lb. alive on the hoof was fixed ?  
—A. No.

Q. Was it the price per lb. of bacon or of the carcass ?—A. There was a fixed price per lb. at the bacon factory of the dressed beast.

Q. And I suppose that has a bearing on what you can afford to pay for wheat for feed ?—A. Yes, to some extent.

Q. A very direct relation, I suppose ?—A. According to whether your beasts are the type that thrives on wheat. Some breeds do ; others do not, but generally speaking, it is as you say.

30 Q. Are you in a position to say what would be the economic price you could pay for wheat for feed to your pigs in 1945-46 ?—A. No, because every pig breeder reckons he should get his feed as cheap as he can and sell the beast for as much as he can.

Q. I suppose he expects to get the export price too ?—A. That would have some bearing.

Q. If that happened, we would have no pig meats in Australia.

HIS HONOR : Is it not a question, Mr. Mason, of what they paid for wheat at that time ?

Mr. MASON : (*To Witness*) Do you know what, in fact, they paid for wheat at that time ?—A. Our only source of supply is from Produce merchants, who in turn buy their wheat from the Wheat Board.

40 Q. You would not know anything more than what that price was ?  
—A. No.

Q. Do you know what that price was in 1945-46 ?—A. Not offhand.

Mr. BARWICK : Does the export price that is quoted f.o.b. reflect at all the shipping situation from time to time ?—A. In pre-war days it reflected the shipping situation inasmuch as the f.o.b. price offered by a

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shipper would be on the presumption that that shipper already had the freight booked for such wheat and the scarcity or easiness of freight would, in turn express itself in the freight rate per ton in those days.

*Q.* Would it be reflected in any part in this f.o.b. quotation for the wheat itself?—*A.* Indirectly, yes, in the sense that the shipper of the wheat would know what he could get in London for it. He would know what the freight rate per ton was and in working on that back he would establish what that wheat was worth f.o.b. Sydney.

*Q.* Have you any idea of the cost of the stacking charge pre-war?—*A.* That would vary according to the length of time it had to remain 10  
in the stack.

*Q.* Can you give us any limiting factors in it that you know of?—*A.* Of course once wheat is stacked at a country siding it has to be double handled there—it has to be put into the stack and taken out of it, as distinct from being loaded from the farmer's waggon on to the trucks.

*Q.* You have to pay something for the site of the stack?—*A.* Yes.

*Q.* What was the pre-war charge for the site for stacking?—*A.* The actual cost of the stacking site itself approximately was £1 or 25/- per site.

*Q.* How much could you put on the site?—*A.* That would vary according to the height you built the stack, or how wide the site was. 20  
It is not easy to establish a price per bushel as being the cost of stacking.

HIS HONOR : Is not the stacking in the country all included in the 9d. ?

Mr. BARWICK : Does not the allowance to your agent in the case of bagged wheat purchases include the stacking charge?—*A.* Yes, the commission to the agent reflects what it has cost in lumping fees and cost of sites, and for putting the wheat in and out of stack where that has to be done. There are other cases, of course, where it is loaded direct from the farmer's waggon on to the railway trucks.

*Q.* Assuming shipping available in 1945 and assuming that you as a 30  
dealer were free to buy and export wheat, what amount under the export quotation would you have been prepared to give for wheat at Nelungaloo siding in 1945 ?

Mr. MASON : Do you know the freight to begin with ?

Mr. BARWICK : The forms show the railage.

The WITNESS : You are referring to local railway freight.

Mr. BARWICK : How much under the export price would you be prepared to pay?—*A.* We would have to have a knowledge of what the overseas freight rates were at that time before we could strike a price at 40  
country sidings.

*Q.* I thought you told me that the establishment of the export price has involved considerations of (1) the availability, and (2) the cost of shipping. I am giving you the export f.o.b. price and I am asking you on the assumption I have put to you how much less than that f.o.b. price, if anything, you would have been prepared to give at Nelungaloo siding for bulk wheat?—*A.* I am not aware exactly of what the extra cost of handling wheat from country sidings to port in 1945 was.

Q. I can give you the railage. You are familiar with the way in which the Board has, in fact, handled wheat?—A. Yes.

Q. On the assumption that the Board's total cost of handling the 1945-46 crop from siding to port was 9·393 pence a bushel—that being an average of bagged and bulk—and bearing in mind that figure and that the figure for railage from Nelungaloo was 5·384 pence per bushel and in the case of Gunningbland 5·411 pence per bushel, what other figures would you need to know to give me a precise money sum?—A. I would need to know what the costs were in 1945 of, in the case of bagged wheat, handling such bagged wheat from shed or trucks to ship.

Q. You would know the pre-war figure for bagged wheat—how much was that?—A. Approximately ninepence from siding to ship.

Q. You have got the railage figure, but you have not got the silo charges?—A. That would not apply to bagged wheat.

Q. You have the wharfage charges?—A. They would be the same.

Mr. BARWICK: Can you give me the limits between which the price would vary?—A. I imagine that the costs by 1945 as compared with pre-war may have been increased by one penny per bushel.

Q. You have given them from thinking it over, before expressing an opinion?—A. Yes.

Q. You have been asked to consider that before?—A. Yes.

Q. Was your previous figure for bagged wheat a differential of ninepence?—A. Yes.

Q. And in 1945 your differential would have been tenpence?—A. Yes, but that is not alone for transferring wheat from country stations to depots and from depots to seaboard, but I am basing this on what would have applied in normal times before the war. There were difficulties during the war when there was double handling.

Q. On the assumption that the Board's handling charges for 1945-46, charges for the bagged wheat was 9·39d. per bushel?—A. Yes, about 9½d.

Q. Are you able to give me what would have been in your opinion the differential for bagged and bulk wheat in 1945?—A. The f.o.b. price less the average charges and 9½d. plus our margin of profit had we been free.

Q. Less a little more for your margin of profit?—A. Yes.

Q. And that was one farthing per bushel?—A. Yes, on the pre-war when the price of wheat was low. It may have been a halfpenny when the price of wheat was higher.

Q. That carries up to a maximum of ten.

HIS HONOR: You have left out rail freight?—A. That is the 9·393d.

Mr. MASON: That assumes, of course, that you bring your wheat to your port synchronising with the ship there ready to take it straight away?—A. It allows for what was customary before the war, a little bit of storage and a little bit of direct truckings from truck to ship. Possibly even in pre-war days it was synchronised so that deliveries of wheat to the Seaboard so that your wheat would arrive within a few days of the vessel being alongside the load. It was always necessary to keep a portion of it in a shed adjacent to the ship.

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Q. How did that compare with the position that arose when the war was on and shipping difficulties arose?—A. The difference was that pre-war you could largely depend upon the ship's arrival at a given date and work on that beforehand, but during the war, of course, there were all sorts of unforeseen delays in the arrival of ships which possibly made it much more difficult to synchronise.

Q. That meant added expenses?—A. Yes.

Q. And that has brought about pretty heavy delay of that sort?—A. Yes, I suppose the items of demurrage of railway trucks or double handling at stacks and sheds all add to the cost of handling. 10

Q. I understood you to tell me before lunch that if I had come to you with three thousand bushels of wheat you would dismiss the export market from your mind altogether. That is so, is it not?—A. Well, as I admitted before lunch the problems of shipping were so great at the time that the prospects of getting freight for such a quantity would be very remote.

*(The Witness withdrew.)*

Mr. BARWICK: I have some evidence from the Board. Is my friend prepared to admit portion of this letter?

Mr. MASON: I do not admit any portion of letters.

Mr. BARWICK: Perhaps you will admit the facts (*showing letter to Mr. Mason*). I ask Mr. Mason to admit that the total cost of handling the 1945-46 crop including freight from country stations to ports was 9.393d. per bushel. That letter is dated January, 1947. 20

Mr. MASON: At that time the pool had not been completed and that was the estimate at that time. I will admit that at that time it was an estimate.

Mr. BARWICK: I will tender the letter.

Mr. MASON: I do not object to the letter as against the Board.

Mr. BARWICK: I tender it as against the Commonwealth, because the Board acts as agent for the Commonwealth. 30

HIS HONOR: I am not sure that it is admissible as against the Commonwealth.

Mr. BARWICK: Under the Regulations the Board is the agent of the Commonwealth and the General Manager of the Board in pursuance of his duties is asked a question and he replies giving that information.

HIS HONOR: The acquisition is on behalf of the Commonwealth and this is the administrative body.

Mr. BARWICK: Yes, and the Wheat Board acts on behalf of the Commonwealth. I refer to section 26 of the Wheat Acquisition Act which says: 40

“ On behalf of the Commonwealth and subject to any direction  
“ from the Minister to manage and control all matters in connection  
“ with the handling, storage, protection and shipment of any wheat  
“ and on behalf of the Commonwealth and subject to any direction  
“ of the Minister the Board may deal, manage, control all matters  
“ connected with the handling and storage, etc.”

Your Honor remembers also the *Fraser Henline* case.

Mr. MASON : I do not want to argue this matter at the present time. I do not think that this point will ever arise.

HIS HONOR : It is not conclusive evidence.

Mr. MASON : The Board is a body corporate with special provisions and it is not an agency of the Commonwealth. The Commonwealth acquires the wheat which becomes Commonwealth property.

HIS HONOR : And it is then managed on behalf of the Commonwealth by the Board.

10 Mr. BARWICK : The Manager gave the figures for each year. I am only tendering the typewritten portion of the document and I rely on the part which says that the total cost of handling the 1945-46 crop of 123 million bushels is 9.393d.

*Exhibit.* Exhibit "C."—Letter from Wheat Board dated 24th January, 1947.

Mr. BARWICK : Subject to the f.o.b. price, London, that will be my case. I want to put in in evidence the quotations, f.o.b., throughout the years to show the trend of the actual quotation on the relevant dates.

Witnesses called on Behalf of the Defendants.

20 CHRISTOPHER JAMES PERRETT : Sworn and Examined :

Mr. MASON : How long have you been associated with the Wheat Board ?—A. Since its inception.

Q. And it came into existence on the 21st September, 1939 ?—A. That is so.

Q. In what capacity were you associated with the Board at its inception ?—A. Secretary of the Board from its inception.

Q. What is your present position ?—A. General Manager of the Board.

30 Q. Are those the only positions you have occupied ?—A. No, I was appointed Assistant-General-Manager, I think about 1943.

Q. And General Manager when ?—A. 1st January, 1946.

Mr. MASON : And you are still General Manager ?—A. I am still General Manager.

Q. Prior to that I think you were an officer in the Commonwealth Department of Commerce ?—A. That is so.

Q. How long were you there ?—A. In the Department of Commerce from September, 1935.

Q. Up till your appointment ?—A. Up to the date of my appointment to the Board.

40 Q. And while you occupied that position with the Department of Commerce were you brought into contact with wheat ?—A. Yes, during the whole of my service with the Commerce Department I was employed on matters affecting the economics of the wheat industry.

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*Q.* So you have been connected with the wheat industry since 1935 ?  
*A.* That is so.

*Q.* The Board was first constituted in 1939 and at that stage comprised three representatives of the wheat merchants, two representatives of the wheat pools—those were State wheat pools ?—*A.* No, they were private wheat pools.

*Q.* One representative of the bulk handling authorities and two representatives of the wheat growers with a Commonwealth Government representative as Chairman ?—*A.* That is correct.

*Q.* On the 6th October, 1942, the constitution of the Board was completely revised and since that date it has comprised 7 representatives of the wheat growers, one of the flour millers and the Commonwealth Government Representative ?—*A.* That is correct. 10

*Q.* Advisory Committees were established in each State ?—*A.* Yes.

*Q.* Their function being to advise the Board with regard to matters arising out of the operation of the scheme in their several States ?—*A.* That is so.

*Q.* Branches were established under the control of the State Superintendent in each State ?—*A.* Branches of the Board.

*Q.* Responsible for the dealings associated with handling storing and shipping in each State ?—*A.* That is right. 20

*Q.* Your head office is in Melbourne and that is where your Board itself sits ?—*A.* Yes.

*Q.* And that is where your records are kept ?—*A.* Not all of them, they are throughout the State Offices and some of them at country branches.

*Q.* But your main records would be in Melbourne ?—*A.* Yes, centralised there.

*Q.* When the Board was established the Commonwealth purported to acquire all wheat in Australia and each subsequent crop harvested was subject to acquisition, subject only to the exceptions mentioned in the order that has been referred to in the Statement of Claim, namely, seed wheat and wheat required by growers for their own use ?—*A.* That is so. There was one other exception too, and it was up to a limit of 100 bushels I think which was required by a farmer for gristing into flour for his own purposes. 30

*Q.* The task of the Board was to receive, store, sell, ship and in all other respects administer the wheat that was so acquired ?—*A.* That is so.

*Q.* And of course included in that was the making of advances to growers as approved from time to time under the regulations ?—*A.* That is correct. 40

*Q.* And the Board's operations commenced immediately upon its establishment ?—*A.* Yes.

*Q.* They are still in progress and the year we are concerned with is 1945-46 and it is known as No. 9 pool and it had 8 predecessors ?—*A.* Yes. It had 8 predecessors but that did not mean 8 years actually because pools 2 and 3 were in the same year. No. 3 pool comprised a couple



of million bushels of inferior wheat harvested in N.S.W. in 1939-40 which later was merged into the No. 2 pool.

Q. For the purpose of receiving storing and handling wheat in the country districts and throughout Australia generally the Board made use of existing organisations of the large wheat shipping firms, including wheat pools. Those pools are voluntary pools by the farmers themselves?—A. That is so.

Q. These people were appointed receivers whilst the silo authorities were appointed to handle bulk wheat?—A. That is so.

10 Q. These receivers were directly under the Board's control and the arrangements under which they worked were embodied in licences issued by the Board?—A. Yes.

Q. And I think those licences provided that the persons should act on behalf of the Board and no other persons?—A. Yes.

Q. So you had their services exclusively?—A. That is so, in relation to wheat.

Q. You also used those shipping firms in supervising shipments of wheat and flour sold for export by the Board?—A. That is right.

20 Q. And their licences also laid down the remuneration payable to them for the work undertaken by them?—A. Yes.

Q. And they were mostly on a commission basis although special types of work were remunerated on the basis of cost?—A. Yes.

Q. Country millers were appointed receiving agents of their mill towns?—A. Yes.

Q. But each was attached to one or other of the licenced receivers who performed the documentary work associated with receivers for the purpose of obviating administrative difficulty?—A. Yes.

Q. The licenced receivers organisations were utilised in the distribution of payments to wheat growers?—A. Yes.

30 Q. To save additional expense?—A. That is so.

Q. You had selling agents in London for the purposes of sale?—A. Yes.

Q. And for the purpose of keeping you advised with regard to overseas markets and to negotiate export sales of wheat and flour on behalf of the Board?—A. Yes.

Q. They were remunerated at a fixed rate per bushel and per ton on the quantities which they sold?—A. Yes.

Q. The Board's first task was to dispose of wheat for the 1938-39 season?—A. That is correct.

40 Mr. BARWICK : Are we concerned with the history of what the Board did in 1938 ?

HIS HONOR : You open up these years to some extent. I think I will let it in under the arrangement. Mr. Mason, you are not going into this matter in any detail I take it.

Mr. MASON : No. (*To witness.*) This comprises about 18 million bushels and the price realised enabled payments to be made of 2/9·908 per bushel f.o.b. main ports for bagged wheat, 2d. less for bulk wheat ?

Mr. BARWICK : I object to it in that form. It is a question involving

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a number of conclusions some of which I may have to challenge. I do not wish my friend to lead any further.

HIS HONOR : Are the details of these pools of any importance at all ?

Mr. MASON : I do not think they are.

HIS HONOR : If I were trying the case without any background to the case I would keep the evidence strictly on this No. 9 pool, and as far as I am concerned in the end that is the only evidence I would consider admissible. But Mr. Barwick has covered territory outside that and the arrangement was that a lot of evidence would be admitted unless I thought it was clearly inadmissible.

Mr. MASON : As far as I can see it was directed to what was happening—certainly Mr. Nock's evidence—before the war and before pooling. If we are only concerned with the 1945–46 crop, as we undoubtedly are primarily, what have we to do with what happened before 1938 ?

HIS HONOR : At the present moment I cannot see the relevance of that evidence myself but I was asked by counsel on both sides to let in additional evidence because this may be a test case and it may go further.

Mr. MASON : My feeling when that was debated was that I wished to protect myself against what is happening now. I said " If Mr. Barwick " is going to have his way in this I hope when I come to my case it is going " to apply to me," and it was on that basis that Your Honor allowed the evidence in.

HIS HONOR : I will allow you to give it on that footing but if Mr. Barwick objects to your leading I cannot let it in. I should have thought if you got, with respect to the earlier years, the general way in which the Board operated and then that those operations continue throughout the whole of the pools—the evidence is evidently being led to show they got the best price possible for the wheat growers—is not that sufficient ?

Mr. MASON : Yes. (*To Witness*) : You were handling all the wheat with those exceptions which you mentioned ?—A. That is so.

Q. We have heard that there are three classes of wheat, fair average quality, premium wheat, and what do you call the third ?—A. Lower grade wheat.

Q. Would you tell His Honor what the procedure of the Board was so far as premium wheat was concerned ?

HIS HONOR : First of all, it was the same in each year ?—A. It was the same procedure each year. Growers who grew wheat which they considered to be of premium quality submitted samples of that wheat to the country agents of our licensed receivers. They submitted a number of samples of each grade or variety they had and those samples were then sent around to various millers to bid for them and the wheat was then sold to the highest bidder. The miller paid to the grower the excess over the f.a.q. price for the wheat and the Board paid to the grower the f.a.q. price.

Q. So the actual premium went direct from the miller to the grower ?—A. That is so.

Q. And if the grower had any premium wheat he was free to get the premium in the market in that way ?—A. That is so.

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*Q.* What happened with regard to f.a.q. wheat?—*A.* F.a.q. wheat was delivered to the Board and when it was delivered—if it were bulk wheat—it was placed in the silo along with wheat from other growers; if it were bagged wheat it was placed in stacks along with wheat of other growers or if trucking was available at the country station it was trucked direct.

*Q.* To the terminal port?—*A.* Or to some destination.

*Q.* Outside the Board?—*A.* Yes.

*Q.* At what stage would a particular grower's wheat lose its identity?  
10 —*A.* It would lose its identity immediately upon delivery. If it were silo wheat it would go into one of the bins on the country elevator and become merged with wheat of other growers; if it were bagged wheat it would be placed in a stack along with wheat of other growers.

*Q.* There was nothing identifying it on particular bags as in the case of wool?—*A.* No.

*Q.* Tell His Honor about low grade wheat?—*A.* I should explain that generally in a year the Board regarded wheat below 59 lbs. to the bushel measure as being wheat of a lower grade than f.a.q. wheat, between 54 lbs. to the bushel and up to and including 58 lbs. was received separately,  
20 placed in a separate stack and disposed of separately. In some years the growers may have wheat even below 54 lbs. to the bushel quality, and that wheat also we keep separately from the other two classes, f.a.q. and 58 lbs. to the bushel; and we dispose of that separately, the growers being docked an appropriate amount from the f.a.q. value on account of the lower grade wheat.

*Mr. MASON:* We have been told that in 1945–46 the plaintiff's wheat, so far as we are concerned, was f.a.q. wheat, losing its identity when it was put into the stack?—*A.* That is correct.

*Q.* Tell His Honor, from the records of the Board, at what stage you  
30 started putting the Nelungaloo wheat into a truck: it would all depend on how full the silo was at the time the wheat was put in?—*A.* Yes.

*Q.* And the same applies in regard to the bagging?—*A.* Yes.

*HIS HONOR:* It lost its identity completely upon delivery, whether at silo or into the stack?—*A.* Yes.

*Mr. MASON:* The wheat becomes the property of the Board—with those exceptions—upon harvesting?—*A.* Yes.

*Q.* Who undertook the delivery to the Railway Station or to the silo?  
—*A.* The grower himself did that.

*Q.* He delivered it to the licensed receiver at an appropriate place?  
40 —*A.* That is so.

*Q.* At that stage it was weighed?—*A.* Yes.

*Q.* What else was done?—*A.* It was weighed, and a docket was issued to the grower, as a form of receipt for the weight of wheat which he had delivered. Then, if it were bagged wheat, it was put into stacks and if there were trucks available a proportion, a small proportion, might be put direct into railway trucks and consigned to a destination point; but the biggest percentage was put into the stack.

*Q.* What about the percentage that went to the silo?—*A.* That is the

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bagged wheat I have been speaking of—the whole lot of the bulk wheat went into the silo.

*Q.* What happened with regard to the facilities at the point where the wheat is delivered over, both with regard to bagged wheat and to silo wheat—the existing facilities when the Board started and what the Board did to bring those facilities up to requirements, if it were necessary.

*Mr. BARWICK :* I take it all this is covered by my objection ?

*HIS HONOR :* Yes.

*The WITNESS :* We had to get railway trucks, and the silo wheat was spouted off into the trucks. We had previously got a destination point, either into Mills or down to the terminal elevator for, in the case of New South Wales, shipment, or perhaps delivery, to one or two of the City Mills. 10

*HIS HONOR :* Would that be at Darling Harbour?—*A.* Yes, at Glebe Island—White Bay. So far as the bagged wheat was concerned, we got the trucks from the railways and it was placed trucks and similarly consigned to a destination point, a Mill, perhaps an intermediate depot, or direct to a produce trade buyer.

*Mr. MASON :* Did the Board provide the bags for the farmers who wanted them?—*A.* No, the bags were purchased by the farmers. 20

*Q.* From whom—the Board?—*A.* The Board is the sole purchaser and importer and distributor of cornsacks for all purposes in Australia, so that the only place the wheat grower—along with other users of cornsacks—could get them would be from the Board.

*Q.* Did you have to do anything for storage, either at the railway siding or at the terminal point—in the way of providing for that, or were the existing facilities sufficient?—*A.* Do you mean, with regard to 1945–46 ?

*Q.* Yes.—*A.* With regard to 1945–46 we had all the facilities which we required for storage anywhere for a very big crop, because they had been constructed over the 4 or 5 years prior to that ; and we used those facilities. 30

*Q.* Were there any facilities other than the Board's facilities for a grower who had some wheat?—*A.* The only other facilities a grower would have of himself would be those on his own farm.

*Q.* I am not concerned with that ; you had all storage available throughout Australia?—*A.* We had all stacking sites at country stations. It would not have been possible for a grower to obtain access to a stacking site to stack his wheat at a country station. If he wanted to stack somewhere it would have to be away from that.

*Q.* And you had all the silos also?—*A.* Yes. 40

*Q.* If he wanted to bring some of his wheat to the seaboard and the ship was not there waiting to just take it on board, what about his storage facilities?—*A.* I cannot imagine any storing facilities that would have been available to him at the seaboard.

*Q.* And, owing to shipping difficulties, was storage on the seaboard a thing that was usually required for anybody with wheat during 1945–46 ?—*A.* It was required sometimes. We had to store wheat in one of the storage sheds at Rozelle, bagged wheat.

Q. I suppose that the care of the wheat is an important factor, before it gets either to the seaboard or to the miller?—A. Yes.

Q. And I suppose that weevils and such like have to be coped with, and weather conditions provided for?—A. That is so.

Q. Were proper steps taken with regard to that?—A. Yes. We made very exhaustive researches into dealing with weevil in wheat over the first 2 or 3 years of the Board's existence, and in that we had the co-operation of the Council of Scientific and Industrial Research; and we evolved a method of dealing with weevil in wheat which was so successful  
10 that to us nowadays weevil is not a problem.

Mr. BARWICK : That had happened by 1945?—A. Yes.

Mr. MASON : Of course, the point is, I suppose, that anybody using the Board's facilities in 1945, as distinct from paddling in his own canoe, was in a very favourable position?—A. That is correct.

Q. What is the average wheat crop throughout Australia?—A. A fair average crop throughout Australia would be round about 150,000,000 to 160,000,000 bushels, but it varies very considerably from year to year.

Q. What was the size of the 1945-46 crop?—A. We received 123·9 million bushels, but we marketed eventually 123·7 million bushels.

20 Q. How do you account for the difference?—A. It is made up of many factors. 123·9 million bushels represents the total weight of silo wheat, plus the total weight of the bagged wheat, including the weight of the bags. When we dispose of wheat we sell it entirely on a bulk basis, and make an allowance for the bags; so that, in disposing of wheat as such, a deduction has to be made from the weight received for the weight of the bags. We sell the bags separately. Then there is a matter of shortages of out-turn, or perhaps surpluses of out-turn at different stations which involves adjustments in the weight when the pool is finally cleared up.

30 Q. And was the actual crop which you either have marketed or will be marketing for 1945-46, 123·7 million bushels, plus the weight of the bags?—A. Yes, 123·7 million bushels, plus the weight of the bags, which we received as wheat, but which we sell as bags.

Q. What is the wheat season?—A. Our cereal year is from the 1st December in any year until 30th November in the following year.

Q. At what time would harvesting take place for the 1945-46 crop?—A. Harvesting normally opens in Queensland about the middle to the end of October, and in early November wheat would be coming in in Northern New South Wales. Then the opening day is later as you come south, until you get to Victoria, where very little wheat is received before the  
40 15th to 20th December in a normal year—it may be even later if the season is a bit late.

Q. What are the uses in Australia for wheat—local consumption?—A. First of all, wheat is sold for gristing into flour for local consumption. Secondly it is sold for feed purposes, chiefly pigs and poultry, and the third category is mainly for breakfast foods.

Q. For the season 1945-46 what were the requirements of Australia under those three categories?—A. For flour it was 32·4 million bushels,

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In the High Court of Australia roughly; for feed purposes about 23.9 million bushels, and for other purposes, roughly, three million bushels.

Mr. MASON: That is a total of 59.3 million bushels?—A. Yes.

HIS HONOR: About half the crop?—A. Yes, roughly.

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Mr. MASON: Would you tell His Honor what the requirements on a similar basis were in a previous year, just to show how this year compared with a previous year? Was it approximately the same?—A. Yes, approximately.

Q. And into the same three categories?—A. Yes.

Q. What figures, approximately the same in each of those three categories?—A. Approximately. The feed may have been just a little more. 10

Q. With wheat that was sold locally, will you tell His Honor what the procedure was with wheat that was sold locally as flour in 1945–46?—A. The procedure was the same in 1945–46 as in all previous years. All the millers worked under an agreement with the Board, and under that agreement wheat is delivered to the millers, and the millers pay the Board for the wheat equivalent of flour which is sold fortnightly, and of flour which is exported. They are also permitted to sell a small quantity of wheat for feed purposes, and that is paid for fortnightly. The millers submit to us returns each fortnight, which we call "F.A. returns," and they show the details of their wheat stock position, the quantities of wheat which they have received during the fortnight, and also the quantities of wheat which they have gristed during the fortnight, and the quantity of flour they have sold, either for local consumption or for export, and they send along their cheque for the wheat equivalent of the flour they have disposed of. 20

Mr. BARWICK: Is there an agreement with the flour millers in writing?—A. Yes, the agreement is in writing.

Mr. BARWICK: I take it the agreement will be produced?

HIS HONOR: Do you wish to see it? 30

Mr. MASON (*to Witness*): Have you got it?—A. I am sorry, I have not it here.

Q. Is it here or in Melbourne?—A. I think we can get it from the Sydney office.

HIS HONOR: They are all in the same form?—A. Yes, it just sets out the obligations of the millers and also those of the Board in regard to the delivery of wheat to the millers and the expenses that have to be borne by the millers in regard to its receipt. It also provides for the manner in which the millers are to pay for wheat, as I have described.

Q. You can get a copy?—A. Yes. 40

Mr. BARWICK: And can you get a copy of this form, the F.A. form?—A. Yes.

Mr. MASON: During the relevant period of 1945–46, Flour Tax was imposed and collected by the Government?—A. That is so.

Q. And that was a tax on flour?—A. That is correct.

Q. And during the relevant period that tax was at the rate of—?—A. £2/8/10 a short ton of 2,000 lbs.

*Q.* And that had to be borne by the miller?—*A.* Yes.

*Q.* What was the position as far as the 1945–46 season was concerned with regard to the shipping position? Was that a normal pre-war position or was it a different position, and how was it different?—*A.* It was not a normal pre-war position. Shipping was still subject to some control by the Ministry of Transport in London. That replaced the Ministry of War Transport when the war ended. Licences had to be obtained by any shipowner who desired to charter any vessels. That was one feature in which it differed from pre-war. Another one was that shipping was rather scarce and difficult to obtain during 1946, as it was during the war years.

*Q.* I want to ask you what my position would be with my 3,000 bushels of wheat. I have 3,000 bushels of wheat; I am the only man in Australia with it, and I want to know if everybody is rushing me. I am anxious to do the best I can. I want the best price and I do not care where I sell it (but not on the black market). What would you advise me to do?—*A.* I think you would have very grave difficulty in getting shipping for it. I cannot imagine how you could get it.

*HIS HONOR:* You think it would have to be sold locally?—*A.* I think it would.

*Mr. MASON:* What would be my position locally?—*A.* Assuming this is a perfectly legal transaction, the avenues open to you would be to sell to the millers, to sell for feed purposes, or to sell for miscellaneous purposes. If you desired to sell to the millers I could not imagine the mills paying you any more than 3/11¼d. bulk basis for your wheat, because that is the price at which the Board has been selling to mills and, was selling during 1946, 3/11¼d. per bushel port basis, which, worked back to country siding basis, would be an average of about 3/6½d. or 3/6¾d. That is all I can imagine any mill paying you for your 3,000 bushels at a country station. As regards the feed wheat, the Board was selling during 1946 at 4/3d. per bushel bulk basis, and I could not imagine any feeder paying a price in excess of that to you for any portion of your wheat. As regards the breakfast food manufacturers, the price was 3/11¼d. also at that time, and I find it hard to believe that breakfast food manufacturers would pay you more than the price at which they could buy it from the Board.

*Q.* So my best market would be?—*A.* The best market would be the produce trade, and the best you could do there would be to get 4/3d. port basis.

*HIS HONOR:* 4/3d. where?—*A.* 4/3d. at the port. These figures I am quoting are all bulk basis. Translated into bags it would be 3d. extra.

*Q.* At ports?—*A.* Yes.

*Mr. MASON:* There was a subsidy paid by the Government to the wheat growers in respect of wheat that was sold for stock food in 1945–46?—*A.* That is correct.

*Q.* And for breakfast foods?—*A.* That is correct.

*Q.* And that brought the price up to how much?—*A.* Up to the equivalent of 4/11d. bulk basis at the port, which was the same price as the mills had to pay, including Flour Tax, for their wheat.

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*Q.* So that the price that the grower got in 1945-46, whether his wheat went to stock food or to breakfast food or to flour—

*HIS HONOR:* Nobody knew which wheat went to any of those places.

*Mr. MASON:* I am trying to show which was the best market—it really did not matter. They got 5/2d. bagged and 4/11d. bulk. Is that right?—*A.* Yes, subject to this one qualification. I think you have to divide the wheat into two categories, that sold for flour for human consumption and that sold for other purposes. As far as the flour for human consumption is concerned, the Flour Tax operated and the Board got this 4/11d. by way of charging 3/11½d. for wheat itself, and then it secured 10 the extra 1/- approximately by payments from the Treasury of the Flour Tax collections. So that any grower who sold to the Mill outside the Board's operations, I would think, would be perhaps losing that 1/-. I cannot see how he could collect that, because all the Flour Tax collections were paid over to the Board.

*Q.* In Australia, as far as the 1945-46 season was concerned, bread was selling at what price?—*A.* I understand about 6d. a 2 lb. loaf.

*HIS HONOR:* You will have to be definite if you know the price. Do you mean 6d.?—*A.* 6d. I believe was the price in the metropolitan area, but there were slight variations from that depending upon localities. 20

*Mr. MASON:* Has the fact that there was a maximum price, whatever it may be, for bread, a direct bearing on the price that a grower could obtain who grows his wheat for making it into flour?—*A.* A definite bearing on it.

*Q.* Will you tell His Honor how that works out?—*A.* It is all a matter of costs in producing a 2 lb. loaf. A baker producing a 2 lb. loaf cannot afford to pay more than a certain price for his flour, and the miller who mills that flour cannot afford to pay more than a certain price for his wheat.

*Q.* And in between comes the Flour Tax, with the levy imposed there of £2/8/10 a ton?—*A.* Yes. 30

*Q.* So that if you work backwards you see that there is a certain amount of flour in the 2 lb. loaf, and it reacts on the price the miller gets for his flour, and the Government must get its £2/8/10 in any case under the Flour Tax Levy, and you get back to what you could expect under those circumstances to get for wheat?—*A.* Yes.

*Q.* In addition to that there are certain price fixing regulations in force, not merely for 1945-46 crop, but early in the piece?—*A.* That is right.

*Q.* Fixing the price of flour?—*A.* I am not sure as to that.

*Mr. BARWICK:* These documents will all have to go in. 40

*Mr. MASON:* You will get them all sooner or later, probably later.

*Mr. BARWICK:* Why not sooner?

*Mr. MASON:* I prefer to conduct my own case in my own way.

*HIS HONOR:* If the price is fixed by a document, the document will have to be produced, otherwise this evidence will have to go out.

*Mr. MASON:* The trouble about that is that if there were only one document it would be a very simple matter. As Your Honor would expect,



there are a number of orders and proclamations. I would like to refer Your Honor to *Moran's* case in 61 C.L.R., to a passage in that which is historical, at page 735.

HIS HONOR : This is in the High Court ?

Mr. MASON : Yes.

HIS HONOR : 63 is the Privy Council.

Mr. MASON : Yes. The only matter I want to refer Your Honor to is this, at page 738, to give Your Honor the history of it. It reads :—

10 “ The Commonwealth Parliament enacted the Wheat Industry Assistance Act . . . . Statute in operation.”

Mr. MASON : (Reads from cited case down to “. . . . in operation”) That is in the statement of facts and now I turn over to the judgment of His Honor the Chief Justice.

HIS HONOR : Of course, this is not any proof in this case.

Mr. MASON : No, I am only just referring Your Honor to this. In this case Your Honor has the recital in the Wheat Assistance Act. That Act has a recital—the Wheat Assistance Act is No. 53 of 1938—in these terms. (Reads from “ whereas at a conference between the Prime Minister and the Premiers of the States . . . .” down to “. . . . sold for consumption in Australia.”)

20 HIS HONOR : The Privy Council said you could look at certain documents because of these recitals.

Mr. MASON : Yes.

HIS HONOR : Under that I do not see at the moment with your 3,000 bushels if you were able to sell them outside the Wheat Board that you would get your share of the flour tax.

Mr. MASON : I would not get any of it.

HIS HONOR : At this time when this Act came into force was not the flour tax imposed so that all wheat farmers would get a subsidy ?

30 Mr. MASON : No. At that stage Your Honor will remember there was a special grant made to Tasmania and the effect of that was that it went to the public, not to the wheat grower in Tasmania, to reduce the price of bread. So far as the other States were concerned there was a certain amount of ear marking for what I might call distressed farmers to rehabilitate them and then there was a balance which went into a fund which was by way of granting financial assistance to the States for the purpose of the States distributing amongst the wheat growers. The wheat growers did not participate in the grant to Tasmania and the non-distressed grower did not participate in the part set aside for the distressed growers.

40 At a later date Your Honor will find that Parliament has transferred the money that does not go to Tasmania and that does not go to the distressed farmers, for the benefit of the wheat growers who have put their wheat into Pools. So the position is that the money does go, with those two exceptions, through the Board to the wheat grower. The two exceptions are the grant to Tasmania and the grant to the necessitous farmers. Under the old scheme that money went to the State as a grant of financial assistance to the States and on the express condition that the State receiving

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it would apply it to go to these wheat growers. Then later on, under this new scheme, it comes into the fund administered by the Australian Wheat Board and becomes part and parcel of the relevant pool operating at that particular time. Perhaps I had better make that clear through the witness. (*To Witness*): The pool in accordance with the regulations established an account with the Commonwealth Bank?—*A.* Yes.

*Q.* You had three accounts opened with the Commonwealth Bank in respect of No. 9 pool?—*A.* Yes.

*Q.* What were the names of those accounts?—*A.* Australian Wheat Board No. 9 Pool Working Account, Expenses Account and Proceeds of Sale Account. 10

*Q.* Would you tell His Honor what those different accounts were used for?—*A.* The Working Account was mainly used for taking the debits from the payments of advances to the growers; the Expenses Account was used for charging against it all the expenses incurred by the Board in administering the wheat and the Proceeds of Sale Account took the credits from the sales of wheat and flour and also any collections that were received from the Treasury on account of Flour Tax.

*Q.* You made advances from time to time in No. 9 Pool?—*A.* Yes.

*Q.* How did you manage to make those advances? Did you have to get funds from your proceeds of sales before making the advances or not?—*A.* Not necessarily so. 20

*Q.* When did you make your first advance in No. 9 pool?—*A.* It was payable on delivery of wheat by growers. I could not be paid immediately on delivery, but as soon as it could conveniently be made. Usually there was a delay of perhaps ten days or a fortnight before the payment was actually made.

*Q.* At the time you made this first advance had you sold any of the wheat at all?—*A.* Very little. There may have been a little sold for home consumption in the early part of December. 30

*Q.* Could you give an idea of the amount of the first advance?—*A.* 4/1d. on bulk and 4/4d. on bagged wheat at the country stations.

*Q.* Could you give the date?—*A.* The first advance was payable on and from 15th December, 1945. As growers delivered their wheat on and after that date they became entitled to receive that payment.

*Q.* Where did you get the funds to do that?—*A.* From the Commonwealth Bank under a Commonwealth Government guarantee to the bank on overdraft.

*Q.* What were the arrangements made with the Commonwealth Bank with regard to interest?—*A.* Interest up to December, 1945, was  $3\frac{1}{2}\%$  and as from 1st January it was reduced by a quarter to  $3\frac{1}{4}\%$ . 40

*Q.* Were those the ruling rates of interest in the Rural Department?—*A.* Yes.

*Q.* And that is what is being charged by way of interest?—*A.* Yes.

*Q.* Did you arrange with the Commonwealth Bank that you would get the credit of any other accounts?—*A.* Yes, it was taken as a net figure over all pools.

Q. Will you tell His Honor, in order that he may have a bird's eye view—what was the procedure adopted in overseas sales and how the sales were made—what was the general procedure?—A. Most of our sales were made through our London Representatives. I suppose probably 80% to 85% of the sales were made through them and mostly to the United Kingdom Ministry of Food. We advised our London representatives when we had wheat or flour for sale, of the quantity and the price and the period during which we could ship, and that was then communicated to the Ministry of Food. Negotiations took place and the contract was then signed by our  
 10 London representatives, a copy of it being sent out to Australia to our head office here. There were possibly sales made apart from those, but they were made direct with the Board's head office in Melbourne.

Q. And you would be the person to negotiate those sales so far as 1945-46 was concerned?—A. Yes, subject to Board approval.

Q. You have now dealt with local sales and overseas sales; I now want you to deal with the expenses that the Board incurred in No. 9 pool.

The WITNESS: I will have to deal with it in two sections again under the headings of silo wheat and bagged wheat. As far as silo wheat is concerned, the silo authorities in the States of N.S.W., Victoria and also  
 20 the co-operative bulk handling company in Western Australia—which was a semi-private institution—were licensed receivers of ours for the handling of bulk wheat and for the 1945-46 pool we remunerated them on the basis of reimbursement of cost plus a certain percentage on the capital value of the assets which they employed in our business. Then we had to bear the cost of railing the wheat from the country station to the port, or to whatever destination the wheat was sent, either to a mill or perhaps even bulk wheat was sent to the produce trade for sale for feed purposes. There was also some expense (this is on the handling side) incurred from time to time on such things as demurrage on rail trucks, storage at the port, delivery  
 30 from the silo at the port and then of course there were administrative expenses associated with the Board's own officers. I think that that would cover expenses at the silo. As regards bagged wheat, we had licensed receivers and they were paid an amount per bushel to cover the whole of their activities. Then in addition to that we had rail freight and port charges which sometimes included in view of the difficulties of ship storage at the port demurrage on rail trucks in addition to the wharfage which has been referred to. Then of course there were the administrative expenses and then for both categories we had the bank interest to meet.  
 40 Also on the bagged wheat and on the bulk at times we had intermediate storage depots where for the purpose of clearing country stations we may have had to place wheat.

Mr. MASON: Each wheat grower who came into the pool completed forms similar to those that are in evidence here as having been completed by the plaintiff?—A. That is so.

Q. That was a normal procedure in all the pools?—A. That is correct.

Q. And on receipt of those documents there were despatched to the bank nominated by the grower documents similar to those tendered in evidence here?—A. That is correct.

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- Q. The great majority of the wheat for that No. 9 pool was f.a.q. ?  
—A. Yes.
- Q. Approximately 87½% of it ?—A. That would be about right.
- Q. And the plaintiff's wheat with which we are concerned was fair average quality ?—A. That is so.
- HIS HONOR : He told us a small amount was premium wheat.
- Mr. MASON : Yes, but I do not think there is any complaint about that, he has his premium. He collects his premium from the miller himself.
- HIS HONOR : Yes.
- Mr. MASON : Your Honor appreciates with any of his premium wheat acquired he has the premium but the balance for f.a.q. is included in our figures and it is included in his advances. 10
- HIS HONOR : Yes.
- Mr. MASON : Those payments that have been made from time to time in the No. 9 pool are referred to I see in the documents as advances and that comes from the Wheat Acquisition Regulations ?—A. That is so.
- Q. The first advance was made on the 18th December, 1945, and was at the rate of 4/1d. per bushel. Is that bagged ?—A. That is bulk wheat.
- Q. The practice of the Board is, with that first advance, never to deduct any freight ?—A. That is so. 20
- Q. The practice has been to deduct the freight from the second advance ?—A. Not throughout, for 1945-46 it was.
- Q. His second advance was paid on the 22nd August, 1946, and it was 1/- less freight ?—A. 1/- less freight.
- Q. That is the freight applicable to his particular wheat ?—A. That is the freight applicable for wheat delivered by him at the country station.
- Q. From Nelungaloo ?—A. Yes.
- HIS HONOR : You mean the wheat from the silo at Nelungaloo.
- Mr. MASON : Either silo or bagged, on that number of bushels, that represents the freight on that number of bushels from Nelungaloo silo and from the other silo but Your Honor will find that in the account of the Board there are other items of freight which are in a different category. Would you explain that Mr. Perrett ?—A. The Board takes into its accounts the actual freight which it pays on wheat sent to the ports and of the allowances made for freight to country buyers. That totals round about the total amount of freight which is deducted from the wheat growers' certificates but there are certain small items such as cross railing and extra freight involved by reason of our putting wheat into intermediate depots which are slightly in excess of that and brings the Board's total freight charge correspondingly in excess of the freight charged against the growers as a whole. That amounts to a very small fraction of 1d. and is part of the general expenses. 30
- Q. Would this be correct, the deduction made from the second advance is a deduction of railway freight from the railway siding to wherever the wheat went ?—A. To its natural terminal point.
- Q. The later stage is where the wheat has to be put in some depot ?  
—A. Yes. 40

- Q. You keep all your freight charges in No. 9 pool distinct and separate?  
 —A. Yes.
- Q. They have nothing to do with any other pool or any other wheat?  
 —A. No, accounts are kept entirely separate.
- Q. That applies to all the receipts and expenditure?—A. Yes.
- Q. There has been a third advance to growers in the No. 9 pool on the 11th December, 1946, at 6d. ?—A. That is so.
- Q. And there has been a fourth advance to growers in that pool on the 13th May this year of another 6d. ?—A. That is correct.
- 10 Q. And that has been paid to all growers?—A. It would be available to all growers.
- Q. In addition to that those people who put their wheat in bags also got a payment on account of the bags?—A. That is right.
- Q. That is at the rate of 3d. per bag?—A. 3d. per bushel has already been paid and it is likely there will be another small payment.
- Q. You keep those accounts separate and they are only applicable to No. 9 pool?—A. That is correct.
- Q. In No. 9 pool there has been no final payment yet?—A. No not yet.
- 20 Q. And it is anticipated that there will be some other payment?—  
 A. Another small payment, yes.
- Q. The amount of this first advance under the regulations was fixed by the Minister?—A. That is right.
- Q. The Minister is the authority who fixes advances?—A. He fixes all advances.
- Q. When you made the second advance sufficient of the wheat had not been sold to cover fully the amount paid on the first advance?—  
 A. That would be right.
- Q. When you made your third advance does the same apply, that at the time that was made to the growers the Board had not sold sufficient wheat to cover fully the amount of the second and third advances?—  
 A. I would like to refer to my records.
- 30 HIS HONOR : Does it really matter.
- Mr. MASON : If we are going to be charged with just compensation I wish to show that these payments had been made in advance. Supposing Your Honor came to the conclusion that just compensation involved Your Honor in assessing what the Plaintiff would have obtained at the date of requisition or acquisition, and supposing you took the view that one criterion of that was realisation of the sale of wheat. If you took that
- 40 view it would not be right to say that this Plaintiff would be entitled to 4/1d. and 6d. because he would not have got those but for the fact that they were made available to him before the wheat was sold.
- HIS HONOR : Yes, but the money was being borrowed and charged up against pools so that the wheat growers were paying for the money paid to them.
- Mr. MASON : In other words he could not object to the interest charged and therefore it is necessary for me to show that at the time these

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payments were made they were made from an overdraft and it is only reasonable that he should be charged with his fair share of interest. (To Witness) : When the fourth advance was made in April what was the position, were you still working on an overdraft when you made that advance?—A. When the fourth advance was made I feel pretty sure we had sufficient to cover the amount.

Q. So that would mean there would be no interest debited in respect of the fourth advance?—A. There would not be much.

Q. You have prepared a statement for the Court showing the position with regard to the No. 9 pool and the amount that had been sold, or contracted to be sold, at a certain date. I will come to it in a moment. In addition to the flour tax, in 1946 there was a Wheat Tax Act introduced and a Wheat Export Charge Tax introduced. They both became law and are in operation. I would like to refer Your Honor to those because they did operate on a No. 9 pool and they did not operate on previous pools. They are No. 78 of 1946, No. 79 of 1946, and No. 80 of 1946.

HIS HONOR : I think I have them. I have sent for them.

Mr. MASON : I refer to the Wheat Tax Act No. 78, and the Wheat Export Charge Act No. 79 of 1946.

HIS HONOR : You said No. 82 ?

Mr. MASON : Yes, I am not going to deal with that now. The first one is, "An Act to impose a tax in respect of certain wheat . . . ." There is a definition of grower. (Reads definition). Section 4 is the important section, and it reads :

"A tax is imposed . . . by the grower of the wheat."

HIS HONOR : Does this Act apply to these payments that were made—the main payment was made before this ?

Mr. MASON : Yes, Your Honor, it is retrospective to that extent.

Mr. BARWICK : That is your submission ?

Mr. MASON : Yes. His Honor was inquiring whether that is what it purports to do. That is what it purports to do ; whether it does it effectively or not is a matter for His Honor's decision. Your Honor sees in Section 5 the rate of tax, and the point that Your Honor is mainly concerned with here is in Section 4,

"The Board shall, after 1st January . . . referred to as the "provisional rate."

Your Honor will find that that has been done, and that one of the deductions that is claimed as per that letter that was in evidence this morning is this provisional rate, the final rate not yet having come out :

"Until the ascertainment of the rate of tax . . . notified in the Gazette."

Then, where the final rate is less than the provisional rate, the Commonwealth shall refund to the grower, and where the final rate is greater, the grower shall be responsible for the balance. Section 6 goes on :

"The Commonwealth or the Board may deduct . . . as it "thinks fit."

Your Honor is not concerned with that latter part, because I tender now a Gazette of 30th January, 1947, which fixes the provisional rate. The final rate does not come into it until all procedss have come in. This is what it says :

“ Wheat Tax Act 1946. Provisional rate 1945–46. In accordance with the provisions of Section 5 of the Wheat Tax Act . . . 1/- and  $\frac{1}{8}$  pence per bushel.”

I would like to go back there and show how the rate in Section 5 is fixed :

“ The rate of tax in respect of wheat . . . the tax is imposed.”

- 10 If Your Honor goes to the next Act, which is the Wheat Export Charge Act of 1946, it amends an earlier Act, No. 25 of 1946, which is amended by 79 of 1946. These two Acts will not become important before Your Honor, as far as I can see, except on this possible footing. The Board is not concerned with these, and these would only affect, as far as I can see, the Plaintiff's claim if he put his claim on this basis, that “ my wheat was “ acquired. I am an expropriated owner and I am not going to deal through “ the Board I am going to stay outside the Board and I am going to export “ my wheat on my own account.” If Your Honor comes to consider what his position would be on that basis, and he became an exporter of his own  
20 wheat, then if he chooses to export his own wheat he would have to pay the export tax. Of course Your Honor appreciates the evidence, and at present it does not seem as though he would be able to sell overseas, and therefore he would be on the local market.

HIS HONOR : Section 4 says, “ All wheat which has been or is “ acquired by the Commonwealth.”

Mr. BARWICK : You say it can only affect me if I were selling wheat outside the Board.

Mr. MASON : It applies to all wheat. Section 4 is as follows. (Reads section.)

- 30 Mr. BARWICK : It still could not affect the value in December, 1945.

Mr. MASON : If a man has a certain amount of wheat and thinks of exporting it, and has to pay a tax if he does export it, then the net return to him must be the amount less the tax.

Mr. BARWICK : I have not seen these amendments. Could my friend let me have them tonight ?

Mr. MASON : I will let you have them now if you like.

(The Court at 4.30 p.m. adjourned until 10.30 a.m. on Tuesday, 17th June, 1947.)

Adjourned from 13/6/47.

- 40 Before HIS HONOR, MR. JUSTICE WILLIAMS.

Sydney, Tuesday, 17th June, 1947, at 10.30 a.m.

Mr. MASON : My friend asked that we should put in informal shape the amendment we propose to the statement of defence. I now hand

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that in and hand my friend a copy. It says "In further answer to the  
 "Statement of Claim . . . in respect of the seed wheat."  
 HIS HONOR : What do you say, Mr. Barwick ?  
 Mr. BARWICK : Firstly it is not covered by any leave. My friend  
 was asked to establish payment but he says now it is only tendered.  
 HIS HONOR : That is in view of your evidence.  
 Mr. BARWICK : My attitude in respect of both is that they are not  
 matters of defence at all, either of them.  
 HIS HONOR : I think I should allow the amendments and then  
 if you wish to amend your replication to raise questions of law—in any 10  
 event you can raise them of course.  
 Mr. BARWICK : Yes. We take issue on both paragraphs and also  
 say that they do not constitute answers.  
 HIS HONOR : Are not defences ?  
 Mr. BARWICK : They are not defences. I will have a formal para-  
 graph drawn.  
 HIS HONOR : Very well. Leave to amend is granted Mr. Mason.

Examination of CHRISTOPHER JAMES PERRETT Resumed.

Mr. MASON : My friend asked on Friday that you should produce  
 the F.A. form. Have you got that?—A. Yes. (*Handing to Counsel.*) 20  
 I will tender that.

*Exhibit.* Exhibit 4.—Copy of Gazette.

*Exhibits.* Exhibit 5.—F.A. Forms.

*Exhibit.* Exhibit 6.—Miller's Agreement—between Miller and the  
 Board.

*Exhibit.* Exhibit 7.—Licence in use for No. 9 pool.

Mr. MASON : My friend asked for export prices and records were  
 produced from the Dept. of Agriculture, and in order to save us the  
 necessity of getting what my friend wants, I am prepared for him to tender  
 that particular column himself. 30

Mr. BARWICK : I tender Reuter's wheat quotation from 3rd January,  
 1944, to 31st December, 1946, both dates inclusive. The column I tender  
 contains the date and a notation on the side of the date in each case, and is  
 "selling centre London Australian wheat." Your Honor will see there  
 is a departmental endorsement as to the dates it covers.

HIS HONOR : Is it the first and fifth columns from 3rd January, 1944,  
 to 31st December, 1946 ?

Mr. BARWICK : Yes. Your Honor has part of that period and  
 I now hand you the second document containing the balance.

*Exhibit.* Exhibit "D."—Column 1 and Column 5 of document headed 40  
 "Selling Centre London Australian Wheat." and for those periods  
 from 3rd January, 1944, to 31st December, 1946.

Mr. MASON (*To Witness*) : Have you prepared a statement dealing  
 with No. 9 pool showing the realisation based upon deliveries, covering  
 realisation and covering expenses?—A. Yes, I have a copy of that.



Q. Will you produce that copy?—A. Yes. (*Produced.*)

Q. I hand Your Honor a copy and have also one for Mr. Barwick. (*To the Witness*): Just take us through the statements. The figures are correct and I will tender the statement in a moment. It is headed "Australian Wheat Board No. 9 Pool, Realisation Statement prepared as at 22nd March, 1947." On the side you have "Net received" so many bushels and "Silo" so many bushels, and the total of both?—A. Yes.

Q. Realisation from sales of bulk based f.o.r. main shipping ports—would you take it step by step and explain what it is in your own words?

10 —A. The local flour column represents the quantity of wheat that has been sold for local consumption after gristing for flour. The price per bushel is 4/4·931d. which represents the gross amount the Board has received from the sale of wheat, including the Flour Tax, £750,000. The third column is the gross total amount received by the Board, £7 million, including the Flour Tax. Breakfast foods: the first column represents the total quantity sold for breakfast foods, 4/11·218d. is the gross amount per bushel received by the Board, and the £821,000 is the total gross amount. Sundries represent small sales for miscellaneous purposes, but chiefly insurance adjustments for wheat which has been damaged and for which we have  
20 claimed insurance.

Q. That was at 4/11·147d. and you give the gross realisation?—A. Yes, that is so.

Q. And stock food?—A. 23·58 was the total amount of bushels. 4/10·46d. is the total gross amount per bushel received by the Board and the gross realisation £5,744,000. That gave a total sale by the Board of 59·16 million bushels for local consumption at an average price per bushel of 4/7·524d. and a gross realisation of £13,687,000.

Mr. MASON: That is local sales?—A. Yes.

Q. That is sales for use in the Commonwealth?—A. Yes.

30 Q. Now, we go to exports?—A. With regard to exports, the wheat sold as wheat represented 22 million bushels and the gross amount per bushel received was 9/10·818d. and the gross realisation £10,898,000.

HIS HONOR: The document I have here shows the exported figure at £12,846,000.

Mr. MASON: Your Honor has the wrong document. (*Correct document passed to His Honor.*) The next item is "Less value of bagged wheat out turn surplus transferred to bagged wheat premium section." What is that?—A. All our sales are made on a bulk basis irrespective of whether the wheat is delivered in bulk or bags or sold in bulk or bags. For bags  
40 which are sold with the bagged wheat we keep a separate account that is the value of the bags. That is apart from the wheat. They are taken to a separate account and the amount which we receive for the sale of the bags as such, less the extra expenses involved in handling the bagged wheat as against the bulk wheat is paid over to the growers who deliver the bags.

Q. So, you have now reduced it by deducting the bags, to a bulk basis realisation and you reduce that figure up above—7/8·558d.—to 7/8·190d.

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by reason of a deduction from the gross proceeds of £102,804 ?—*A.* That is so. It is distributable among the growers.

HIS HONOR : Do you mean the £102,804 is distributed to the bagged wheat growers ?—*A.* Yes.

*Q.* That is distributed to the growers of bagged wheat ?—*A.* Yes.

Mr. MASON : After that what is your next step ?—*A.* To deduct the expense of realisation. Those are capitalised for wheat handling.

*Q.* What is the railage ?—*A.* The railage incurred by the Board in moving the wheat from the country and also, the allowance for railage made to buyers in the country. 10

*Q.* Referring to the item, "Less railage deducted from second advance £2,448,402" will you explain that ?—*A.* That represents the total amount deducted for rail service and represents the railage from the respective delivery points in the country to the natural terminal port.

*Q.* So that in their second advance, that total sum was deducted ?—*A.* Yes.

*Q.* So the real amount that was advanced to them under the first four advances was £37 million odd, less the £2 million odd ?—*A.* That is so.

*Q.* Now, you have carried that out in the column to per bushel to show the advance made, 6/1d.—Your Honor will remember there was 20 4/1d. and 1/- and two sixpences—but you also said from the second advance freight had been deducted ?—*A.* Yes.

*Q.* So, you get down to 5/8·528d. ?—*A.* Yes.

HIS HONOR : That is the average amount ?—*A.* Yes.

*Q.* Some would get slightly more and some would get slightly less, depending on the railage ?—*A.* Yes.

Mr. MASON : This is all f.a.q. wheat ?—*A.* Yes.

*Q.* So the only variation would be in respect of the particular freight ?—*A.* Yes.

*Q.* The other charges would be uniform ?—*A.* Yes. 30

*Q.* Now, the balance available for further distribution is 1/3·131d. The next item you have got is "Bagged wheat premium"—so much premium available to growers of bagged wheat. Now you have told His Honor that all these figures up to date have been worked out on a bulk basis ?—*A.* That is so.

*Q.* Now, this is to be transferred to a separate account—the bags. Tell His Honor, by way of explanation, what this is—what that figure 59,321,987 represents ?—*A.* That represents bushels of bagged wheat. The total bagged wheat premium, as I explained previously, is £866,550, which represents 3·506 pence per bushel. 40

*Q.* And the bagged wheat would have been paid 3d. a bushel up to the date of this statement and the bagged wheat people ought to come out of it at ·506 of a penny a bushel in respect of their bags ?—*A.* That is right.

*Q.* And that will total £125,125. Now, at the foot you have this statement "Includes some items which are subject to minor adjustments "but any variations would not be sufficient to disturb materially the final "result disclosed above" ?—*A.* That is correct. The 1/3d. you mentioned includes the tax.

Q. Now, from that there would have to be the provisional tax or the final tax as the case may be under the Wheat Tax Act, 1946 ?

—A. Yes.

Q. And that tax is, under the provisional rate,  $1/1\frac{1}{8}$ d. per bushel ?

HIS HONOR : It will just about wipe that out ?—A. There will be 1·1591, we estimate, to be still paid to the growers.

Mr. MASON : I would like you to come now to the front page and deal with the other columns. Would you mind explaining to His Honor what you have done in the other columns we have not touched on so far ?—

10 A. Those columns are employed for allocating the amounts payable to growers and those to be deducted from the growers' payments for payment to the Treasury as wheat tax.

Q. Just take the first one that appears on the righthand side. You transfer your  $4/7.524$ d. which is the average price per bushel for local sales ?

—A. That is correct.

Q. Gross realisations ?—A. Yes.

Q. That figure of £13 million represents those gross proceeds ?—A. Yes.

20 Q. What is this next figure underneath— $8/4.509$ d. ?—A. That represents the amount which is to be paid to growers, or the amount which is to be credited to the accounts for payment to growers after deduction of the tax—from the exports. It is the growers' dissection of the export realisation.

Mr. MASON : You say the  $8/4$ d. plus the  $2/2$ d. brings you back to the  $10/6$ d. ?—A. Yes.

Q. The tax is separately set out on the flour and the wheat ?—A. Yes.

HIS HONOR : It is the same amount ?

Mr. MASON : Yes, Your Honor.

Mr. BARWICK : What is the  $2/2$ d. ?

30 The WITNESS : 50% of the difference between  $5/2$ d. and  $9/6$ d., which is  $2/2$ d. The  $9/6$ d. is provided in the legislation.

Mr. MASON : What is the next step ? How do you get the figure of  $6/6$ d. ?—A.  $6/6$ d. represents the average return to the growers after deduction of the tax over the whole of the sales, local and export. The £47 million is made up of the £40·7 to the growers and the £6·9 for the tax. That is represented by  $6/6.99$ d. to the growers and  $1/1.564$ d. over the whole of the wheat dealt with in the pool, which is  $7/8.558$ d. The tax is first of all calculated on the actual exports and then it is translated into a per bushel payment over the whole of the wheat in the pool.

40 HIS HONOR : This is the tax under the Wheat Tax Act ?—A. Yes, Your Honor.

Q. I am not at all clear how these two Acts operate at the moment ; however, we will look at that later.

Mr. MASON : I do not know whether Your Honor has at the top of Your Honor's page, " Export Wheat Tax " ?

HIS HONOR : Yes.

Mr. MASON : " Export " should go out.

The WITNESS : Yes, it is the Wheat Tax.

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tion—  
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Mr. MASON : Would Your Honor cross out " export " at the top of the second page ? (*To Witness*) : Turning to the second page kindly explain to His Honor the figures of proposed apportionment of realisation—growers so much and wheat tax so much. I think they are self-explanatory. If the wheat tax takes 1/1d. out of the 7/8d. it leaves 6/6d. for the grower.

HIS HONOR : You just go straight across each column ?—A. That is so.

Mr. MASON (*to Witness*) : You have then carried that down ?—

A. Yes, and deducted the expenses which only come off the amount apportioned to the growers, which gives a net payment of 5/9·849d. to the grower. He has been paid a net figure at his country siding of 5/8·258d. which is an average after deduction of the freight, and that leaves an amount of 1·591d. still to be paid to him. 10

Q. So the wheat grower, having got his four advances and his wheat tax having been paid and leaving out any premium that a man may put in for his bagged wheat, he can expect on this statement 1·591d. coming to him ?—A. That is correct.

HIS HONOR : I thought you could only get 1/3d. less the tax ?—A. 1/3·131d. less 1/1·540d., which is 1·591d.

Mr. MASON : I tender that, if Your Honor pleases. 20

*Exhibit.* Exhibit 8.—Realisation statement prepared by Mr. Perrett as at 22nd March, 1947 of the wheat in No. 9 Wheat Pool.

Mr. MASON : I tender, if Your Honor pleases, prices order No. 1015, the ceiling order, and the date is 13th April 1943.

*Exhibit.* Exhibit 9.—Prices order No. 1015.

Mr. MASON (*to Witness*) : Can you tell His Honor what wheat was selling for in Australia on the 13th April, 1943 ?—A. Wheat was being sold by the Board for flour for local consumption at 3/11¼d. per bushel on a per bushel bulk basis at the ports ; for stock feed it was being sold at 3/3¾d. bulk basis at the ports ; and for other local uses it was being sold at 3/11¼d. at the ports. 30

Q. What were the local prices in the No. 9 pool ?—A. In the No. 9 pool the wheat for flour for local consumption was the same—3/11¼d. at the ports ; for feed it had been raised to 4/3d. per bushel at the ports ; and for other local uses it was 3/11¼d. at the ports until 3rd January, 1946, and on the 3rd January, 1946 it was raised to 4/11d. at the ports.

Mr. BARWICK : Raised by the Board ?—A. Yes. All those prices are bulk prices at the ports.

Mr. MASON : Still speaking of the No. 9 pool, was there a subsidy paid by the Government in respect of any of those items in the No. 9 pool ? A. On stock feed sales only, 8d. per bushel. 40

HIS HONOR : Do you know if there was any law authorising the 8d. ?—A. No, there was no law as such, I understand, authorising it—no statute as such.

Q. You know of no statute or regulation ?—A. No.

Q. That was in the No. 9 pool ?—A. Yes, Your Honor.

Mr. MASON : Was not there a subsidy for breakfast foods up to the 3rd January ?—A. Yes.

Q. Give us the subsidies not only for breakfast foods but miscellaneous ?  
 —A. The No. 9 pool account starts on and from the 1st December, 1945, and between that date and the 2nd January, 1946 there was a subsidy of 11¼d. per bushel paid on all wheat for uses other than for stock food and flour for local consumption ; that was to bring the price of wheat for local uses up to 4/11d., so that at that date we had more or less a standard return to the Board of 4/11d. for the feed and all wheat for other uses, partly  
 10 by price and partly by Government subsidy.

Q. If Your Honor will look at the realisation statement again Your Honor will find it worked out over the whole pool that breakfast foods—and I am only dealing with local sales—brought in 4/11·218d. by reason of subsidy and sales.

HIS HONOR : That was only a subsidy up to the 3rd January ?  
 —A. Yes.

Q. After that there was no subsidy ?—A. That is so.

Mr. MASON : Your Honor remembers “ sundries ” were small sales and insurance claim. (*To Witness*) : Stock feed worked out with the subsidy  
 20 at 4/10·468d. ?—A. That is so.

HIS HONOR : There were two subsidies, one up to the 3rd January and one after ?—A. No. For the stock feed it was 8d. right through the pool.

HIS HONOR : I thought you said it was 4/3d. until 3rd January, 1946 ?—A. Not the stock feed, that was other local uses. The stock feed price was 4/3d. throughout the whole of the pool.

Mr. BARWICK : Plus an 8d. subsidy ?—A. Throughout the whole of the pool.

Q. He broke it up into categories in the sheet, Mr. Mason. Does this  
 30 breakfast food item mean the equivalent of “ other uses ” ?

Mr. MASON : I think it does.

The WITNESS : Yes.

Mr. MASON : In your statement under the heading of breakfast foods you are including everything except local flour, stock feed and the item of sundries ?—A. That is so.

Q. So it would include breakfast foods as being typical ?—A. Yes. Most of those sales, probably 95%, would be breakfast foods.

Mr. MASON : My friend is asking about the 9/6d. basis of the wheat tax. That is under the Wheat Tax Act ?—A. Yes.

Q. Perhaps I should refer to that, Your Honor. It is No. 78 of 1946,  
 40 and provides “ This Act shall be deemed to come into operation on the “ 9th August, 1946 . . . . ‘ The Board ’ means the Australian Wheat “ Board constituted under the Regulation. ‘ Wheat ’ means wheat harvested “ on or after 1st October, 1945, and before 1st October, 1947.” So it is only for those seasons. “ A tax is imposed in respect of all wheat : “ . . . . by the grower of the wheat. The rate of the tax . . . . “ shall be ascertained in accordance with this section . . . . as is “ prescribed.” There is no lower percentage prescribed, therefore it is

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 tion—  
 continued.

In the High Court of Australia 50% "of the amount . . . the rate of the tax . . . shall be arrived at " by dividing the total amount of tax . . . imposed."

HIS HONOR: Is it only imposed on bagged wheat?—A. No, all wheat.

New South Wales Registry Q. It is very difficult to follow this formula offhand.

Mr. MASON: Yes. Then under Sub-section (c), "The ascertainment " of the rate of tax . . . of that season." Your Honor is only concerned with the provisional rate because we have not got the final rate and there has been a publication in the Gazette of a provisional rate, which is 1/1½d.

(To Witness): Would you tell His Honor where you get your 9/6d. from? 10

—A. That is the rate that is spoken about as being prescribed, that is the rate that is prescribed.

Christopher James Perrett. Examination— Q. You struck the provisional rate on the footing of the difference between 5/2d. and 9/6d., you took half of it?—A. That is correct.

HIS HONOR: I find this Section 5 extremely difficult.

Mr. MASON: This is what has been done. "The total of the tax " levied . . . 50%"

HIS HONOR: "Of the amount by which the average price per " bushel . . . bagged wheat." So you start with the bagged wheat? —A. We work on a bagged wheat basis. 20

Mr. MASON: If Your Honor went to the table you would find that that is 10/6d., if you go to that realisation statement.

The WITNESS: The legislation speaks entirely of bagged wheat. 9/6d. is the bagged price and 5/2d. is bulk price. The differential between bulk and bagged prices at the time that legislation was contemplated was 3d.; you will notice the 4/11d. in this statement is 3d. below the 5/2d. This statement is compiled entirely on a bagged basis and as far as bulk is concerned we should add 3d. which gives you 5/2d.

HIS HONOR: You cannot get the 9/6d.?—A. No.

Q. This is realisation of sales on a bulk basis in Exhibit "H," and 30 this section is on a bagged wheat basis. 9/6d. at the moment is an arbitrary figure?—A. Yes.

Mr. MASON: Does Your Honor see in Sub-section (4) "The Board " shall within 14 days after the 1st January next . . . make and forward " to the Minister an estimate of the rate of tax per bushel. Referred to " as in provisional rate." So that is based on the 9/6d.

HIS HONOR: The 9/6d. was the estimate?—A. 9/6d. actually was the export price of wheat when this legislation was contemplated originally, that was how it arose, it was round about 9/6d. bagged wheat.

Mr. MASON: And the provisional rate has been fixed on that, but on 40 these figures it looks as though the final rate will be higher than that, but that is the rate that can be deducted at the present time. There is provision that where the provisional rate is less, or where it is greater, than the final rate, refunds can be made. (Reads Section 5 (6).) Mr. Perrett in his statement has taken the provisional rate as being the proper deduction.

Mr. BARWICK: Is there some proclamation of that provisional rate?

HIS HONOR : That is Exhibit 4, 1/1 $\frac{1}{8}$ d.

Mr. MASON : In November, 1945, when the first portion of the Plaintiff's crop became the property of the Board, at that time was the Board selling wheat not of 1945-46 vintage but fair average wheat ?—*A.* Yes.

*Q.* At what price locally ?—*A.* From the 28th November to the 30th November it was selling at 4/3d. for feed wheat purposes, 3/11 $\frac{1}{4}$ d. for other local uses and 3/11 $\frac{1}{4}$ d. for flour for local consumption.

10 *Q.* And so at the date when his wheat was acquired the Board was selling f.a.q. wheat ?—*A.* That is so.

*Q.* Not of that season, in the market ?—*A.* That is correct.

*Q.* Has the Board at any time received, before these proceedings were brought, any letter of demand from the plaintiff ?—*A.* No.

*Q.* Or any offer from the plaintiff to refund any of the advances that have been made to him out of the pool ?—*A.* No.

Mr. MASON : These proceedings were instituted without any demand or notification on the Board that the plaintiff did not want to take any money from the pool ?—*A.* That is so.

20 *Q.* Has the Board at any time received any notice from the plaintiff that he was not prepared to accept any of the advances out of the pool ?—*A.* No.

*Q.* Including third and fourth advances ?—*A.* No.

*Q.* Had you any knowledge until the evidence was given in this case on Friday last that the plaintiff had not received the third and fourth advances ?—*A.* I had no knowledge personally, but I believe that through checking up the dockets in the office they found that the dockets had not been presented by the bank. That is the only evidence.

*Q.* They had not come back to the Board as dockets presented for payment and paid ?—*A.* That is so.

30 *Q.* You have had no notification that he was refusing to accept them ?—*A.* No.

*Q.* Either from him personally or from his bank ?—*A.* That is so.

*Q.* I want you to tell His Honor this : what monetary advantages would a person in the plaintiff's position derive from being in the pool as distinct from remaining outside the pool ?

Mr. BARWICK : What do you mean by that statement ?

Mr. MASON : It does not matter how much a man had in the way of wheat. I will put it this way : if a person had wheat and claimed compensation for that wheat apart from the pool's money, would he derive  
40 any of the Flour Tax ?

Mr. BARWICK : I object.

HIS HONOR : I think it is a question of law. It depends on the Act, does it not ?

Mr. MASON : Yes, but I want to get this : a person in the pool is sharing in the Flour Tax ?—*A.* That is so.

*Q.* And a person in the pool is sharing in the subsidy ?—*A.* Yes.

*Q.* And a person in the pool has the advantage of export sales ?—*A.* That is correct.

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Q. And those export sales, of course, have been in this particular pool at higher prices than the local sales?—A. That is correct.

Q. I would like you to inform His Honor of some of the history with regard to local prices and export prices. I mean this, up to what date was there no difference between the local price and the export price?—A. Up until about the middle of 1942.

Q. Have you a statement on this?—A. I have not a statement back as far as that really.

Q. Have you one for 1942?—A. No, I am sorry, it should be 1941.

Mr. BARWICK: Does it mean 1941–1942?—A. It means 1941, but 10 it does not go back far enough to enable me to answer the question.

Mr. MASON: What was the position in 1941?—A. Up to about the middle of 1941, speaking from memory, the local price would have been round about the same as the export price.

Q. What was that?—A. Round about 4/- per bushel.

HIS HONOR: Up to the middle of 1941?—A. Yes. From the beginning of the pool the prices were gradually increasing from round about 2/8d. a bushel up to about 4/- a bushel, and the local prices were kept in line. We only had one price.

Mr. BARWICK: When you say "we" you mean the Board?—A. Yes. 20

Mr. MASON: You say it was 2/8d.?—A. 2/8d. would have been in 1939.

Q. Did it move gradually?—A. Yes.

Q. Did it reach that figure, about 4/-?—A. Yes. I may be able to give it more accurately. (*After looking at docket.*) In November, 1939, the price for bulk wheat was 2/9d. and that applied both to export and local sales. It had reached 4/- by April, 1940, and still the local sales were the same as the export. Round about the middle of 1941 the export sales began to go beyond the local sales. For example, in April, 1941, the export prices were 4/3¼d. bulk basis— 30

Q. What was the local?—A. The local prices then were kept at the 3/11¼d. bulk basis.

Q. So far as the grower is concerned he got 3/11¼d. plus Flour Tax?—A. Yes.

Q. That would bring it approximately to what?—A. Approximately 4/11d. for the local flour, but the produce trade sales, mostly feed, had no subsidy paid and the price went to 4/1¼d. The position in the middle of 1941 was that we had huge stocks of wheat and in order to encourage the sale of wheat for local purposes we kept the wheat for feed at about 4/- per bushel at that time. 40

Q. Was there a subsidy in addition?—A. No, not at that time.

HIS HONOR: When did the limitation in acreage come in? At a certain stage there had to be a licence to grow wheat?—A. I think that was about 1941, but I am not sure.

Mr. MASON: I think it was in 1942. Will you follow that through. You have got to a certain date; what was the local price and the export price. I only want it generally?—A. Yes, I can give that.



Q. Have you a statement prepared?—A. Yes. (*Produced.*)

*Exhibit.* Exhibit 10.—Document headed “Board’s Selling Price.”

Q. Continue.—A. By January, 1942, the price of wheat for flour for local consumption was kept at 3/11½d. and for stock feed the price on 1st January was 3/9¾d. and for other local uses it was the same, while for export our price was 4/3d. (*Witness reads from Exhibit 10 and explains to His Honor.*)

Q. That arrangement was made by the Board?—A. Yes.

HIS HONOR: Is the subsidy you speak of mentioned in the 10 document?—A. Yes, it is at the foot of the document. (*Continues reading.*)

Q. I think perhaps you had better repeat some of that so that it can appear in the notes?—A. The 4/3½d. per bushel was to care for the difference in freight. 4/1½d. was stock wheat exported to the United Kingdom and exported to India and the Middle East, which were the places most of our wheat, other than the United Kingdom, was exported to. The price was 4/3½d. On 1st October to the United Kingdom the price remained 4/1½d. and the price to other destinations was increased to 4/7¾d. Then we come to 19th January, 1944. West of Suez Canal, that really represented wheat which was really sent to the U.K. That was the main market—West of 20 Suez. East of Suez would go chiefly to India and the Middle East at that time.

Mr. MASON: And there was a difference in freight?—A. Yes, that accounts for the differences in the two prices. On the 19th January the price to U.K. was increased to 4/5¾d. and to destinations East of Suez, 4/10¾d. Then, the price to the United Kingdom remained the same until the 22nd May whilst that to East of Suez was increased to 5/1¼d. on the 31st January, 5/1¾d. on the 28th February, 5/3¾d. on 27th March, 5/9¾d. on the 8th May and on 22nd May to 6/6¼d., that is East of Suez. Then on 22nd May the West of Suez price was increased to 5/3½d. from 4/5¾d.

30 HIS HONOR: I do not quite follow why the freight was heavier East of Suez than West of Suez. Was that because of the ships in which it was carried?—A. Yes, that is so. The freight rate to the United Kingdom was higher than to India and the Middle East and we got the benefit of that in our f.o.b. prices on shipments to India and the Middle East.

Q. Would you explain that again, Mr. Perrett? Let us take as an example May 22nd. At that stage the price for West of Suez—mainly England—was 5/3½d. and East of Suez 6/6¼d.?—A. There was a difference there of 1/2¾d. a bushel and it cost us 1/2¾d. a bushel less for freight to India and the Middle East than it did for freight to the United Kingdom, 40 and we obtained the benefit of that in our f.o.b. prices rather than give the benefit to buyers in India and the Middle East zone.

Q. You mean it cost more to carry the wheat to England?—A. Yes.

Q. Therefore, you could charge them less?—A. Yes, that was really the position.

Mr. BARWICK: He charged those East of Suez less.

HIS HONOR: No, he had to charge the United Kingdom less f.o.b.

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In the High Court of Australia because the charges of carrying it to England were higher. In other words, the more freight the less they could afford to pay?—A. Yes, that is the position.

New South Wales Registry Mr. MASON : Those were in competition with world prices, were they not?—A. Yes.

Q. Canada was exporting?—A. Yes.

Defendants' Evidence Q. If Canada was exporting to the Middle East one would have to consider at what she could supply wheat there and that would be taken into consideration?—A. We got the benefit of the saving in freight to the Middle East instead of the buyers taking it. 10

No. 7 Christopher James Perrett. Q. I take it that you got the best prices you could?—A. Definitely.

Mr. BARWICK : You mean export?—A. Yes.

Mr. MASON : Now, continuing, we have got to the 22nd May?—

A. On the 22nd May the export price to destinations other than the United Kingdom—that is the way it was expressed at that time—was raised to 8/8½d. ; on the 2nd October, to 8/11d. and on the 27th November the price policy was revised and 9/6d. was charged to all destinations. The main reason for that was that by that time we were exporting practically nothing to the United Kingdom either in wheat or flour and our wheat and flour was going to countries like India and places in the Near East— 20 countries nearer to us. At that point we had a stable price for all destinations.

Q. And so it goes through till the 13th March, 1947, when it is up to 16/-?—A. Yes.

Q. Now, in your other columns where there has been a change you have stated so?—A. Yes.

HIS HONOR : I do not think this should go beyond the last date—there is still wheat unrealised?

Mr. MASON : Is there any of the No. 9 pool unsold?—A. No, it is all sold now. 30

HIS HONOR : I do not think this statement should go beyond the date at which the last of the wheat was sold?—A. There was no wheat actually unsold on the 13th March.

Q. When was it sold out by?—A. It was sold out by early February of this year.

Mr. BARWICK : There is a date on this realisation statement—22nd March, 1947?—A. That is the end of one of our accounting periods, but you will notice that the pool is entirely sold up on that date; nothing in it.

Mr. MASON : You have some explanatory notes, of course. What is 40 this "less ¾d. per bushel"?—A. It links up with the stock feed sales. Normally, the Board's procedure is not to sell wheat in less than trucklots. Trucklots are usually 150 to 200 bags, but for sales which absorb a fairly large quantity—the quantity varies in different States—we allow ¾d. a bushel discount. In N.S.W. for example, any buyer who will take 2,000 bags in a month—really a wheat trader—is allowed ¾d. a bushel off the price for small lots.

Q. What is that "less  $\frac{3}{4}$ d. per bushel" for?—A. Wholesale lots.

HIS HONOR: Does that mean that  $\frac{3}{4}$ d. has to be taken off the figures for stock feed shown above?—A. That is so, for sales in N.S.W., in excess of 2,000 bags in a month.

Mr. MASON: Then "Local flour. Flour Tax is also received by the Board on sales of flour for local consumption. Stock feed. On the 16th April, 1942 the Government paid a subsidy . . . 6, 7, 8 and part of 9 pools"?—A. Yes.

Q. In other words, till the 2nd January, 1946?—A. Yes.

10 Q. You have prepared a statement showing the subsidies paid by the Commonwealth Government. Have you a copy of that?—A. I have not got a copy of that particular statement.

Q. I hand you a copy now. (*Statement passed to Witness.*) It says, "Subsidies paid by the Commonwealth Government. Stock feed, No. 9 pool 6d. . . . No. 9 pool 8d." And it gives it in pounds, shillings and pence?—A. Yes.

Q. Then it goes on "Breakfast foods, etc. No. 6 pool"—will Your Honor add  $11\frac{3}{4}$ d.?

Q. For No. 7 pool?—A.  $7\frac{3}{4}$ d.

20 Q. No. 8?—A.  $7\frac{3}{4}$ d.

Q. No. 9—the 2nd January, 1946?—A.  $11\frac{3}{4}$ d.

Q. Another form of subsidy is what is called the "Harvester Award." No. 7 pool got half a million and No. 8 got one quarter of a million. What was the Harvester Award?—A. It was an award granted to wheat growers by the Court of  $1\frac{1}{3}$ d. per bushel which the Government agreed to refund to the growers.

HIS HONOR: You say "by the Court." By what Court do you mean?—A. By the Court which grants the wages.

Mr. MASON: The Court put the wages up?—A. That is so.

30 Q. And the Government made the subsidy of  $1\frac{1}{3}$ d.?

HIS HONOR (*to the Witness*): You mean the Commonwealth Court of Conciliation and Arbitration?—A. Yes.

Q. That Court put the wages of harvester workers up?—A. Yes, and the Commonwealth Government agreed to make a payment of  $1\frac{1}{3}$ d. to growers to cover their increased costs. The amount was paid by the Government.

Mr. BARWICK: Was the amount the exact increase of the wages or only part?—A. I am not sure.

40 Mr. MASON: One penny one-third in each case for Nos. 7 and 8 pools?—A. Yes.

Q. All these moneys as per this statement were paid to the Board?—A. Yes.

Q. The Board collected them from the Government and they have been paid into the respective Pools and distributed among the people in the Pools?—A. Yes.

Q. I tender that, if Your Honor pleases.

HIS HONOR: Has this Harvest Award any bearing? I can understand the other figures relating to the earlier pools having some

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possible relevance, because we have gone into the price of wheat for local consumption and export prices over the years.

The WITNESS: It represents an extra payment made by the Government to the Board over and above the realisations from the price.

HIS HONOR: It has no possible relevance to No. 9 pool, Mr. Mason?

Mr. MASON: I do not think it has, Your Honor.

HIS HONOR: Do you press it.

Mr. MASON: I do not mind whether or not it goes in.

HIS HONOR: It could go in under the franchise. Have you any objection, Mr. Barwick? 10

Mr. BARWICK: No special objection; it is covered by Your Honor's special rule.

*Exhibit.* Exhibit 11.—Subsidies paid by the Commonwealth Government to the Australian Wheat Board in respect of each pool.

Mr. MASON (*To Witness*): The people who took this wheat for what we might call "other uses" you have told us that 95% of that was breakfast food. What would be represented by the other 5%?—*A.* It might be a little for spirits distilling, and there may have been a little for power alcohol purposes.

HIS HONOR: Did it go into whisky or beer?—*A.* Gin mostly, and a little for beer occasionally. I imagine they were the chief uses. 20

Mr. MASON: Would you know whether the prices were fixed for all those articles?

Mr. BARWICK: I object to that.

The WITNESS: I do not know definitely.

Mr. MASON: That portion of the wheat that went to stock feed would be for poultry farmers and pig farmers?—*A.* Yes.

*Q.* Anybody else?—*A.* Only under special approval. The only people we sell wheat to for feed are pig and poultry feeders, but we have made an exception to that in cases of severe drought when sheep were dying. Then we have sold occasionally to sheep feeders for that purpose, but that is an exceptional case, perhaps also in similar circumstances for cattle. 30

Mr. BARWICK: All at these prices such as 3/11d.?—*A.* That is so.

Mr. MASON: I tender, if Your Honor pleases, Wheat Restriction of Sales Order under the National Security (Agricultural Aid) Regulations. The effect of it is that "a person other than the Australian Wheat Board "constituted under the National Security (Wheat Acquisition) Regulations "shall not during any month . . . stock feed being wheat." So nobody could buy or otherwise acquire any stock feed without authority. The order is dated 5th April, 1945. 40

*Exhibit.* Exhibit 12. Wheat Restriction of Sales Order dated 5th April, 1945.

Mr. MASON (*To Witness*): Dealing first of all with the No. 9 pool, I want you to tell His Honor whether you would deal with anybody who did not have an allocation from the Food Council?—*A.* As far as exports are concerned?

Q. Yes, only exports?—A. No. We made it a definite rule that we would not sell wheat for export to any country or any buyer unless he was in possession of an allocation from the International Emergency Food Council in Washington.

Q. That Food Council was operating during No. 9 pool?—A. Yes.

Q. Australia was a party to that?—A. Yes.

Q. And had its representative on the Council?—A. Yes.

Q. What function did the Council discharge?

Mr. BARWICK: I suppose it is governed by some document?

10 Mr. MASON: I do not think it is.

Mr. BARWICK: I object, Your Honor.

HIS HONOR: I think this witness probably knows. If you object I think the evidence is inadmissible.

Mr. BARWICK: I do object, Your Honor.

HIS HONOR: I do not know where the documents are held; they are probably in Washington. I think you have enough, Mr. Mason, have you not?

Mr. MASON: If Your Honor thinks so; that is what I am mostly concerned with.

20 HIS HONOR: (*To Witness*): Have you had any official communication from this Council?—A. No, we have not anything, but the Department of Commerce has communications from its representative on the Council, and they are official from the Council.

Mr. MASON: And Australia had its representative on the Council?—A. Yes.

Q. I think at one time that was Mr. Justice Dixon?

HIS HONOR: You have the evidence that this Council was sitting in Washington and was allocating wheat, and Mr. Perrett says his Board would only sell to persons entitled to wheat under the allocation.

30 Mr. MASON: If Your Honor thinks so I will leave it at that, but I would specially like it noted that my friend objected to my questions. I would like to tender, if Your Honor pleases, the rest of Reuter's cables.

Mr. BARWICK: I object to that, Your Honor.

Mr. MASON: I would like to take it in two stages. Firstly, I want to tender what my friend tendered only in respect of the year 1943.

Mr. BARWICK: I have no special objection, but I suppose it will come in under the general objection. If I understand my friend, he wants to tender what in substance are the quotations for Australian wheat f.o.b. Australian ports for the year 1943?

40 HIS HONOR: You mean London selling centre?

Mr. MASON: Yes.

HIS HONOR: You do not object to the form of the evidence; you object to its relevancy?

Mr. BARWICK: Yes, Your Honor, that would come under Your Honor's general ruling.

HIS HONOR: But there is an additional objection here to the form of the evidence?

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Mr. BARWICK : No. I use the same objection.

*Exhibit.* Exhibit 13.—Columns 1 and 5 of the records produced by  
Mr. Phillips.

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Mr. MASON : I tender the balance of the records that my friend  
tendered in respect of those years.

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Mr. BARWICK : I object to that, not merely as to form. The form  
does not matter.

HIS HONOR : You are not objecting that some expert of Reuter's  
is not called to tell us something as being authoritative ?

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Mr. BARWICK : No, the form is all right. 10

Mr. MASON : I do not want to press them if we understand the ground.  
This deals with prices received for Canadian wheat exported at the same time,  
and shows the London market. I only want to show—and I imagine  
this is not challenged—that as would appear from this document we seem  
to have got the best price we could have got, and I understand the prices  
we obtained for the export of our wheat are not challenged.

Mr. BARWICK : I have not checked these prices against the  
quotations, but subject to that I will not object.

Mr. MASON : I would ask Your Honor to reserve the right on my  
part to tender the balance of the columns produced by Mr. Phillips. 20

HIS HONOR : I thought you said only in respect of the price of the  
Canadian wheat in the English market ?

Mr. MASON : That is all.

HIS HONOR : You have no objection to my doing that, Mr. Barwick ?

Mr. BARWICK : No, Your Honor.

Mr. MASON : I have no further questions.

Cross-  
examina-  
tion—

Mr. BARWICK : Mr. Perrett, at the end of the 1944—45 season there  
was very little carry over of wheat ?—*A.* That is correct.

*Q.* There had been a drought and there was very little carry-over ?—  
*A.* That is right. 30

*Q.* I suppose new seasons wheat ordinarily—apart from decisions of  
your Board—brings a better price than the old seasons wheat ?—*A.* It  
may. We have not followed that.

*Q.* I know the Board has not, but apart from decisions of the Board  
new seasons wheat brings a better price than old seasons wheat ?—*A.* In  
pre-war times it might bring a penny a bushel extra for a short period.

*Q.* May I take it that in the late part of 1945 and the early part of  
1946 your Board was getting the necessary shipping to despatch whatever  
wheat it desired to send abroad at that time ?—*A.* Yes, that would be so.

*Q.* The position at the end of 1945 and taking the first quarter of 1946 40  
was that there was a very strong foreign demand for Australian wheat ?  
—*A.* No stronger than it was during 1945.

*Q.* Not necessarily comparative, but there was in fact a strong demand  
for Australian wheat ?—*A.* There was a demand.

*Q.* A strong demand in the period I speak of ?—*A.* Yes I suppose so.

*Q.* And in that period there was sufficient shipping offering to take away first of all the wheat that the Board decided to export in that period ?

—*A.* When you say the early part you mean the first quarter ?

*Q.* Yes ?—*A.* Yes, that would probably be so.

HIS HONOR : The first quarter of 1946 ?—*A.* Yes.

Mr. BARWICK : And I may take it that in the early part of the season such as the period covering the end of 1945 and the first quarter of 1946 wheat was moving out more quickly than it would be in the later part of the season ?—*A.* No, I do not think that is right. I have not got my  
10 figures of exports with me to verify that.

*Q.* Would it not be your experience that that being the early part of the season you had less difficulty, less holdups, less storage and so on in moving out your wheat following on a drought than you would later as the harvest progressed ?—*A.* Not necessarily for shipment.

*Q.* I am not speaking of shipping only for the moment, I am speaking of the entire handling. It was moving out easier ?—*A.* Moving out where ?

*Q.* To and from the ports ?—*A.* It would be moving into the mills and into the produce trade more quickly, because the mills storage would  
20 be practically empty.

*Q.* What about moving to the ports ?—*A.* Most of the trucking available would be occupied in moving the wheat into the mills and the produce trade.

*Q.* Have you records there as to the amount of wheat which was in fact exported by the Board in the last two months of 1945 and the first three months of 1946 ?—*A.* I might have them here. I have the first few months of 1946.

*Q.* You mean up to what date ?—*A.* I have the whole of 1946, but I have not got the end of 1945.

30 *Q.* Have you figures there which show the amount exported month by month for the year 1946 ?—*A.* Yes.

*Q.* Have you not the same figures for 1945 ?—*A.* No. This statement I have here is just the last two years, the statement I have prepared showing quantities of wheat exported fortnightly in one year, as compared with the previous year, and this statement is for 1946 and 1947.

*Q.* You could get figures to show what amount was exported in the last two months of 1945 ?—*A.* Yes.

*Q.* Would you make a note to obtain those figures for me ?—*A.* Yes.

40 *Q.* When you get those figures will you be able to say whether that which was being exported in the last two months of 1945 was the 1945-46 crop or not ?—*A.* Whether it was wheat of 1945-46 crop ?

*Q.* Yes ?—*A.* That may take a little research actually.

*Q.* You would be able to do it ?—*A.* Yes, I probably would be able to do it.

*Q.* Were you in fact exporting wheat in the last two months of 1945 ?—*A.* There may have been a little going away, but not much.

*Q.* When did you cease importing wheat in 1945 ?—*A.* Importing wheat in 1945 ?

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Q. Yes, in 1945 ?—A. When do you say ?

Q. When did you cease importing wheat in 1945 ?—A. I would say about October.

Q. Will you verify that ? . Were you exporting any in the last two months, if so, how much, and if so what part of what you did export was of the new seasons wheat ?—A. Yes, that is right.

Q. You have a note of that ?—A. Yes.

Q. In the selling of your wheat for the 1945-46 crop did you sell it from day to day on the basis of daily quotations for export ?—A. We are prepared to do business from day to day, but in actual fact we do not actually make contracts for export every day. 10

Q. With what frequency were these arrangements made for export ?—A. I suppose about once every couple of months.

Q. And when the arrangement was made for export was it made for such quantity as you would expect to deliver in the couple of months ?—A. That is so.

Q. There was no arrangement of selling far forward ?—A. No.

Q. What was the maximum amount forward you would sell ?—A. We very rarely sold for export beyond three months forward.

Q. Will you tell me now the date on which you first sold any of the 1945-46 wheat for export, the period of its delivery, that is to say, its contractual period of delivery ?—A. That may require a little preliminary explanation. 20

Q. First of all, can you give this information as to the date on which you first sold any of the 1945-46 crop for export, the contract period of delivery and the price ?—A. We do not sell wheat of any particular season. It is an awkward question because we have not in the past few years, and particularly during the operation of the 1945-46 Pool, sold 1945-46 wheat as such ; we have merely sold Australian f.a.q. wheat of any season. So whatever answer I give will have to be qualified by that. 30

Q. Then I will break the question into two. Can you tell me the first date after the 1st December, 1945, on which you made a contract for the export of wheat, the contracting period of delivery and the price ?—A. I have not got that but I can get it, but what I would be able to tell you is the first date upon which an export sale was credited to No. 9 pool, and the price.

Q. It may be credited later than the actual date on which you made the quotation that was accepted ?—A. Perhaps I should explain what we do.

Q. What was the mechanism of making these export sales ?—A. It was negotiation between an overseas buyer and ourselves, the overseas buyer chiefly being the U.K. Ministry of Food. We supplied wheat and flour for the area controlled by the London Food Council and the Ministry of Food purchased all supplies for that area. The area comprised the Middle East, India and Ceylon, the Malayan Archipelago, also Hong Kong, and most of our wheat was sold there. 40

Q. This is 1945-46 ?

HIS HONOR : Sold for there ?—A. Sold to the U.K. Ministry of Food



for delivery to those places, very little went to the U.K. The manner in which the pools are credited with export sales is the pool for any particular year is credited with the local sales for that year, that is the year from the 1st December, 1944, up to the 30th November, 1945, for instance. That particular current pool takes all sales of wheat for local consumption during that period and the pool with the balance then takes the export sales as shipments are made until the balance of the pool is exhausted.

Mr. BARWICK: You attribute all your local sales between 1st December of one year and 30th November of the next to a given pool?

10 —A. That is right.

Q. And you get that out in a quantity of bushels?—A. Yes, an amount.

Q. Then you get the quantity of bushels that are harvested for 1945-46? You take the total quantity of bushels harvested in a particular harvest?—A. Yes.

Q. And you take from the total number of bushels harvested the total number of bushels which is credited to the pool as local sales?—A. Yes.

Q. And the balance you attribute as being the export of the wheat for that particular harvest?—A. Yes.

20 HIS HONOR: So in fact in that No. 9 pool there might be wheat of earlier harvests?—A. Yes, physically speaking, that is so, wheat carried over from year to year. We could not keep the balance separate, physically speaking, otherwise we would have extant the wheat of three or four pools carried over which we had not been able to shift, and we would have to keep separate accounts for those all the time. So what we do is, after charging up the local sales, as I have explained, to the current pool we take the oldest pool which still has a balance of wheat attached to it, we regard that as being the exporting pool and credit it with all export shipments until the balance of that pool is exhausted.

30 Mr. BARWICK: So that in these figures we have here as to realisation they may not represent the actual realisation of the 1945-46 harvest at all so far as export figures are concerned?—A. So far as the physical wheat itself is concerned, no.

Q. It may not?—A. No.

Q. The situation then also is that you then attribute all the export deliveries between the 1st December and the 30th November in the following years and you treat those as being deliveries out of the balance of the wheat available in the pool?—A. Yes, we credit the pool with wheat in it after providing for local sales with the export sales or deliveries

40 against export sales until that balance is exhausted.

Q. You start on the 1st December, 1945, with the No. 9 pool—

HIS HONOR: Supposing there are 120 million bushels.

Mr. BARWICK: I think that that would be the way to do it but I think there is a clause in that that may make it not quite accurate.

HIS HONOR: Supposing 120 million bushels is the harvest and you take the local sales for the next 12 months, sixty million bushels, you deduct those and that leaves sixty million bushels for export?—A. That is the effect.

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Q. Then you may have so many bushels of the earlier pools for export. The first export in the 12 months are used until you exhaust the earlier pool?—A. That is correct.

Q. Then you have sixty million bushels of the 1945-46 harvest and you continue to credit exports until sixty million bushels have been delivered?—A. That is so.

Q. On a rising market?

Mr. BARWICK: On a falling market possibly, and that would disadvantage the holders of wheat in the pool?—A. No, it would be the opposite. You would have contracts made at the higher price before the 10 pool came in.

Q. Do you credit them as at the date the contracts are made?  
—A. No, as deliveries take place.

Q. Or if there was a sale forward in 1946—late in the year, October, 1946—for four months delivery, that sale in 1946 would not be credited to the No. 9 pool?—A. It might not be.

Q. And if the price is rising then, you would agree it would be a disadvantage to the pool holders? (*No answer.*)

HIS HONOR: I cannot see it at the moment. Surely the later the No. 9 pool gets the proceeds of sale and deliveries credited to it on a 20 rising market, the better for the No. 9 pool.

Mr. BARWICK: After the termination of the No. 9 pool the position is that there may conceivably be a large quantity of wheat on hand in the 1945-46 season?—A. There could be if shipping is not coming forward as it should.

Q. Do you tell His Honor that you do not credit any sales of that wheat that have taken place within the period of one year, 1st December to 30th November, as to when sales take place and as to when deliveries take place?—A. That is correct.

Q. Or if a sale was made in October or November, 1946, it may be that 30 the No. 9 pool would never get any credit in respect of that sale that was made?—A. If it was November, 1946, it would be almost certain it would.

Q. First of all so far as the pool is concerned, it is conceivable that it may not?—A. That is so.

Q. Equally at the commencement of the period it may be the No. 9 pool would get credit for sales which were delivered in this annual period in respect of contracts made before the commencement of the annual period?—A. That is right.

Q. And you will agree it is possible that the No. 9 pool would be credited with the sale of wheat which took place in 1945 at a lower price 40 than was ruling at the date of the delivery of the wheat?—A. That is possible.

Q. That is the scheme on which you kept your accounts?—A. That is so.

Q. Nevertheless you will be able to ascertain for us what was the earliest contract made for the sale of wheat abroad after the 1st December, 1945?  
—A. The earliest contract?

Q. Yes, prices and period of delivery ?—A. Yes.

Q. Then I may take it you would make a contract approximately every 2 months ?—A. Yes.

Q. Can you give a list of your commitments and contracts from the 1st December to the end of April, 1946 ?—A. Yes.

Q. That is for overseas sales ?—A. Yes.

Q. And give us the prices in Australian currency ?—A. Yes.

10 Q. It was not pointed out in the documents put in that they were all sterling prices, referring to exhibits D and 13. The shipping position I was asking you about before, in the early part of 1946, was such that you could despatch all the wheat that you had contracted to sell.

Mr. MASON : I object to the question because it is ambiguous if it means in the particular circumstance in which the Board was placed.

Mr. BARWICK : I mean in fact.

Mr. MASON : The position as I understood it was this : Your Honor notes that the witness says how these contracts were made, they go through a certain procedure and the allocation is made by some superior authority. Now, of course, it was part and parcel of the superior authority's business to arrange the shipping. So if my friend means " You as a Board had no difficulty in getting this stuff shipped " that is one thing ; but if my friend means " But for these arrangements falling in with these allocations would you have been able to get shipping " that is another thing. It is allocation and working in with the Ministry of Food. If we had not done that there would have been chaos. We only got shipping because the allocations were made by an authority and we were only able to obtain ships because we were working in with proper authorities. If it means : " You had no trouble with shipping," the answer is : " We had no trouble with shipping because " we worked in with the International Food Control otherwise we would " have had no shipping at all." Does the question mean that the  
30 Board—

HIS HONOR : I understand that the question meant that the Board was able to get the wheat away.

Mr. BARWICK : That is so ; I am talking about the Board. My question was that in the early part of 1946 your Board had available to it sufficient shipping to enable it to despatch all the wheat that it had in fact sold for delivery in that period ?—A. There was not much wheat available.

Q. That does not matter ?—A. We always had difficulty in getting shipping to cope with the quantities of wheat and flour we could get to the port for shipping.

40 Q. Speaking of the first four months of 1946, in that period did you have available to you sufficient shipping to enable you to despatch all the wheat you did in fact sell for export for delivery in that period ?—A. We were not behind in our contracts.

Q. You mean shipping was available to lift what you agreed to sell and deliver ?—A. What we had sold, yes.

Q. You told my friend that you had a policy that you would not sell to any persons who were not associated with this International Food

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In the High Court of Australia Council?—*A.* I did not quite say that. I said we would not sell to anybody unless they had an allocation.

—*Q.* But you had applications from people who had no such allocations to buy wheat?—*A.* Normally we would not get one.

New South Wales Registry —*Q.* In 1946 you had, in fact, people willing to buy who had no such allocation as you speak of?—*A.* I cannot recall any in the early part of 1946.

Defendants' Evidence —*Q.* Have you some means of ascertaining it or looking it up?—*A.* I would say in the early part of 1946 we did not have any.

No. 7 Christopher James Perrett. Cross-examination—*Q.* The situation abroad was that there was a dearth of wheat in the early part of 1946?—*A.* That is correct. 10

James Perrett. Cross-examination—*Q.* And in the case of the arrangement where the Minister of Food offered to buy from you I take it that the Ministry was providing shipping or arranging shipping?—*A.* Yes.

—*Q.* So you were dealing with the buyer who had shipping available?—*A.* Who would get shipping, yes.

—*Q.* And there were other buyers besides the Ministry of Food in England in a like situation in the early part of 1946, willing to buy and willing to get shipping?—*A.* No, I should not say that because shipping was all controlled up to 2nd March, 1946, directly by the Ministry of War Transport, now the Ministry of Transport in England. 20

—*Q.* Notwithstanding the control, I suggest to you that there were persons, buyers, who had or could procure shipping through the Ministry?—*A.* I cannot imagine that there would be any buyers outside the United Kingdom Ministry of Food who could secure vessels to buy from us in the early part of 1946.

—*Q.* You do not know whether there were any such or not as you sit there now?—*A.* There were no applications made to us from any buyer who could secure ships.

—*Q.* And conversely there was no endeavour by your Board to find any such power?—*A.* Well, we had no reason, no object in doing so. 30

Sitting suspended from 1 p.m. until 2.30 p.m.

Mr. BARWICK : Did you work out any of those things in the lunch hour?—*A.* I have sent to Melbourne for them. I will get them during the afternoon.

—*Q.* This 1945–46 harvest you have told us was about 123 million bushels and you did, in fact, export about half of it roughly?—*A.* That is so.

—*Q.* Sixty-four million bushels including what went as flour. Now, I may take it that the Board itself determined at some stage how much it would export?—*A.* Yes, it did. 40

—*Q.* It would be fair to say there was a market for more than the Board did, in fact, export about 1946?—*A.* Yes, providing the allocations were adhered to.

—*Q.* Providing the allocations of the Washington body were adhered to?—*A.* Primarily, yes.

Q. But the situation—the foreign situation—at the time was such that the foreign market could have absorbed much more Australian wheat than the Board did, in fact, in that year export?—A. Yes.

Q. And I suppose there were allocations of this Council at Washington which were unfulfilled during that year?—A. I do not know.

Q. At any rate, so far as your dealings with the Ministry of Food in Great Britain were concerned, the situation was that you, as a vendor, were stipulating the maximum quantity which you could make available for export rather than the purchaser was nominating the maximum quantity which he could take?—A. Well, it worked both ways. Sometimes the Ministry of Food would ask us what we had available for shipment. Generally speaking that would probably be right.

Q. I do not mean the fluctuations, but an overall view of that year would be as I have said?—A. Yes, I think that is generally true.

Q. Have you examined any figures to see the extent to which it is true—that is to say, what further quantity could have been exported so far as the foreign market was concerned?—A. It is very difficult.

Q. The expense rate that you show in Exhibit 8 works out approximately at 8.8d. per bushel, does it not?—A. That is so.

Q. And includes bank interest .581 and your own administrative charge .230?—A. That is right.

Q. Now, the expense rate in relation to what we are pleased to call this pool was much lower than the expense rate for earlier pools, was it not?—A. For some of them.

Q. Well, at any rate for those for the years 1941 onwards to 1945 inclusive?—A. That is so.

Q. And it is lower than the expense rates of those years I speak of by approximately 3d.?—A. A little under 3d.

Q. I may take it that that drop in the expense rate is due first of all to the volume of the crop that was being handled in 1945–46?—A. No, not necessarily so; partly the volume. It arises from the volume.

Q. But it arises mainly from the very strong nature of the foreign demand?—A. Not altogether that. It arises from a variety of factors.

Q. Let us take them one by one. One is the volume of the crop?—A. One is the volume of the crop.

Q. Two is the strength of the foreign market?—A. No, two I would say is the easiness of shipping in relation to the crop that has to be marketed overseas. In the early stages in relation to those early crops which you are referring to, some of them were very high. No. 2 pool—the 1939–40 crop—was the biggest crop in Australia's history and we had big carryovers. We had to carry wheat from that crop and other crops in storage for very lengthy periods, which increased the costs.

Q. Just to digress a moment, your costs for the 1939–40 season were only 8.955d. per bushel?—A. Yes, I know, but carrying that No. 2 pool over, we had rather heavy stocks carried over, and that had a cumulative effect on subsequent crops.

Q. The second item you mention then is the relative easiness of the shipping in relation to the crops to be moved in 1945–46?—A. Yes.

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- Q. The factors in that would be the one that there was little, if any, carried over from the 1944-45 crop?—A. That is right.
- Q. And two, that shipping was definitely easier in 1945-46 than previously?—A. In relation to the crop.
- Q. Yes—well, absolutely?—A. No, I would not say absolutely. There was still difficulty in getting shipping throughout the whole of 1946.
- Q. At any rate, it was easier in relation to a crop of about 123 million bushels?—A. That is so.
- Q. What other factors were there for this drop in the expense rate besides those? Let me suggest that storage was down?—A. Storage was the main one. 10
- Q. Because of these factors: good foreign demand, easier shipping relative to your crop and so quicker movement?—A. Yes, easier shipping in relation to the crop.
- Q. And that put storing charges down?—A. Yes.
- Q. Would not that effect be felt more in the early part of the season than in the latter part of the season—quicker movement in the early part of the season than in the latter part of the season?—A. No, the shipping was spread fairly evenly throughout the year. The situation varied a bit from pre-war times when merchants strove to get their wheat away as quickly as possible in the early part of the season. Then when shipping was more plentiful they were able to charter their vessels probably two or three months ahead. The situation was different. 20
- Q. Let me put it this way: you have agreed there was little or no carrying over of the 1944-45 crop, so that a person delivering wheat in the early part of the season—1945-46—if he had been able to trace his wheat, he would expect to find it getting to port and away quicker than a man who delivered wheat towards the end of the season of that year?—A. Yes, provided he could get the shipping.
- Q. Assume he is following the wheat through your hands, he would still expect to find it moving to port quicker and away from port quicker in that time?—A. Subject to what I said previously, that the mills were all short of wheat, and our first consideration was local consumption. We had to put wheat into the mills and there were definite limitations on trucking from the country over which we had no control at all.
- Q. On your own footing at the moment, assume that the Board has made up its mind to feed the mills with wheat as soon as possible. Then, wheat in the early part of the season would move forward to the mills quicker and have less storage and lighter charges than wheat delivered later in the season?—A. Yes, we did have storage charges even with mills. 40
- Q. Yes, but less?—A. Yes.
- Q. Let me put it another way. Assume you kept accounts on a quarterly basis. If you struck an expense rate on these items that are in your sheet here for the first quarter and also for the third quarter, you would expect the rate to be less in the first quarter than in the third quarter?—A. Not very much.

*Q.* But to some extent?—*A.* Probably very small, very minute fraction of a penny.

*Q.* A bushel?—*A.* Yes.

*Q.* Now, you said in this Exhibit 8 that railage was included and included in two places—railage, in the first place, in the second sheet at 4·803d. per bushel?—*A.* Yes.

*Q.* Is this correct: that that is all the railage that the Board itself has incurred either directly or by allowance to a buyer at the sidings?—*A.* That is correct.

10 *Q.* And that involves all the movements, if any, of wheat to intermediate depots or destinations between the sidings and the ultimate destination of that particular wheat?—*A.* That is correct.

*Q.* This other railage that was referred to you told His Honor, I think, that that was railage from the growers siding to its natural terminal port?—*A.* Yes.

*Q.* By that, you mean the nearest terminal port to which it would normally go in peacetime?—*A.* Yes.

20 *Q.* Take the present case. The railage deducted under the item here: "Railage deducted in the section in relation to Nelungaloo would be the railage from Nelungaloo to the port of Sydney"?—*A.* That is so.

*Q.* Irrespective, in fact, of where you send the wheat as a Board?—*A.* Yes.

Mr. BARWICK: In one sense they are notional charges—you assume the wheat had been taken to its natural destination?—*A.* That is so.

*Q.* Your average railage is shown there for the individuals at 4·742 pence?—*A.* Yes.

*Q.* Does that mean the average railage of all the wheat from individual sidings to the various natural terminal points of which you speak?—*A.* Yes.

03 *Q.* You estimated, for the purpose of that, that all wheat would go to a port normally?—*A.* We do not assume that.

*Q.* If you are to get this railage to a natural terminal point you assume all wheat goes from the siding, for the purpose of calculation?—*A.* Broadly, yes.

*Q.* In other words, that £2,248,402 is the total of the amount you have in fact deducted from the growers?—*A.* Yes.

*Q.* And each grower has suffered a deduction of railage from his own siding to a port?—*A.* Yes.

*Q.* And that is averaged at 4·742 pence?—*A.* Yes.

40 HIS HONOR: Is that computed from actual bills from the Railway Commissioners?—*A.* Yes. There is a rail freight list showing the rail freight from each individual station in Australia to its natural terminal point, and it is compiled from that.

Mr. BARWICK: In answer to His Honor, one could not find in your vouchers or dockets railage charged to you by the Railways in different ports of Australia which would total £2,248,402 as an item?—*A.* Not as an item, but that is the total having regard to the quantity of wheat

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delivered to us of each one of the individual freight rates which we have computed from various country stations to the natural terminal point.

HIS HONOR : But not based on actual accounts rendered to you by the various Railway Commissioners ?—*A.* No.

Mr. BARWICK : But on the assumption I put to you that all the wheat went to a terminal port and you selected what you termed a natural terminal port and calculated the railage according to the Railway Commissioners' schedule on the quantity of wheat taken over from the individual farmer ?—*A.* Yes.

*Q.* On page 2 of Exhibit 8 you have wheat handling shown at 10 £1,000,000 odd, on the bulk basis. Does that £1,084,000 include handling of bagged wheat as well as bulk wheat ?—*A.* Yes.

*Q.* Undifferentiated ?—*A.* Yes.

*Q.* What else besides the actual handling of the wheat in the sense of handling bags ? Does it include silo charges ?—*A.* Yes.

*Q.* Both for receiving and delivering out ?—*A.* Yes.

*Q.* But excluding storage ?—*A.* Yes.

*Q.* I take it it would include any handling on the wharf into the ship ? —*A.* No, this is to a f.o.r. position.

*Q.* Any handling after the truck into the ship is in addition ?—*A.* That 20 is adjusted through our export prices ; it is a shipping charge.

*Q.* In Exhibit 10 you put in how much you were getting. Are they gross or from them is there to be deducted the handling charge— ? —*A.* From an f.o.r. position to f.o.b.

*Q.* Take January 31st, 14/- per bushel—is that the gross quotation ? —*A.* That would be the gross quotation f.o.b.

*Q.* It would have to be an adjustment so far as your expense rate of 8·8 pence per bushel is concerned to bring it to the f.o.r. basis ?—*A.* We reduce the factor on the f.o.r. basis.

*Q.* Have you a formula for that ?—*A.* We take the actual expenses 30 for all States and the expenses amount overall to roughly three-farthings per bushel.

*Q.* So we can take it here for the purpose of getting all the expenses from siding to ship to an f.o.b. basis, if we add  $\frac{3}{4}$ d. to your total expense of 8·81 pence it would be fairly accurate ?—*A.* No, not quite, because only half the wheat is exported and a good deal of that is in the form of flour.

*Q.* I want to get a comparison with the 8·81 pence. How much would need to be added to your 8·81 pence to bring that figure to an f.o.b. basis instead of an f.o.r. basis ?—*A.* Over all the wheat I would say about 40 ·3 pence—somewhere round about that.

*Q.* So that 9·1 pence would give the overall expenses rate for the whole of the wheat sold in the denominations in which you sold it ?—*A.* Round about.

*Q.* Expressed on an f.o.b. basis ?—*A.* Yes.

*Q.* Is there anything else in this wheat handling besides silo charges inwards and outwards and your lumping wherever there is bags, and so on ? —*A.* No, that would be all. There may be some rebagging charges at the country stations.



Q. And all the intermediate handling?—A. Yes.

Q. Would your storage charges include both silage storage and wherever you have bags?—A. Yes.

Q. With respect to the silo charges were they uniformly on any rate for handling in and out?—A. For this pool?

Q. Yes?—A. No. The reason I mention this pool is that the basis of remuneration was changed. On this pool we remunerate the silo authorities on the basis of actual cost for all the work they do for us, but in addition to the direct costs we also make them payment of a certain  
10 percentage on the capital value of their assets.

Q. To cover overhead?—A. Yes, and interest and things of that type.

Q. Have you had, at any time, to investigate those figures in respect of the 1945–46 period and express the silo payment in an amount per bushel for taking in and discharging?—A. We do normally in our own organisation investigate, examine and reduce them to a payment per bushel.

Q. Could you tell me how much the silo charges amount to per bushel and which are included in the £1,084,000 expressed in pence per bushel?  
—A. I have not that with me, but I can get them.

20 Q. There is one other point in regard to Exhibit 8. On the first sheet you show a deduction from your gross realisations as on the bulk basis of £102,804, which you expressed in the exhibit to be the value of bagged wheat out-turns surplus transferred to bagged wheat premium section. Do I understand you to say that is in the nature of a profit on the bagged wheat handling which is carried in your accounts separately and separately credited to those who send in bagged wheat as distinct from bulk?—A. That is the effect of it.

Q. What is the source of the profit?—A. It has to do with the weight of the bags, also that bagged wheat very often shows an increase in weight  
30 during storage, due to absorption of moisture and so on.

Q. That accounts for the figure there. If you turn to the second page you have estimated bagged wheat premium available to growers of bagged wheat, and the 59 million bushels is the amount of bagged wheat you handle. You have worked out £866,550 as the premium available?  
—A. Yes.

Q. What relationship is there between this figure of £102,804 on page 1 and the figure of £866,550, if any?—A. The £866,550 would include the £102,804 to start with, and the £866,550 would be chiefly the premium on the actual selling price of bagged wheat over bulk.

40 Q. Is this the analysis, that the item of £866,550 represents firstly the actual money difference in realisation between the bagged and bulk wheat?—A. Yes.

Q. And secondly, the accretion to the capital of the bagged wheat section by virtue of dealing in bagged and moisture increasing?—A. Yes, less extra expenses incurred in the handling of bagged wheat as against bulk.

Q. What actual amounts were deducted against the bagged wheat

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In the High Court of Australia people to represent the additional cost that necessarily follows in handling bags as against bulk?—*A.* There is extra expense by reason of the fact that bagged wheat has to be handled by lumpers.

New South Wales Registry *Q.* You have included the lumping in the £1,084,000?—*A.* Not so far as bagged wheat is concerned.

*Q.* This expense of realisation £1,084,000 is all the wheat handling expenses for the whole of the crop?

Defendants' Evidence HIS HONOR: Have you a copy of this document in front of you?

No. 7 Christopher James Perrett. Cross-examination—*continued.* —*A.* Yes, Your Honor. I have a statement showing how that figure is arrived at. 10

Mr. BARWICK: First of all take my question. Does the £1,084,000 include all the charges in fact in the handling of all the wheat whether bagged or bulk?—*A.* It includes all the expenses at the country stations, whether it is bagged or bulk, and the subsequent handling, say shipping handling at the ports.

Mr. BARWICK: There is none of the handling from the truck to the ship's side in the £1,084,000?—*A.* Sometimes it has to go into a shed and there would be expenses incurred in that.

*Q.* That is not included in the £1,084,000?—*A.* No.

*Q.* So you carry to somewhere else in your account the cost of handling bagged wheat out of truck on wharf?—*A.* Yes, that would be separate. 20

*Q.* You specially identify that in your account?—*A.* We do.

*Q.* What other handling of bagged wheat is not included in your item of wheat handling £1,084,000?—*A.* That would be about the only charge plus the licensed receivers' expenses of tallying at the destination points of bagged wheat.

*Q.* That is kept and separately identified in your account?—*A.* Yes, we include that in the bagged wheat premium account.

*Q.* That is a separate charge to the licensed receivers?—*A.* Yes.

*Q.* How do you work out the deductions to be set against the gross difference in realisation between bulk and bagged wheat in order to get this £866,550 or the excess of it over £102,804.—*A.* As far as the credit side is concerned it is the premium on the sales of bagged as against bulk. 03

*Q.* That is the net premium?—*A.* Yes.

*Q.* What is the source of the figure that you use to set against the gross difference between bulk and bagged wheat in realisation in order to get £866,550?—*A.* I do not know that I quite understand your question.

*Q.* You have told me that in £1,084,000 there is all bagged handling other than two items, (1) from truck to shed on wharf, where it has to be stored awaiting shipment, and (2) licensed receivers' handling where they are checking?—*A.* That is right. 40

*Q.* Are those two items the only two items where you set aside the gross difference between realisation of bagged wheat as against bulk wheat?—*A.* Yes. There also has to be taken into consideration the increase or out-turn.

*Q.* Of the £866,550 you have accounted for £102,804 as being surplus on the out-turn?—*A.* Yes.

Q. The difference between £102,000 and £866,000 represents the nett difference between bagged realisations as compared with bulk realisations ?  
—A. Yes.

Q. And in order to get that, the only figure you have used to set against the gross difference is the handling charge from rail to shed on the wharf ?  
—A. Or the depot.

Q. And the licensed receivers' payment ?—A. For tallying at destination points, yes.

10 Q. So we may take it that this £866,550 is the gross difference in realisation between bagged and bulk less £102,000 ?—A. Yes.

Q. And less those two special charges of which you spoke ?—A. Yes.

Q. May I take it from that series of answers that you do not keep in your accounts your handling charges segregated (a) into bulk, and (b) into bags ?—A. Yes we do. The licenced receivers on the bagged wheat are paid a standard remuneration per bushel which is not difficult to calculate.

Q. This form of calculation we have here is a form on which the Board has so far worked in making its distribution ?—A. That is right.

20 Q. Has the Board made any recommendations under these regulations as to a just price in respect first of all to No. 9 pool ?—A. No, not as to a just price.

Q. Or No. 8 pool ?

HIS HONOR : Is it relevant at all ?

Mr. BARWICK : I wish to ask something following on it. (*To Witness*): First of all, the fact is the Board has made no recommendation ?

—A. No.

Q. You attended meetings of the Board ?—A. Yes.

Q. You are present and know the discussions of the Board ?—A. Yes.

30 Q. May I take it that the Board at some stage made a decision as to how much of the crop would be sold for flour locally and how much for breakfast food, and how much for feed ?—A. Not deliberately so, but it knew what quantity would be required for local consumption and more or less automatically reserved that quantity, or made provision for it, when selling for export.

Q. Did it limit its export sales by reason of its own opinion as to how much was necessary for local consumption ?—A. Not necessarily its own opinion.

Q. You I think somewhere referred to these sales of stock food, breakfast food, and local flour as concessional sales ?—A. That is a sort of general term.

40 Q. Concessional sales ?—A. I have not referred to them in that way, but they are referred to.

Q. That does not adequately describe them ?—A. It just depends on the meaning you place on concessional sales.

Q. These sales for stock feed in the No. 9 pool were at 4/3d. per bushel. Is that right ?—A. That is correct.

Q. And in the preceding year how much a bushel had they been sold at ?—A. 3/3 $\frac{3}{4}$ d.

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*Q.* Whose was the decision to sell at 4/3d. ?—*A.* That was communi-  
cated to us by the Minister.

*Q.* So the decision to sell at 4/3 was a direction from the Minister ?

—*A.* Yes.

*Q.* And in the case of the flour 3/11¼d. the same ?—*A.* No that  
was not.

*Q.* Let us take the others at 3/11¼d. Who fixed that price of  
3/11¼d. ?

*Mr. MASON :* What does that mean ?

*Mr. BARWICK :* Other than flour or feed. Whose decision was 10  
that ?—*A.* That was the Board's decision.

*Q.* Made in this year or in 1945-46 ?—*A.* No, that had been the price  
for a number of years.

*Q.* Of course the price of 3/11¼d. had been first fixed by the Board in  
1942 ?—*A.* That is correct.

*Q.* And at that time it was based upon the export position of wheat ?—  
*A.* That is right.

*Q.* Then at some stage there must have been a decision not to allow  
the price of wheat sold for other purposes—and by that you know what  
I mean, other than flour or feed—to follow the export parity, I think you 20  
used the expression "To keep it at the figure" ?—*A.* That is so.

*Q.* That decision to keep it at a figure was under Ministerial direction ?  
—*A.* For other purposes ?

*Q.* Yes ?—*A.* I suppose that could be said to be the case because the  
Minister granted a subsidy of 11¾d. a bushel to bring the price to 4/11d.

*Q.* So it fairly could be said that that was under Ministerial direction ?  
—*A.* I think it could be said.

*Q.* Now the sale of wheat for flour locally. That had apparently been  
fixed at 3/11¼d. in 1942 on the basis of the then export value ?—*A.* That  
is correct. 30

*Q.* May I take it that the same position obtained in respect of flour  
for local consumption as obtained in respect of other items ?—*A.* No that  
was not so.

*Q.* There was a decision at some stage that the price of flour for local  
consumption was to be kept at a figure ?—*A.* Not by the Minister.

*Q.* There was a decision by someone ?—*A.* By the Board.

*Q.* You do agree that the natural thing is for the local price to follow  
the export parity in wheat ?—*A.* It did pre-war.

*Q.* And you say there was a decision of the Board to keep it at this  
figure, this 3/11¼d. ?—*A.* That is right. 40

*Q.* Was that an annual decision of the Board or made once ?—  
*A.* Made once.

*Q.* May I take it in 1943 ?—*A.* No before then, in 1941 I think.

*Q.* In 1941 or 1942 you fixed the price but at that time it was conform-  
able to export parity ; then when the export price rose to a point where  
3/11¼d. for wheat for local flour was no longer consistent with export parity  
there was a decision to keep the price at 3/11¼d. ?—*A.* That is right.

- Q. You say that was a decision of the Board?—A. Yes.
- Q. When was that made?—A. It was made in consultation and co-operation with a committee which was appointed to declare the rates of flour tax from time to time.
- Q. Will you give the date when it was made?—A. I am not certain as to the date. It would have been about July, 1941, about the middle of July, 1941.
- Q. A decision at that time that the Board would sell wheat for local gristing at 3/11½d. no matter what the export movement in price?—
- 10 A. There was a reason.
- Q. There was such a decision?—A. Yes.
- Q. So thereafter there was no attempt on the part of the Board to test the local market to see what was the maximum sum which might be obtained for wheat for local gristing?—A. The Board knew.
- Q. Is the answer to my question yes?—A. Yes that is correct.
- Q. The reason for this decision of the Board to keep the price of wheat for local gristing at 3/11½d. was related, I may take it, to an endeavour to keep the price of bread at a particular figure locally?—A. No.
- Q. It was not directed to that?—A. No.
- 20 Q. Will you tell me to what it was directed?
- Mr. BARWICK: What was it directed to?—A. It was directed to obviate administrative difficulties and obviate inconvenience and difficulty and work in constantly reviewing the rate of Flour Tax.
- Q. The rate of Flour Tax was based on the minimum wheat price of 5/2d. f.o.r. Williamstown?—A. No, the maximum price.
- Q. It was your view that it was based on the maximum price?—
- A. That is in the Act.
- Q. This determination which I am referring to was founded on the notion that the Flour Tax legislation stipulated for a minimum price of
- 30 wheat of 5/2d. a bushel. Is that right?—A. The Flour Tax Act itself?
- Q. Whether this determination to fix the price of wheat for local gristing at 3/11½d. was founded at least in part on the conception that the Flour Tax Act required a minimum price of 5/2d. for wheat f.o.r. Williamstown, bagged wheat. Can you say "Yes" or "No" to that?
- HIS HONOR: Sometimes witnesses cannot answer "Yes" or "No."
- Mr. BARWICK: I should have thought he could to that. I will repeat it: You have told us the determination to fix 3/11½d. was the determination to fix the price of wheat for local gristing founded at least in part on the notion that the legislation called for a maximum price of
- 40 5/2d. per bushel bagged f.o.r. Williamstown?—A. Well, in part.
- Q. So it was fixed at 3/11½d. in a supposed endeavour to carry out the policy of the legislature to achieve a maximum price for wheat for local gristing at 5/2d. on a bagged basis at Williamstown?—A. Yes.
- Q. And having once made that decision it was never remade, the Board adhered to it throughout?—A. Yes, that is correct.
- Q. And it did not retain the price at 3/11½d. because of price fixing order No. 1015?—A. Not the 3/11½d. no.

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*Q.* I suppose the Board itself is the Crown bound by regulation order No. 1015 ?

*Mr. MASON :* Do not answer that question.

*Mr. BARWICK :* I thought you were putting the proposition forward that they were. (*To Witness*): Was the Minister, either by himself or by a representative, a party to the decision to fix the price at 3/11½d. for wheat for local gristing ?—*A.* No, he was not a party to the decision.

*Q.* Was he a party in the conference out of which the decision arose ?  
—*A.* No, not the Minister.

*Q.* You say this price was fixed after some conference ?—*A.* Yes. 10

*Q.* Who was at the conference ?—*A.* It was fixed after discussion with the Chairman of the Wheat Stabilisation of Industry Committee which was responsible for fixing the rate of the Flour Tax from time to time.

*HIS HONOR :* The Wheat Stabilisation Advisory Committee ?—

*A.* Yes.

*Mr. BARWICK :* Is it right it was fixed at 3/11½d. to save some departmental computation in the calculation of the tax ?—*A.* Partly, yes.

*Q.* The idea being to save the charge of 5/2d. a bushel and having tax charged and rebated to the Board ?—*A.* If the wheat was 5/2d. there would be no tax at all. 20

*Q.* How was the 3/11½d. going to reduce the departmental difficulties in connection with the Flour Tax ?—*A.* Wheat at that time was rising in small gradation frequently and each time the wheat price was raised it necessitated a renewal of the rate of the Flour Tax and it involved, apart from administrative difficulties, also some difficulties for the trade, for the millers, in the revision of their Flour Tax rates, which had to be charged to their customers, and to offset that a bit and by the arrangements with the Minister we kept the Flour Tax stable on the basis of a stabilised wheat price for home consumption. 30

*Q.* At a time when wheat was rising in small margins, your Board decided to fix a price of 3/11½d. for wheat for local consumption so as to (1) keep the amount of the Flour Tax stable ?—*A.* Yes.

*Q.* (2) to save the millers the trouble of having from time to time to adjust the amount that they had to pay in tax and so on ?—*A.* Partly, yes.

*Q.* What else ?—*A.* Administrative inconvenience and difficulty.

*Q.* You mean administrative work in working out what the tax was from time to time ?—*A.* Yes, and the Committee meeting frequently. It was not composed entirely of departmental officers. 40

*Q.* Do not let me do an injustice to anybody. Is this it, that the price of wheat for local consumption was pegged by the Board itself ?—*A.* That is correct.

*Q.* Irrespective of what subsequent movements there were, foreign movements, in the price of wheat ?—*A.* That is right.

*Q.* In order to do the three things, (1) save some administrative bother in holding meetings and making calculations ?—*A.* Yes.

- Q. (2) to keep the Flour Tax stable?—A. That is correct.
- Q. (3) to save millers inconvenience in the computation of tax?—
- A. That is correct.
- Q. You made in respect of this 1946 season a contract for the sale of wheat in New Zealand, did you?—A. Yes.
- Q. Was that contract arranged at the beginning of 1946?—A. I think it was arranged at the end of 1945.
- Q. Looking at Exhibit "C" it says that the contract was arranged at the beginning of 1946. Is that right?—A. That would be approximately
- 10 correct, yes.
- Q. Was that entered into at the then export ruling price?—A. Yes.
- Q. That was a free transaction with the Board under no Ministerial direction?—A. We were instructed by the Minister to set aside  $4\frac{1}{2}$  million bushels of wheat for export to New Zealand during 1946. As far as the price was concerned it was the ruling export price.
- Q. My friend asked you at pages 45 and 46 of the notes what you thought a man would get for his wheat if he was the only lonely soul in Australia with 3,000 bushels of wheat selling in competition with your Board, and you said  $3/11\frac{1}{4}$ d. on a bulk basis for wheat for local milling?
- 20 —A. Yes.
- Q. Assuming in the 1945–46 period no wheat had been acquired by the Board and instead of the lonely soul having 3,000 bushels, the farmers had 123 million bushels. You do not pretend for a moment that in those circumstances they could only have got  $3/11\frac{1}{4}$ d. from the millers?—A. No.
- Q. Under those circumstances they would get a price based on an export parity from time to time.
- Mr. MASON: What do you mean by that, under the law as it stands?
- A. That would not be right.
- Mr. BARWICK: What do you think would be wrong with it?—
- 30 A. I think it would only get the home consumption price.
- Q. Whose consumption price?—A. The home consumption price as set out in the Flour Tax legislation.
- Q. You think this maximum price means that the law allows it. You make that answer because you think  $5/2$ d. is the maximum price the law allows?—A. For home consumption flour?
- Q. Yes?—A. I would like to refresh my memory.
- Q. Did you make your answer to me on the footing that  $5/2$ d. was the maximum for home consumption?—A. At the time I made it, yes.
- Q. When you made wheat available for food, may I take it that the
- 40 amount made available was under ministerial direction too?—A. In 1946?
- Q. Yes?—A. Yes, the maximum amount.
- Q. When wheat was made available for feed for a pig farm or a poultry farm, was there any discrimination between such of the people engaged in export trade and such as were tied to the home market?—A. No.
- Q. So this concession at price of wheat was made available to people who were exporting pigs on the export market?—A. Yes.
- HIS HONOR: I do not think the witness likes the word "concessional." Is it used in the sense you used it before?

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Mr. BARWICK : Yes ?—*A.* I understand that.

*Q.* I suppose that the price of bread fixed, if there had been a free market and millers were compelled in order to get wheat to follow the export parity, you will agree if the Government wanted to keep the price of bread fixed, it would have had to resort to the device of a subsidy.

Mr. MASON : I object.

HIS HONOR : I think that must be a matter of argument.

Mr. BARWICK : Have you kept yourself informed in respect to other primary commodities such as potatoes ?—*A.* Not very much.

*Q.* You cannot tell me exactly how they had been handled ?—*A.* No, 10  
I have not kept myself up to date.

Mr. BARWICK : Could I have the minute book of the Board ?

Mr. MASON : You are calling for it ?

Mr. BARWICK : I am asking for it on subpoena.

Mr. MASON : I will produce it to His Honor.

HIS HONOR : Have you had discovery, Mr. Barwick ?

Mr. BARWICK : No, Your Honor.

HIS HONOR : I think you should call for it.

Mr. BARWICK : There are two minutes, then. I call for those on subpoena. 20

Mr. MASON : I will produce them on subpoena, Your Honor.

Mr. BARWICK : Might I have access to them, Your Honor ?

Mr. MASON : I ask Your Honor's ruling. I think my friend should call for them.

HIS HONOR : I think there is a case on this point—whether you call for them on notice to produce . . . .

Mr. BARWICK : I can take two courses : I can call for them or I can ask for them on subpoena, in which case, they go into Your Honor's custody and Your Honor inspects them and determines whether they are so material to the matter that I should be entitled to see them, even for the purpose 30  
of cross-examination although they may not be admissible in the case.

HIS HONOR : I think there is a case—I do not know whether it is reported or not.

Mr. BARWICK : The Court can only do it if the document is not of such materiality as warrants my view of it.

HIS HONOR : Do you know any case on this point, Mr. Mason ?

Mr. MASON : No, I do not know of any case, but seeing I am a party to this proceeding, and my friend has not had any discovery, if he wants a document of this sort he should call for it.

HIS HONOR : My first view is that that is right. Perhaps I should 40  
see the minutes. (*Minutes passed to His Honor.*) I think I ought to let Mr. Barwick see these documents, Mr. Mason.

Mr. MASON : Very well, Your Honor. (*Minutes passed to Mr. Barwick*)

Mr. BARWICK : (*To Witness*): You have produced two minutes that I have been allowed to see—copies of them. I take it you were present at the Board meetings of which these are minutes—in May and June, 1944 ?  
—*A.* Yes.



Q. May I take it that the position for the 1945-46 pool was the same in respect of Ministerial directions as it was in respect of 1944-45 pool?—A. Except in relation to the quantity of wheat which was sold for feed purposes. I think the No. 9 pool was the first pool in which the quantity of wheat sold for feed purposes was limited to 25 million bushels.

Q. But so far as the directions were concerned, they were two comparable pools?—A. Yes.

Q. There is a reference in one of these two minutes to the Commissioner. It is an amendment moved by Mr. Teasdale and he says :

10 "The power to increase prices appears to have been taken from "the law and vested in the Commissioner."

Mr. MASON : I would like to take Your Honor's ruling on this. Is anything that Mr. Teasdale said at this meeting admissible against the Commonwealth?—A. One has to look at the regulations, and what one finds is that the Board was set up to sell and dispose of property that had been acquired on behalf of the Commonwealth. It is the Commonwealth's property and the Commonwealth acquires the wheat and the Board proceeds to sell it and export it and so forth. But it is a corporation ; it has an independent existence, and my friend's case, I understand, is "I am not  
20 "concerned with the compensation that is payable to me under Regulation 19, and I am not prepared to take the compensation as payable "to me under 19. I now want compensation outside 19."

HIS HONOR : On ordinary principles.

Mr. MASON : On ordinary principles. If that is my friend's case, Your Honor, what the Board has done has got nothing whatever to do with his amount of compensation, except to the extent he may be able to say :  
"Well, what the Board did is no indication whatsoever as to what I would  
"have been able to do with my wheat if I handled it on my own," and he says : "I want to get just compensation for the wheat that was acquired  
33 by the Commonwealth." The evidence tendered by the Board on that footing is only some evidence from which Your Honor might be able to judge what would be fair and what would be just compensation in all the circumstances of the case.

HIS HONOR : I know there is some reference to that in *Tonkin's* case. If necessary, the Court could stand the case over until the pool is wound up to see what the proceeds of sale are. I do not know whether Mr. Barwick is really pressing this. Are you pressing it, Mr. Barwick? I mean you have an amendment there which failed for the want of a seconder.

Mr. BARWICK : I am not concerned with the question. (*At this stage a further discussion ensued which His Honor did not require to have reported.*)

HIS HONOR : It is admitted subject to Mr. Mason's objection. The difficulty of this case is that it started off on the basis I was to allow any evidence I did not think was clearly inadmissible. I am not clear this evidence is inadmissible at the moment and it is going in on that basis. I think it could be referred to during the addresses so that we may get on with the evidence and complete it.

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No. 7 Christopher James Perrett. Cross-examination—*continued.*

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Mr. MASON : What has happened here, as Your Honor knows, is that the majority of members of this Wheat Board are wheat farmers, and they apparently have some bush lawyers amongst the Board and they have their ideas of just terms, and they have put in a minute showing what they think the just terms to be. No doubt everybody hopes they will get more from the Government and Mr. Nock hopes to get more from the Nos. 1 and 2 pools.

HIS HONOR : At the moment I say I do not think it is admissible, and in the second place I think it has very little weight, but I have put it in in case some other court may take another view. 10

*Exhibit.* Exhibit "E."—Minutes of meetings of the Board of 25th and 26th May, 1944, and 8th and 9th June, 1944.

Mr. BARWICK : You have prepared a statement of the realisations, Exhibit 8?—*A.* Yes.

*Q.* I take it you kept yourself informed of the various regulations, and the like that were obtaining through the 1945-46 period?—*A.* Yes.

*Q.* I suppose you kept yourself informed of the f.o.b. quotations of wheat for export?—*A.* Yes.

*Q.* I suppose you have an idea of what this particular suit is about?—*A.* Yes. 20

*Q.* Do you say that these figures showing the Board's realisation and the net return to the grower represent the market value of the subject wheat at the date of its acquisition?

Mr. MASON : The same or more or less?

Mr. BARWICK : I do not mind decimals of Id. (*To Witness*) : Do you say they represent the market value of wheat at the date of its acquisition?—*A.* No.

*Q.* I think you told my friend you had not heard of any attitude on the part of any growers that they were not going to accept any further payments on account of compensation beyond Nos. 1 and 2?—*A.* That was with regard to Mr. Nock only. 30

HIS HONOR : Is it Nott or Nock?

Mr. BARWICK : Mr. Nock, Your Honor. (*To Witness*) : I suppose you knew Mr. Nock before this litigation arose?—*A.* I know Mr. Nock very well.

*Q.* You know he is an officer of the Farmers & Settlers' Association and a prominent one?—*A.* Yes.

*Q.* On the 6th December, 1946, you received a notice with respect to members of the Farmers & Settlers' Association and their attitude towards the further payments in the terms of that copy letter which I show you? 40

HIS HONOR : I thought the witness only referred to Mr. Nock in his answer to Mr. Mason.

Mr. MASON : I thought so, Your Honor.

Mr. BARWICK : I am willing to pledge my recollection that when the notes are looked at tomorrow it will be seen my friend widened the question to any farmer at all. (*To Witness*) : You did get a letter in those terms?—*A.* I seem to remember it.

*Q.* Is not that your reply to it? Is not that your own signature? (Submitting documents to Witness): Was this letter of the 6th December a notification to you in these terms—

Mr. MASON: I object to this, Your Honor.

Mr. BARWICK: I press it, Your Honor.

HIS HONOR: I think, Mr. Barwick, you could have those documents marked for identification, and then if Mr. Mason's question was as wide as you think—

Mr. BARWICK: I tender it whether it was widened or not, because the witness said he knew Mr. Nock was a member of this Association and this is a notice from this Association. (*Documents shown to Mr. Mason and then His Honor.*)

Mr. MASON: I object to them Your Honor.

Mr. BARWICK: I press it, Your Honor. He said he knew they were members.

HIS HONOR: I reject them.

Mr. BARWICK: Could they be marked for identification Your Honor?

HIS HONOR: Yes.

20 *M.F.I. M.F.I.I.*—Letter of 6th December 1946 to Wheat Board from Maund and Kelynack and reply of 6th December.

Mr. MASON: You were asked about two items of railage in the statement of realisations. There are two amounts, one of £2,480,056 and another of £2,448,402?—*A.* Yes.

*Q.* If those two amounts are added together does that represent the total amount of out of pocket expense for freight incurred by the Board in respect of freight in No. 9 pool?—*A.* No.

*Q.* Can you tell His Honor from those figures what was the total amount actually paid in respect of freight in No. 9 pool?—*A.* No.

30 *Q.* Can you tell His Honor from those figures what was the total amount actually paid in respect to No. 9 pool for freight?—*A.* £2,480,056.

*Q.* That is an actual out of pocket expense paid to the railways?—*A.* Paid to the railways and allowed to buyers in the country. For example, our prices are on a port basis, and if a miller in the country buys wheat and has it delivered to his mill in the country he roughly gets an allowance for freight from his mill to the natural terminal point; so that if he were at a station where the freight was, say 4d. from the mill to the natural terminal point instead of paying 3/11½d. he would pay 3/7½d. It is a more involved calculation than that, but that is the general effect.

40 Mr. MASON: Figure of £2,480,056 is an actual out of pocket payment?—*A.* Payment and allowance, yes.

HIS HONOR: Where is that?—*A.* In Exhibit 8?

Mr. MASON: Yes. It is suggested that I should ask you to deal with £2,448,402. That was deducted from the second advance?—*A.* That is right from the graziers certificate on the second advance.

*Q.* Now I wish to correct a passage in the witnesses' evidence at

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Christopher James Perrett. Cross-examination—*continued.*

Re-examination.

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page 52. I would like you to read this. (*Handing transcript to Witness*):  
 “The practice of the Board is with that first advance never to deduct any freight?—A. That is so. Q. The practice has been to deduct the freight from the second advance?—A. Not throughout, for 1945–46 “it was . . . .”

Then His Honor said, “You mean the wheat from the silo at Nelungaloo?” and I replied, “Either silo or bagged, on that number of bushels, that represents the freight on that number of bushels from Nelungaloo silo and from the other silo, but Your Honor will find that in the account of the Board there are other items of freight which are in a different category. Would you explain that Mr. Perrett?—A. The Board takes into its account the actual freight which it pays on wheat sent to the ports and of the allowances made for freight to country buyers. That averages round about the total amount of freight?”—A. That “totals” instead of “averages.”

Q. And with that alteration it is correct?—A. Yes.  
 Q. So the word “averages” should be altered to the word “totals”?—A. Yes.

Q. £2,448,402 on the second page is part and parcel of the £2,480,056?—A. Yes.

Q. And you worked back to an f.o.r. basis?—A. That is what it amounted to.

Q. You told His Honor in chief that you had worked to the allocations made by the International Food Council. What would have happened if you had not done so?—A. It would have been the means of introducing chaos into the marketing of wheat and flour on the international market.

Q. So far as exports from Australia were concerned?—A. Yes.

Q. My friend asked you whether there was a special reason for fixing 3/11½d. as the local price for flour, and you gave a certain explanation and you said “The Board knew.” You were about to say what the Board knew. Can you remember that stage in your evidence dealing with the fixation of 3/11½d.? Can you remember saying, “The Board knew” something without completing the sentence?—A. Yes.

Q. What was it you wanted to say at that stage?  
 Mr. BARWICK: I asked him an open question.  
 The WITNESS: I cannot quite recollect what it was.  
 HIS HONOR: Mr. Perrett can go back into the box when we see the whole of his evidence.

Mr. MASON: Very well, Your Honor, I would like to tender a proclamation dated 22nd May, 1946, under the Customs Act prohibiting the export of wheat without a permit.

*Exhibit.* Exhibit 14—Proclamation dated 22nd May, 1946, under the Customs Act.

Mr. MASON: Then I would like to tender the Export Flour Declaration.

HIS HONOR: You need not tender them, they are regulation.  
 Mr. MASON: No. I need not tender them. It was notified on the

3rd October, 1940, S.R. 216, and it appears in the Statutory Rules of 1940 at page 844. Then there are a series of provisions dealing with the fixation of the price of bread and flour, and I will hand to Your Honor and to my friend a copy.

HIS HONOR : Are these under the Supplemental Regulations made by order of the Minister ?

Mr. MASON : In the *Moran* case there was an exhibit which consisted of a book especially prepared showing the Acts, Regulations, Proclamations, etc., made in relation to the 1930 Act, and a memorandum in relation  
10 thereto. I think it would be convenient to tender those.

HIS HONOR : Is anything material except the orders which were in force during the particular year with which we are concerned ?

Mr. MASON : That is so, but I think one has to take the ones that were made and then see how they were altered. It is a very difficult task. We have taken a starting point and then we have traced it through to see what the position was.

HIS HONOR : Why do you take N.S.W. and Victoria ?

Mr. MASON : We have to take all the States. This book deals with the whole of the Commonwealth.

Mr. BARWICK : This book was prepared for *Moran's* case.

Mr. MASON : That is so, but why should we not use it.

Mr. BARWICK : I will go through it.

Mr. MASON : What it does is this, it deals with Acts, Regulations and Orders fixing prices of wheat and wheat products ; it deals with N.S.W. Tax, takes State legislation the Act of 1938 and the proclamations issued under that, etc.

HIS HONOR : This all part of the law of the land. You need not tender it.

Mr. MASON : No, but those proclamations I would tender.

HIS HONOR : Apart from the proclamations you have the Acts and  
30 Orders.

Mr. MASON : Yes. The only things we want are proclamations and price orders, those would have to be tendered. Mr. Barwick, is this the position, His Honor should be treated as having before him all the appropriate proclamations and prices orders.

Mr. BARWICK : If this sets it out correctly.

Mr. MASON : Yes, and if it is not right it will be supplemented.

Mr. BARWICK : It is all subject to relevance.

Mr. MASON : Yes.

HIS HONOR : That has been noted, Mr. Mason.

Mr. MASON : I have no further questions. I wanted to ask Mr. Perrett what he was going to do, but I would like to read the notes before that. I have another witness who will be here tomorrow.

(The Court at 4.15 p.m. adjourned until 10.30 a.m. the following day, Wednesday, 18th June, 1947.)

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Defendants'  
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ination—  
*continued.*

In the High  
Court of  
Australia

(Adjourned from 17/6/47.)

Before HIS HONOR MR. JUSTICE WILLIAMS.

New South  
Wales  
Registry

Sydney, Wednesday, 18th June, 1947, at 10.30 a.m.

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nation—  
*continued.*

HIS HONOR: I was looking at the Commonwealth Evidence Act over the adjournment, Mr. Mason, and it appears as though one should tender the regulations. I mean, they can be noted in any event. Strictly speaking the regulations should be tendered, apparently.

Mr. MASON: Well, they will be in the same category as the orders and the proclamations. We did come to an arrangement as Your Honor remembers last evening that the relevant ones should be regarded as before Your Honor. That will apply to regulations as well as to proclamations and orders. 10

Mr. BARWICK: We may not know which ones you mean. Do you mean those which are said to bear out this composition—

Mr. MASON: There might be some that have been overlooked.

HIS HONOR: Any that are referred to during the argument can be considered to be in the same position unless objected to.

Mr. BARWICK: These proclamations and price regulation orders that are referred to in this document can be treated as before the Court.

HIS HONOR: Well, Mr. Mason, all the regulations and proclamations and orders referred to in this document will be considered to be before the Court and then, if you wish to refer me to any other regulations, orders, or proclamations, that can be done at any stage, during the hearing and Mr. Barwick will be in the same position. 20

Mr. MASON: Yes, Your Honor.

HIS HONOR: Perhaps this document had better be marked as an exhibit to identify it.

*Exhibit.* Exhibit 15.—Tabulation of Acts, Regulations, Orders, and Proclamations fixing prices of wheat and wheat products.

Mr. MASON: Then, Your Honor may recollect with regard to those documents produced by the State Department of Agriculture, Columns 1 to 5 have gone in for the three years and I indicated that I might want to put in the other remaining columns if any attack was going to be made on the export sales. Then, I tender the declaration under the Flour Tax Act. 30

*Exhibit.* Exhibit 16.—Declaration under the Flour Tax Act.

Mr. MASON: I tender a statement showing deliveries of Nelungaloo wheat to No. 9 pool and the total deliveries to No. 9 pool. It is a convenient summary, Mr. Barwick.

Mr. BARWICK: Do you mean by this, Mr. Mason, that up till the 1st December, 1945, 8,365,000 bushels of the 1945-46 crop had been delivered? 40

Mr. MASON: Yes, that is what I mean. Mr. Perrett will prove that.

Mr. BARWICK: Will you retain it until such time as it is proved?

Mr. MASON: I will put Mr. Perrett in the box now.

CHRISTOPHER JAMES PERRETT, recalled.

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Mr. MASON: Just look at that statement, will you? (*Statement passed to Witness.*) Tell me if it is correct?—A. I have not personally checked it up but it has been prepared and I am sure it is right.

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Q. What does the last column indicate?—A. The last column indicates the total quantity of wheat delivered by all growers in Australia up to these respective dates.

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Q. From the 1945-46 harvest?—A. I would like to make that subject to check from my own office to see if that is right. They might be deliveries  
10 from New South Wales as distinct from the whole of Australia.

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Q. But subject to that check, it does mean that is the amount either from New South Wales or from Australia up to those particular dates?—A. That is so.

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tion.

Q. Of the 1945-46 harvest?—A. Yes, that is what it means—one or the other.

Q. Would you mind showing that statement to His Honor? (*Statement passed to His Honor.*)

HIS HONOR: First of all, it is deliveries each fortnight by Nelungaloo.

Mr. MASON: Yes, then Your Honor sees the last column—that is  
20 the matter we have been debating, whether that figure represents New South Wales deliveries or the whole of Australia up to that date.

Mr. BARWICK: Into No. 9 pool.

HIS HONOR: That will be checked, Mr. Barwick.

*Exhibit.* Exhibit 17.—Statement showing deliveries of Nelungaloo Wheat to No. 9 pool and the total deliveries to No. 9 pool.

Mr. MASON: I also tender a statement based on Exhibit 8. Your Honor will remember the statement showing realisation and expenses. This is a statement having the same figures in it but carrying it through to Nelungaloo.

Mr. MASON: Take this in your hand. Are you familiar with it?  
30 —A. Yes.

Q. What does it represent?—A. It represents a dissection of the disposals ex Nelungaloo deliveries on the same proportion as the disposals in that statement you have there, Exhibit 8. In other words, what we have done is to allocate the Nelungaloo deliveries proportionately between local flour, breakfast foods, sundries, export foods and export flour in the same proportions as they have actually disposed of as per Exhibit 8, that is, as far as sales are concerned—as far as disposals are concerned. Then  
40 as far as the actual expenses are concerned, the actual freight is charged and the actual bagged wheat.

I tender that, if Your Honor pleases.

HIS HONOR: It may assist the Court, Mr. Barwick.

Mr. MASON: Would Your Honor delete "Export" from "Export Wheat Tax"? It is there three times at the top of each page.

*Exhibit.* Exhibit 18.—Realisation Statement (Bulk Basis) based upon deliveries by Nelungaloo Pty. Ltd.

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Mr. MASON : I have found the passage to which I was trying to recall the witness' attention in the evidence last night : it is page 96. The question by my learned friend was : " So thereafter there was no attempt " on the part of the Board to test the local market to see what was the " maximum sum which might be obtained for wheat for local gristing ? " The witness was chopped off in the middle of something. He said : " The Board knew." You have read this passage, Mr. Perrett ?—*A.* Yes.

*Q.* I draw your attention to your answer to the third question on page 96 and I want to ask you what it was you referred to that the Board knew ?

—*A.* The Board knew that it was Government policy to retain the price of flour on the basis of 5/2d. bagged wheat at the ports, and it did not matter to the Board in what fashion it received that 5/2d.—how much in wheat price and how much by way of flour tax, and all my remarks in relation to that particular section had that in mind only.

*Q.* That particular section of your evidence ?—*A.* Yes, my evidence on that particular section. That is what I had in the back of my mind, that the price was set and it did not matter to the Board whether it obtained 3/11½d. for its wheat and the balance of 1/- on the basis of Flour Tax collections, or whether it charged the full 5/2d. for the wheat.

*Q.* And no Flour Tax ?—*A.* And no Flour Tax.

20

*Q.* Yesterday you gave some answers to questions dealing with as a matter of administration and as a matter of convenience. In those answers to those questions were you dealing with Flour Tax ?—*A.* Solely Flour Tax.

*Q.* Was it necessary from the point of millers being able to conduct their business that there should be some stability in regard to Flour Tax ?—*A.* Definitely.

*Q.* Why was it necessary ? What would be the position of a miller if Flour Tax was varied from day to day ?—*A.* It would upset their quoting for flour. They would not know what actual price to quote for flour and for the tax separately, and it would cause a certain amount of upset in their accounting arrangements and the method of charging their customers.

*Q.* Supposing Flour Tax was a certain figure to-day and another figure to-morrow, they would not be able to buy wheat for the same price to-day as to-morrow ?—*A.* No, the price would be different by reason of that.

Further  
cross-  
examina-  
tion—

Mr. BARWICK : In regard to the last exhibit, Exhibit 18, the assumption upon which this computation is based, is that the wheat in fact delivered by the plaintiff was sold to the various purchasing groups at the same proportions as the whole crop was sold ?—*A.* That is so.

*Q.* From your records can you determine where in fact the wheat from Gunningbland and Nelungaloo went ?—*A.* Yes, the wheat as a whole.

*Q.* You are able to tell where in fact it went ?—*A.* Yes.

*Q.* What about stacks at Nelungaloo or Gunningbland ?—*A.* Yes. We could tell where they were directed.

*Q.* You could turn that up—where in fact they were directed ?—*A.* Yes.

*Q.* So instead of needing to go to any hypothetical assumption you

40



could in fact get down to an exact statement as to the actual destination of the plaintiff's wheat?—*A.* Yes.

*Q.* When you say in this statement: "Less rail freight deducted," you mean that is the freight rate applicable to a transit of wheat from either Gunningbland or Nelungaloo to the port of Sydney?—*A.* That is correct

*Q.* That is not as was suggested by Mr. Mason, the actual amount of freight paid to transit this wheat from Gunningbland or Nelungaloo to its actual point of destination?—*A.* No.

**HIS HONOR:** The witness cannot say that wheat either from the  
10 silo or the stacks actually went to the port of Sydney at the moment, but——

**Mr. MASON:** It really does not matter because a man has some wheat and has paid for it f.o.r.

**Mr. BARWICK:** This statement purports to follow out our actual realisations, but it is an admixture of assumption and an incorrect use of rail freight. (*To Witness*): You were asked some questions by my friend this morning as to what you intended to say at page 96. You remember after you said: "The Board knew" I interrupted you and asked whether the answer to my question was "Yes." You went on to say: "Yes. That is correct" and I asked: "The reason for this decision of the Board  
20 "to keep the price of wheat for local gristing at 3/11¼d. was related, I may "take it, to an endeavour to keep the price of bread at a particular figure "locally?" You said: "No." Do I understand you to say to-day that you fixed the price at 3/11¼d. for wheat for local gristing so as to conform to what you understood to be Government policy to keep the price of wheat at the equivalent of 5/2d. bagged basis Williamstown?  
—*A.* We kept the wheat price as I have explained.

*Q.* Do you think you could answer my question?

**HIS HONOR:** That is the way I understand his evidence, Mr. Barwick.

**Mr. BARWICK:** I thought I had given him the opportunity to say  
30 that.

**HIS HONOR:** You said the price of bread and that is why the witness said: "No, I think"; but I understand Mr. Perrett to mean that the price of wheat for local consumption was kept at a fixed price.

The **WITNESS:** That is so.

**HIS HONOR:** To 5/2d.—*A.* Yes.

*Q.* And it did not matter to you whether you got it from the price of wheat plus tax in any proportions so long as the total was 5/2d.? —*A.* That is so.

**Mr. BARWICK:** But the 5/2d. is a figure selected by the Board in  
40 order to conform to what it thought was Government policy, as it were, pegged in price at 5/2d. on the basis of bagged wheat f.o.r. Williamstown?  
—*A.* The Board selected that because it understood it was Government policy to fix the price of flour on the 5/2d.

*Q.* One other question, which does not arise out of what you have been asked. Do you remember my suggesting to you yesterday that the United Kingdom Authorities would have taken much more wheat than in fact

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*continued.*

the Board did export to the U.K. Authorities in 1946, and you agreed with me?—*A.* Yes.

*Q.* You would know, would you not, that that purchasing authority—I think you call it the U.K. Food Council?—*A.* It is the U.K. Ministry of Food.

*Q.* That they did in fact purchase a very large quantity of wheat from Argentine in the year 1946?—*A.* Yes, they did.

*Q.* And paid up to £1 Australian per bushel for it in that year?—*A.* That is right. The Argentine held a gun to their head.

*Q.* There were some things I asked you to look up for me?—*A.* The 10 contracts made from 1st November to April 30th?

*Q.* That is right?—*A.* I have set them out. I have shown full details of them.

*Mr. BARWICK:* I will see if I will accept that as an answer. In the figures with respect to flour, did the Board itself contract to sell and deliver flour?—*A.* Yes. What we do there is to make the contract for export flour. We sell the wheat to the mills and buy the flour back from the mills to fulfil those contracts.

*Q.* You sell to the mills at what price?—*A.* We actually sell wheat to the mills at 4/3d. per bushel, that is for export, and we buy the flour 20 back from the mills at a price based upon that 4/3d. We sell the flour for whatever price we can get for it.

*Q.* You have your flour price converted to bushels so much Australian?—*A.* Yes.

*Q.* On what footing is that conversion made?—*A.* You have here so many tons at 406/7 sterling for a full 2,240 lbs. You have converted that to 9/6d. Australian?—*A.* Actually the conversion is the other way. We say wheat price is 9/6d. and we calculate from the 9/6d. our export price for flour.

*Q.* On the basis of what it cost to the miller?—*A.* Yes, taking into 30 consideration milling costs, margins and so on.

*Q.* But the contract to a foreign purchaser is made on the basis of flour?—*A.* We sell him flour.

*Q.* And you quote him a price for flour, short or long ton, as the case may be?—*A.* Yes, and we base the flour price on the current price for wheat.

*Q.* Whichever way the conversion is made, it is the same thing?—*A.* Yes.

*Q.* What are the factors in the conversion? You have flour prices, and working it backwards, what do you take off that price in order to work 40 back to your wheat price?—*A.* There is a formula for it, 48 bushels of wheat to make a ton of flour, a short ton.

*Q.* How many for a long ton?—*A.* Roughly about 52½ bushels. We always work on a short ton basis. It takes 48 bushels to make a short ton of flour, and out of that 48 bushels we get 2,000 lbs. of flour and 880 lbs. of offals. The mills sell the offals themselves on the local market and a deduction is made from that calculation, 48 bushels at the current price

less 880 lbs. of offal at, say, £6 per ton, and then we add on the milling costs and milling margins.

*Q.* Are they estimated or actual figures?—*A.* Actual figures. They conform to the milling margin which we allow to the millers for manufacturing the flour.

*Q.* That is the way you get back to the flour price?—*A.* Yes.

*Q.* If you will look at the 23rd November, 1945, on this sheet, you sold wheat for 9/8½d. a bushel Australian. Ten days earlier, 13th November, 1945, you sold flour, and had it in here at 9/6d. Australian, a difference of 10 2½d. in the wheat price. You had a wheat sale on the 13th at 9/8½d. In here you have your wheat price 9/6d. ?—*A.* They were different destinations and we were able to get an extra 2½d. for the wheat.

*Q.* One is South Africa and the other Ceylon and China?—*A.* Yes.

*Q.* Would that make a difference of 2½d.?—*A.* It might. We get the best price we can for our export sales.

*Q.* You do not know the precise explanation for that apparent disparity?—*A.* Not at present. It may be that it is bagged wheat—9/8½d. I am not sure as to that, and will have to check it up. Does it say?

*Q.* No. It says here, "B" for bagged wheat, but no "B" is indicated.

20 It is handwritten on this document?—*A.* I have written it on the top

*Q.* You have "S" for silo, "B" for bagged wheat, "L.T." for long ton, and "S.T." for short ton. In respect of the 9/8½d., I do not see an indication as to whether it is bagged or silo?—*A.* No.

*Q.* On the 4th December, there are 50,000 tons to India and you show 9/5¾d. for silo wheat, and for Indo-China, flour 9/6d. In that case, it corresponds. You do not know at this stage what the variation is?—*A.* No.

HIS HONOR: It is a very small difference.

30 Mr. BARWICK: Whether it was associated with the formula used to convert?—*A.* That would not be the reason.

*Q.* You say these flour prices are from quotations of wheat?—*A.* Yes.

*Q.* Perhaps that could be used as the answer to my question?

HIS HONOR: It will go in as an exhibit.

*Exhibit.* Exhibit "F"—Contract of the Board made from 1st November, 1945, to 30th April, 1946.

Mr. BARWICK: You can take it from me that I do not quarrel with the export prices.

Mr. MASON: I would like it noted.

40 HIS HONOR: Mr. Barwick informs Mr. Mason that he does not quarrel with the export prices obtained by the Board for wheat.

Mr. BARWICK: What is the next thing that you have there for me?—*A.* You asked me for the exports each fortnight for November and December and up to March. I actually have the exports from January to March fortnightly, but those from November I will have to get from Melbourne office.

*Q.* You have some in one document, and some in another. May I read these as his answer? Are these the deliveries of wheat and the flour

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expressed in terms of bushels of wheat for the fortnights ending on the respective dates I shall read ?—*A.* Yes.

Fortnight ending	3rd November, 1945,	wheat nil ; flour, in terms of bushels of wheat, 84,857 bushels.	
„	„ 17th November, 1945,	wheat nil ; flour, 47,514 bushels.	
„	„ 1st December, 1945,	wheat nil ; flour, 33,860 bushels.	
„	„ 15th December, 1945,	wheat 75 bushels. flour 1,178,257 bushels.	10
„	„ 29th December, 1945,	wheat 242,513 bushels ; flour 996,602 bushels.	

Mr. BARWICK : Will you continue on into January, 1946, in the same way ?

HIS HONOR : What deliveries are these ?

Mr. BARWICK : The export deliveries in those fortnights ?—*A.* Actual shipments : they are—

Fortnight ending	11th January, 1946,	wheat 243,000 bushels ; flour, 171,000 bushels.	20
„	„ 25th January, 1946,	wheat 92,000 bushels ; flour 783,000 bushels.	
„	„ 8th February, 1946,	wheat Nil. flour 1,594,000 bushels.	
„	„ 22nd February, 1946,	wheat 1,050,000 bushels ; flour 1,169,000 bushels ;	
„	„ 8th March, 1946,	wheat 1,350,000 bushels ; flour 1,850,000 bushels.	
„	„ 22nd March, 1946	wheat 410,000 bushels ; flour 1,584,000 bushels.	30

That is to the end of March.

Q. There was other material I asked you to get ?—*A.* Yes, you asked me to get the silo costs involved—

Q. In the intake and discharge ?—*A.* Yes. I have not got them yet, but have been in touch with Melbourne office. They are practically the same as the other, less—

Q. Less than pre-war ?—*A.* Less than the figures shown in the statement.

Q. As the wheat handling charge ?—*A.* Yes.

HIS HONOR : Do you mean in the earlier part of the year ? 40

Mr. BARWICK : Over all. He says if one takes Exhibit "A," the silo charges for intake and discharge, it is substantially 2d. a bushel ?—*A.* That is right.

Mr. BARWICK : It is shown on the second sheet as 2.1d. per bushel, in other words slightly less, 2d. would be right ?—*A.* Yes.

Q. The bulk handling as compared with silo handling is just a fraction dearer ?—*A.* In that particular year.

Q. Will you look up the records so as to be able to tell us the destinations of the wheat bagged and silo from Nelungaloo and Gunningbland?—A. Yes. I have them here.

Q. Is it in tabulated form? May I see it?—A. Yes. (*Handing sheet to Counsel.*) It does not show the actual destinations, it shows the quantity sent to the mill and to produce trade, depots and to the ports but not the actual destination.

Q. This will suffice without troubling about the actual point of destination. This schedule shows the number of trucks that went to the mills, the number that went to the produce trade and the number that went to depots in relation to bagged wheat?—A. Yes.

Q. What was the significance of the depots?—A. The depots would be either at the abattoirs or Spring Hill.

Q. Then out of that it may go abroad but it cannot be named?—A. No.

Q. Then in bulk you have the amount that went to the mills and the amount that went to the ports?—A. Yes, but with regard to the wheat that went to ports it is not necessarily exported because there are 5 or 6 mills in the city which have no railway siding and they take delivery from the terminal silo.

Q. That schedule can be used as his answer Your Honor.

HIS HONOR: Yes. I do not know what effect it has on Exhibit 18.

Mr. MASON: I have no objection, Your Honor.

Mr. BARWICK: This is both Nelungaloo and Gunningbland?—A. Yes.

*Exhibit.* Exhibit "G"—Schedule showing quantity of wheat, bagged and silo sent to mills, produce trade, depots and ports.

Mr. BARWICK: I think that concludes all the material you were to supply?—A. I think so.

30 Mr. MASON: With regard to those exports each fortnight that you gave my friend commencing from the 3rd November, 1945, can you say whether any of that wheat which was exported was No. 9 pool wheat?—A. Up to the end of December or do you mean also the quantities which were exported?

Mr. MASON: Perhaps I should first tender this sheet as an exhibit.

*Exhibit.* Exhibit 19.—Schedule of fortnightly exports beginning in November 1945 and ending on the 22nd March 1946, both wheat and flour, containing the figures already given by Mr. Perrett in evidence.

40 Mr. MASON: The figures have gone into the notes. (*To Witness*): Can you tell His Honor whether any of that wheat appearing on this sheet was the 1945-46 harvest?—A. Most of it would be 1945-46.

Q. Where do you think it would start? It would not be November, 1945?—A. No, there were no exports until—

Q. When was the first export of wheat?—A. The fortnight ending 15th December, 75 bushels, would be old season's wheat.

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Further re-examined

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Q. 29th December, 242,513 bushels of wheat?—A. I would not be sure about that, whether it was old or new. I have an idea it may have been old season's wheat from Western Australia.

Q. 11th January, 243,000 bushels?—A. The same remarks apply. I would not be sure.

Q. Can you be definite with regard to any of these figures that some of it would be new season's wheat?—A. I would say all that exported from the fortnight ending 22nd February would be new season's wheat, but that is also subject to check.

Q. Tell me the position with regard to flour?—A. With regard to flour I would say that the whole of the figures shown up to 29th December would be old season's wheat and that would have been exported from South Australia and Western Australia where, during that year we had fair stocks of wheat and we exported it from those two States to New South Wales and Victoria. We kept the mills in the West and South going two shifts, which provided some flour for export. Those were the only States from which exports were made.

Q. So you would say to what date it was old season's wheat?—A. I would say to the end of the year anyway.

Q. Can you be sure of the flour after the entry of the 11th January?—A. I could not be sure of that particular one.

Q. Is there any item of flour you can be sure about?—A. Also subject to checking, I would say the exports of flour from 8th February onwards would be new season's wheat including 8th February.

Q. Subject to checking you think those were new season's wheat?—A. Yes.

Q. With that exception it is old season's wheat?—A. I think so.

HIS HONOR: Is Mr. Perrett going to check this?

Mr. BARWICK: I am content to leave it as it is.

Mr. MASON: I am content.

HIS HONOR: At the present moment the evidence means nothing because it is subject to checking.

Mr. MASON: Then we will have it checked. Mr. Barwick, do you want him to come back and say that he has checked it?

Mr. BARWICK: I do not particularly want it.

HIS HONOR: You will take a letter under Mr. Perrett's hand?

Mr. BARWICK: Yes.

Mr. MASON: If he is here we will bring him back but if he is not a letter will suffice.

(The Witness withdrew.)

CLARENCE ARTHUR WHITE, Sworn.

Clarence  
Arthur  
White.  
Examina-  
tion.

Mr. MASON: Your full name is Clarence Arthur White?—A. Yes.

Q. And you are Chairman of Directors and General Manager of Gartrell White Ltd.?—A. Yes.

Q. And they are bakers and pastrycooks?—A. Yes.

- Q. And your Company was also conducting a flour mill under the name of the Namoi Flour Milling Coy. ?—A. Namoi Milling Company Pty. Ltd.
- Q. And you were the Chairman of Directors of that Company ?—A. Yes.
- Q. Are you still Chairman of Directors ?—A. We sold out on 1st June of this year.
- Q. How long was that milling company operating ?—A. 25 years.
- Q. And Gartrell White, of course, is a well established business of many years standing ?—A. Yes.
- Q. And you have been Chairman of Directors and General Manager for a great number of years ?—A. I have been General Manager for 30 years and Chairman of Directors since 1940.
- Q. The Namoi Milling Coy. was a member of the Flour Mill Owners' Asscn. ?—A. Yes.
- Q. And you have attended meetings of that association from time to time ?—A. Yes.
- Q. And I suppose amongst other things they discussed the price of flour at different times ?—A. Yes.
- Q. Now, flour at one time was £12/10/- a ton ?—A. Yes, round about £12/10/- after the flour tax went on in December 1938.
- Q. Is that a short ton or a long ton ?—A. A short ton.
- Q. And it continued at that price until November 1941 ?—A. On November 14th, 1941 it went up to £12/13/-.
- Q. And it has continued at that price ever since November 1941 up till this year, 1947 ?—A. November 1946. 3/2d. went on to flour in connection with the price of bags. It did not alter the actual price of flour ; there was an increase in the price of bags, and another increase was made on the 1st of this month.
- Q. And there has been no alteration except to the extent you have mentioned, although, I suppose you have interviewed the Prices Commissioner from time to time ?—A. The flour mill owners have tried to get an increase in price from time to time—quite a number of times.
- Q. And I suppose you have seen the price of wheat overseas at different times ?—A. Yes.
- Q. Now, in February 1943 the Namoi Company was selling flour at that figure you have mentioned of £12/13/- a ton ?—A. Yes.
- Q. And Gartrell, White Ltd. was buying flour at that figure from not only the Namoi Company, but from about ten other mills ?—A. Yes, a number of mills—maybe more than ten.
- Q. And that has been the position ever since February 1943 up till this change you have mentioned this year ?—A. Yes.
- Q. I want to take you now to the price of bread. The price of bread at the outbreak of war ranged from 5½d. to 6½d. ?—A. It is 5½d. over the counter in the inner area and 6½d. delivered in the other area.
- HIS HONOR : This is in the Metropolitan area ?—A. Yes.
- Mr. MASON : You believe it was a fixed price, but those were

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- universal prices?—*A.* Actually, in 1943 it was the price fixed by the Prices Commissioner.
- Q.* Sydney inner area 5¼d. over the counter and 6¼d. delivered?—*A.* Not in 1943—at the outbreak of war.
- Q.* Now, the outer Sydney area, 5¾d. over the counter and 6¼d. delivered?—*A.* 6¼d. off the cart at that time.
- Q.* North Sydney and further outlying area 6d. over the counter and 6½d. delivered.
- Q.* Those prices continued until June 1942 when zoning was introduced?—*A.* Yes. 10
- Q.* And prices were then altered by Price Regulation 747 issued by the Prices Commissioner?—*A.* Yes.
- Q.* And the prices then became: Sydney inner area 5¼d. over the counter; 5¾d. delivered?—*A.* Yes.
- Q.* Outer and North Sydney 5½d. over the counter and 6d. delivered?—*A.* Yes.
- Q.* Further outlying area 5½d. over the counter and 6¼d. delivered?—*A.* Yes.
- Q.* Your Company observed these prices and they still prevail?—*A.* Yes. 20
- Q.* Towards the end of 1938 or early 1939 the price of wheat, flour and bread was stabilised?—*A.* Yes, in December 1938.
- Mr. BARWICK: You mean by legislation?—*A.* Flour Tax was put on to flour and after a lot of argument and discussion with the Government the price of bread was fixed and the price of flour was fixed.
- HIS HONOR: When you say "with the Government," do you mean one Government or more?—*A.* With the Stevens Government. A proclamation was made actually for the price over the counter in the inner area and the bakers were not in agreement with the Government.
- Q.* The bakers wanted a bit more?—*A.* I do not want to discuss it 30 but it was a vindictive action—
- Q.* You need not answer the question.
- Mr. MASON: The flour tax varied as the wheat price varied?—*A.* Yes, at that time the price of flour was a fixture and it went up and down with the flour tax and wheat.
- Q.* The result of the variation in the flour tax and the variation in the wheat price was that the price of flour sold by the miller—the cost thereof paid by the baker—remained constant?—*A.* Yes.
- Q.* This constant price of £12/13/- a ton was related to the total paid by the miller for wheat and flour tax which equalled 5/2d. per bushel 40 bagged?—*A.* Yes.
- Q.* Or 4/11d. bulk?—*A.* Yes.
- Q.* During that period the average price of bread was about 6d. a loaf?—*A.* Yes, a rough average of 6d.
- HIS HONOR: Where do you mean, in the Metropolitan area?
- Mr. MASON: On those figures he has given, yes Your Honor. I am dealing with the Sydney inner area, the Sydney outer area and north Sydney



and outlying areas, but in country districts, of course, there were special fixtures of the price of bread?—*A.* The Prices Commissioner fixed the price in almost every big town in comparison with the Sydney prices.

*Q.* But all, of course, based on different expenditure involved?—*A.* Some towns do not deliver at all and some towns have long deliveries and every town was investigated by the Prices Commissioner and the price was fixed in nearly all towns.

*Q.* But there was that constant price for flour right throughout?—*A.* Yes.

10 *Q.* That £12/13/- a ton, was that f.o.r. Sydney?—*A.* No, that is in store Sydney.

*Q.* The amount of bread obtained from a ton of flour is constant at 1,350 loaves out of each ton?—*A.* That is the finding of the Kinsella Commission.

*Q.* And you agree with that?—*A.* Yes, it was my evidence actually.

*Q.* The price of flour is the biggest single cost of making bread?—*A.* Yes.

*Q.* Every £1/8/0½ on the price of flour is equal to one farthing on the price of bread?—*A.* Yes there are 1,350 farthings in £1/8/0½.

20 *Q.* The amount of flour obtained from a given quantity of wheat is fairly constant?—*A.* Yes.

*Q.* About 48 bushels of wheat equals about one short ton of flour?—*A.* Yes.

*Q.* The price of wheat is the biggest single cost in the production of flour?—*A.* Yes.

*Q.* Sevenpence a bushel on wheat equals £1/8/- per ton of flour and equals one farthing in the loaf?—*A.* Yes.

*Q.* These proportions that have been given to His Honor are recognised in the trade and have general application?—*A.* Yes.

30 *Q.* What would be the position of a miller in 1945 if the flour tax varied from day to day?—*A.* You could not carry on. That did happen in 1938 and 1939. The flour tax was up and down and there was constant chaos; nobody knew where they were.

*Q.* Now as a miller and pastrycook?—*A.* I am not a miller.

*Q.* But you were?—*A.* Yes.

40 *Q.* I want to put this position to you as a baker: supposing the price of wheat had gone up in Sydney 1945, we will say, to 6/- bushel, what would have happened to Gartrell, White?—*A.* A different price of bread would have been absolutely necessary. We could not have carried on with the fixed price.

*Q.* You would have had to alter the fixed price?—*A.* Yes.

Mr. BARWICK: There is nothing dreadful about that.

Mr. MASON: But it is not the law of the land.

Mr. BARWICK: Is this correct, Mr. White? Assume you relate the price of bread to a figure of 5/2d. for bagged wheat f.o.r. Williamstown?—*A.* Yes.

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ination

Q. And you then increase the price of bagged wheat f.o.r. Willaimstown to 7/6d. That would be expressed in the price of a loaf of bread by an increase of 1d. Would you agree with that?—A. Sevenpence a bushel is a farthing, then you put on 2/4d.—yes, that would put a penny on it.

Q. The millers, of course, apart from legislative interference or control have to follow export parity in buying their wheat?—A. I do not think so at the present time.

Q. No, not at the present time. I said, "apart from control"?—A. Apart from control, yes.

Q. And the situation that my friend has just put to you can be put this way: that if the miller has to follow export parity for his wheat, then he would need a subsidy if the Government wanted to keep the price of bread at its existing level or the price of bread would go up?—A. Yes. 10

Q. The price of wheat, of course, has been over 5/2d. in the past?—A. Yes.

Q. And the miller has had to pay the export parity for it?—A. Not too often.

Q. But it has happened?—A. During the last war—I think that was the only time.

Q. And the price of bread went up, I think?—A. With great distress to everybody. It actually did not go up because the people would not pay it. 20

Mr. MASON: You mean the 1914–18 war?—A. Yes. Bread got up to 7d. a loaf and the public made such a fuss that it had to come down again and the baker had to take it all.

(The Witness withdrew.)

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James  
Perrett  
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tion.

CHRISTOPHER JAMES PERRETT, recalled.

Mr. MASON: I hand you Exhibit 19. You are on your former oath. You were asked if you could say which was old season's wheat and which was new season's wheat. Could you tell His Honor the result of the investigation you have made since giving your evidence?—A. The information which I gave previously when questioned on this matter was correct except that the 93,000 bushels exported during the fortnight ending January 25th was new season's wheat. Apart from that, what I said was approximately correct. 30

HIS HONOR: I think Mr. Barwick did ask you for some other figures as to where the wheat was in fact sent from Gunningbland.

Mr. BARWICK: He gave me that.

Mr. MASON: You know those Reuter's quotations that were tendered in evidence—produced by the State Department of Agriculture?—A. Yes. 40

Q. Showing certain figures as the quotations for Australian wheat f.o.b.?—A. Yes.

Q. Those are in fact the actual sales of Australian wheat that were made by the Wheat Board?—A. Sales were made at those prices.

Q. And Reuter's get that information from your London office ?—  
A. Yes.

Q. Then they send it out to you ?—A. It is put in their daily telegram from London and circulated amongst the trade and we secure copies.

Q. And they represent actual sales made by the Board ?—A. Yes.

(The Witness withdrew.)

HIS HONOR : I shall reserve my decision in this matter.

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10

NELUNGALOO PTY. LTD.

— v. —

THE COMMONWEALTH OF AUSTRALIA AND OTHERS

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JUDGMENT.

The Plaintiff is a company incorporated according to the laws of New South Wales which owns a farm at Nelungaloo in the county of Ashburnham in the State of New South Wales on which it grows wheat. It was the holder of a growers licence under the National Security (Wheat Industry Stabilisation) Regulations for the crop of wheat to be produced in the year 1945-46. The Defendant, The Australian Wheat Board, is a body which is incorporated by the National Security (Wheat Acquisition) Regulations. The crop grown by the Plaintiff pursuant to the licence was delivered to the Australian Wheat Board in accordance with these regulations partly at Nelungaloo and partly at Gunningbland in the months of November and December 1945 and January 1946. It consisted of 3,786·20 bushels of f.a.q. wheat delivered to the silos, and 10,498·50 bushels of bagged f.a.q. wheat delivered to the sidings at these places.

The Plaintiff claims the sum of £6,559-11-4; being the sum of £7,095-5-1 at the rate of nine shillings and ninepence per bushel for bulk wheat, and ten shillings per bushel for bagged wheat less rail and handling charges at ninepence per bushel, amounting to £539-13-9, either as compensation for the acquisition of the wheat by the Commonwealth, or if the wheat was not validly acquired, as damages for the conversion of

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the wheat by the Australian Wheat Board as the agents of the Commonwealth. The Plaintiff admits the receipt of advances under reg. 28 of the National Security (Wheat Acquisition) Regulations amounting to £3,441-10-1, so that the balance claimed is £3,118-1-3. The Statement of Claim contains a further count claiming the same sum from the Commonwealth as the fair market value of the wheat sold by the Plaintiff to the Commonwealth, but no evidence was offered in support of this count and it was not pressed.

The Commonwealth purported to acquire the wheat pursuant to an order published on 16th November 1939 made by the then Minister of State for Commerce under the authority of Regulation 14 of the Wheat Acquisition Regulations. The order, the full text of which appears in the Statement of Claim, related to wheat which had already been harvested and wheat to be harvested in the future. In this action I am only concerned with paragraph (b) of the order by which, with certain immaterial exceptions, the Commonwealth purported to acquire all wheat which is harvested in Australia on or after the date of the publication of the order in the Gazette. The Plaintiff claims that the taking of its wheat of the 1945-46 crop was tortious, because this paragraph of the order was not authorised by Regulation 14. The Plaintiff commenced its action on 24th July 1946. The Statement of Claim was filed on 9th September 1946. The Wheat Acquisition Regulations were made under the authority of the National Security Act 1939. The National Security Act 1946 provided for the termination of the principal Act on 31st December 1946, so that, apart from further legislation, the Wheat Acquisition Regulations would have expired on that date. But by the Defence Transitional Provisions Act 1946, these regulations were continued in force until 31st December 1947. Further, the Wheat Industry Stabilisation Act 1946, assented to on 9th August 1946 (as amended by the Wheat Industry Stabilisation Act (No. 2) 1946, assented to on 14th December 1946) provided in Section 11 that, subject to this Act, the National Security (Wheat Acquisition) Regulations shall, by force of this Act, insofar as they relate to wheat harvested in any season up to and inclusive of the 1946-47 season, continue in force until such date as is fixed by proclamation, and shall during such continuance, have the force of law. But Section 2 of the principal Act provides that the several sections of the Act shall commence on such dates as are respectively fixed by proclamation and I was not referred to any proclamation of this section. Section 2 however, of the Amending Act provides that it shall come into operation on the day on which it receives the Royal Assent, and Section 11 of this Act provides that :—

“ The order made by the Minister of State for Commerce  
“ under regulation fourteen of the National Security (Wheat  
“ Acquisition) Regulations and published in the Gazette on the  
“ sixteenth day of November, One thousand nine hundred and  
“ thirty-nine, shall be deemed to be, and at all times to have  
“ been, fully authorised by that regulation, and shall have, and

“ be deemed to have had, full force and effect according to its  
 “ tenour in respect of wheat harvested in any wheat season up to  
 “ and including the 1946–47 season.”

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The Plaintiff contends that the relevant portion of the order of  
 16th November 1939 was not authorised by Regulation 14 of the Wheat  
 Acquisition Regulations, and that if the order was not so authorised  
 Section 11 of the Wheat Industry Stabilisation Act (No. 2) was not effective  
 to cure the defect. The Plaintiff claims the same amount of damages for  
 10 tort as it claims for compensation, but contends that it is necessary to  
 decide whether the taking of the wheat was tortious or not because, if the  
 acquisition was lawful, the Plaintiff is liable, to be taxed under the Wheat  
 Tax Act, 1946 (if valid), whereas if the taking was unlawful, the Plaintiff  
 would escape this tax (at least until such time as an equivalent tax was  
 substituted for it.)

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I think that it is convenient to dispose of these contentions at this  
 stage. In my opinion, they both fail. Regulation 14 of the Wheat  
 Acquisition Regulations provides that :—

“ For securing the public safety and the defence of the  
 “ Commonwealth and the Territories of the Commonwealth, for  
 20 “ the efficient prosecution of the war, and for maintaining supplies  
 “ and services essential to the life of the community, the Minister  
 “ may, from time to time, by order published in the Gazette,  
 “ make provision for the acquisition by the Commonwealth of any  
 “ wheat described in the order, and that wheat shall, by force  
 “ of and in accordance with the provisions of the order become  
 “ the absolute property of the Commonwealth, freed from all  
 “ mortgages, charges, liens, pledges, interests and trusts affecting  
 “ that wheat, and the rights and interests of every person in that  
 “ wheat (including any rights or interests arising in respect of  
 30 “ any moneys advanced in respect of that wheat) are hereby  
 “ converted into claims for compensation.”

Regulation 15 of these regulations provides that :—

“ All persons having wheat acquired by the Commonwealth  
 “ in their possession, control or disposal on the date of the  
 “ publication of an order describing that wheat shall, within  
 “ fourteen days of that publication, furnish to the Board a return  
 “ in accordance with Form A in the Schedule to these Regulations.”

I agree with the submission that Regulation 15 can only apply to  
 wheat in existence at the date of the publication of an order of acquisition  
 40 made under Regulation 14. But I do not agree that, as a consequence  
 Regulation 14 means that the Minister is only authorised to make orders  
 acquiring wheat already in existence. Wheat of any particular season is  
 harvested in different parts of Australia in different months, so that, if  
 this is the true meaning of Regulation 14, the Minister in each season  
 would have to make a number of successive orders or wait until the whole

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of the wheat had been harvested. Regulation 14 authorises the Minister to make orders for acquisition from time to time so that he is authorised to make a number of orders. It also authorises the Minister to acquire any wheat described in the order thus enabling him to acquire wheat by a general or specific description. *Victorian Chamber of Manufacturers v. The Commonwealth* 67 C.L.R. 335. There is nothing in the regulation to limit the authority of the Minister to making orders acquiring wheat already in existence. In my opinion, the regulation is wide enough to authorise him to make an order acquiring all or any specific wheat already harvested, or all or any specific wheat to be harvested in the future. If the order relates to wheat of a future harvest, Regulation 15 would not be applicable. But the quantity of wheat to be harvested in the future is no doubt capable of expert estimation, and the delivery to the Commonwealth of the wheat when actually harvested is amply safeguarded by the provisions of Regulations 16, 17 and 18. 10

Assuming however, that this construction of Regulation 14 is wrong, I am of opinion that the original invalidity of the order was cured by Section 11 of the Wheat Industry Stabilisation Act (No. 2). It was contended that this section infringes the judicial power because it does not amend the law prospectively but attempts to prescribe the construction to be placed upon an existing law by the courts, and the determination of the meaning of a statute is of the essence of judicial power. The result of this contention, if sound, would be that the Commonwealth Parliament has no power to pass a declaratory statute which only has a retrospective operation. I cannot agree with this contention. It was well within the ambit of the defence power for the Commonwealth Parliament, subject to complying with Section 51 (xxxi) of the Constitution, to acquire all wheat harvested in Australia during hostilities or their aftermath as a means of prosecuting and winding up the war. The order of 16th November 1939 was made to give effect to this legislative purpose, and to authorise the Commonwealth lawfully to acquire the wheat of the 1939-1940 harvest and subsequent harvests. Later it was contended that Regulation 14 was not wide enough to authorise the order under which the Commonwealth believed that it was authorised to act. It is trite law that the powers conferred upon the Commonwealth Parliament by Section 51 of the Constitution are plenary powers of legislation, as large, and of the same nature, as those of the Imperial Parliament itself. *R. v. Burah* 3 A.C., at p. 914. 20 30

The plenary nature of these powers includes the power to legislate retrospectively as well as prospectively. *Millner v. Raith* 66 C.L.R.1. Some limitation is placed upon the power to legislate retrospectively by Section 48 of the Acts Interpretation Act 1901-1941 where the legislation is by regulation. But Section 11 of the Wheat Industry Stabilisation Act (No. 2) is part of a Statute of the Commonwealth Parliament and is therefore not subject to Section 48. Possibly it would have been preferable to have amended Regulation 14 by inserting the necessary words to make it clear that the Minister was authorised *ab initio* to make the order of 40

16th November 1939. But this is in substance the effect of the first limb of the section, and in case this limb fails, the second limb gives the language of the order statutory force and effect and makes this force and effect retrospective to 16th November 1939.

It was also contended that the operation of Section 11 is to divest a wheat grower of a vested right of action in tort against the Commonwealth, and that the section is not a valid exercise of the defence power, because legislation passed at the end of the year 1946 for the protection of the Commonwealth against rights of action which had already accrued could have no connection with the defence of the Commonwealth. But it was decided in *Werrin v. The Commonwealth* 59 C.L.R. 150 that the Commonwealth Parliament can exercise legislative control over such causes of action. The only difference between *Werrin's* case and the present case is that the Commonwealth Parliament was there legislating under the taxation power, which is a power with a constant ambit, whereas the ambit of the defence power fluctuates between a very wide ambit during hostilities, and a comparatively narrow ambit in peace time. Section 11 was enacted on 14th December 1946. In several recent judgments of this Court, it has been pointed out that the contraction of the ambit of the defence power after hostilities is a gradual process. One of the most serious consequences of the recent hostilities is an acute shortage of food in many parts of the world. Wheat is the most important ingredient in bread, which is one of the staple foods, so that the ambit of the defence power in relation to the acquisition of wheat was still very wide at the end of 1946. But in any event, I think that the Commonwealth Parliament is authorised under the defence power at any future time to legislate retrospectively with respect to past occurrences where the ambit of the power would have been wide enough at the time of such occurrences to enable similar legislation to have been then passed having a prospective operation. Otherwise the Commonwealth Parliament, after the cessation of hostilities, could not pass an ordinary Indemnity Act indemnifying its subjects against the consequences of *bona fide* acts unlawfully done in the prosecution of the war.

For these reasons I am of opinion that the acquisition of the Plaintiff's wheat by the Commonwealth was lawful, and its only cause of action is a claim for compensation under the Wheat Acquisition Regulations. Regulation 14 provides that the property of the Plaintiff in its wheat is converted into a claim for compensation. Regulation 19 provides a method of determination of the amount of compensation. Regulations 14 and 19 give similar rights to compensation to those conferred by Regulations 12 and 17 of the National Security (Apple & Pear Acquisition) Regulations which were construed by this Court in *Andrews v. Howell* 65 C.L.R. 255 and *Tonking's* case 66 C.L.R. 77. It was held in the latter case that Regulations 12 and 17 provided two alternative means of assessing the compensation, the one by action in the courts under Regulation 12, and the other by the administrative means provided by Regulation 17. The present action is to enforce a right of compensation conferred upon the

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Plaintiff by Regulation 14 similar to the right of action conferred upon the plaintiff in *Tonking's* case by Regulation 12. The Commonwealth is a Defendant to the action so that this Court has original jurisdiction under Section 75 (iii) of the Constitution. Section 51 (xxxi) of the Constitution provides that the Commonwealth Parliament may make laws with respect to the acquisition of property on just terms from any State or person for any purpose in respect of which the Parliament has power to make laws. This placitum does not of itself give a right of action for compensation. But it requires that when a law of the Commonwealth provides for the acquisition of property, it must also provide for just compensation, otherwise the acquisition will be unlawful. The provisions of each law must be judged on their merits. The placitum does not mean that these provisions must necessarily comply in every respect with the principles of the common law relating to the assessment of compensation for the compulsory acquisition of property. But Regulation 14 of the Wheat Acquisition Regulations simply converts the interest of the grower in the wheat into a claim for compensation. It does not seek to alter the common law principles in any respect. These principles are therefore applicable to the present action. 10

The right to compensation arises at the moment of acquisition. If the property acquired is an ordinary commodity which is being bought and sold in the market “The value of any such articles at any particular time can readily be ascertained by the prices being obtained for similar articles in the market.” *Vyricherla's* case 1939 A.C. 302 at p. 312. Australian wheat is an ordinary commodity of trade and commerce which before the outbreak of war was being bought and sold in the market for local use and for export. The price obtained was usually the same whether the wheat was bought for local use or for export, except where the export market was firm and rising, in which case the local merchants often had to pay up to a penny a bushel more than the export price. But since the outbreak of war the Commonwealth has acquired all the Australian wheat under the provisions of the Wheat Acquisition Regulations, and disposed of the whole crop through the Australian Wheat Board. The policy of the Board has been to sell locally that portion of each crop (usually about half) required for home consumption and to sell the balance for export through its London agents. In November and December 1945 and January 1946, therefore, when the Plaintiff's wheat of the 1945–46 season was acquired, there was no ordinary Australian market for the sale of wheat either for local use or for export. Certain records were produced on subpoena *duces tecum* from the N.S.W. Department of Agriculture which purported to give the prices quoted on the English market at the selling centre in London for Australian wheat f.o.b. Australian ports for the period commencing on 2nd January 1942 and ending on 31st December 1946. The first and fifth columns of these records were admitted by agreement of the parties, subject to relevance, as evidence of their contents. At first I was under the impression that these were quotations of buyers in London of the prices at which they were prepared to purchase Australian wheat. But the 20 30 40



Australian Wheat Board were the only sellers of Australian wheat for export during this period, and it later appeared that these figures were simply quotations of the prices at which the Board from time to time entered into contracts for the sale of Australian wheat. If they had been quotations of ordinary buyers, the question would have arisen whether they were evidence of the market value of Australian wheat.

It has been held in this Court in the case of land, that the only admissible evidence of collateral facts affecting value is that of concluded contracts, *McDonald v. Deputy Federal Commissioner of Land Tax (N.S.W.)* 20 C.L.R. 231. But in England, in the case of the *Cygnus* reported in Roscoe "the measure of damages in maritime collisions," 3rd ed., p. 154, Gorell Barnes, J. admitted and acted upon evidence of offers to purchase in a collision case. It would seem that evidence of offers is admitted in England. For instance, in *Waters v. Thorn*, 22 B. 547 : 52 E.R. 1219 at p. 537, Lord Romilly said : "The test to which this Court looks with the "greatest confidence, viz. : the price actually bid at a sale by auction, "or the offer of a person *bona fide* desirous to become a purchaser by "private contract is wanting in this case." Further the Imperial Assessment of Compensation Act 1919 Section 2 (3) provides that any *bona fide* offer for the purchase of land made before the passing of the Act which may be brought to the notice of the arbitrator shall be taken into consideration. In *Percival & Another v. Peterborough Corporation* 1921 1 K.B. 414 at p. 421 the Earl of Reading, C.J., said : "It (an offer) is, "I suppose, some evidence of what was then thought to be the value of "the land." But I need not pursue the point because I think that it is clear that there was not an ordinary market for the sale of Australian wheat either for local use or for export, at the date of the acquisition of the Plaintiff's wheat.

In the absence of a market, the value of the property taken must be ascertained by estimating the sum which a reasonably willing vendor would have been prepared to accept and a reasonably willing purchaser would have been prepared to pay for the property at the date of the acquisition. The value of the property is its value to the seller, so that it has been said that the most practical form in which the matter can be put is that the Plaintiff is entitled to receive the sum which a prudent purchaser would have been willing to give for the property sooner than fail to obtain it. *Pastoral Finance Association Ltd. v. The Minister* 1914 A.C. 1083 at p. 1088.

The Plaintiff admits that the prices at which the Board sold the wheat of the 1945-46 crop for export were the best prices that could be obtained, so that in estimating this sum, the prices which the Board was obtaining at the relevant period f.o.b. Australian ports for the wheat, which it was selling for export are evidence of what the value of Australian wheat would have been under the ordinary law of supply and demand in a free market at that period. These prices indicate that, if there had been such a market at the date of acquisition, the Plaintiff would have been able to sell its wheat at from 9/3d. to 9/9d. for bulk wheat and from 9/6d. to 10/- for

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bagged wheat. But I think that it is quite impossible to assume that if each harvest had not been acquired by the Commonwealth, the Commonwealth would have allowed the price of wheat for local use to rise to such an extent that the price of bread would have been affected or that the Commonwealth would have allowed any wheat to be sold for export except such wheat as was in excess of local requirements. As I have already said, about half the wheat of each crop was required for this purpose. I agree with Mr. Barwick that the amount of compensation should be the same whether the hypothetical purchaser should be considered to include all the possible purchasers who would have existed if there had been an ordinary market, or whether the circumstances were such that the Australian Wheat Board should be considered to be the only possible purchaser. I think that the proper approach to the problem is to assume that the Board, which was in possession of all the facilities for handling the wheat, was the only possible purchaser, but that the growers as reasonably willing vendors could only be expected voluntarily to sell their wheat to the Board at the same price as they would have obtained if there had been an ordinary market. *Vyricherla's case* (supra) at pp. 316-317; *Geita Sebea v. The Territory of Papua* 67 C.L.R. 544. But in estimating the price which the growers could reasonably expect to receive in such a market, all the probable circumstances must be taken into account.

In the first place, it is necessary to consider the legislation of the Parliaments of the Commonwealth and of the states passed to give effect to the conference referred to in the recitals to the Commonwealth Wheat Industry Assistance Act 1938. This legislation is summarised and explained in the judgments of this Court and of the Privy Council in *Deputy Federal Commissioner of Taxation (N.S.W.) v. W. R. Moran Pty. Ltd.* 61 C.L.R. 735 : 63 C.L.R. 338 and it is unnecessary to cover the same ground again. The purpose of this legislation was to ensure to wheat growers a payable price for wheat, and at the same time, to prevent speculation in flour and stabilise the price of bread. It is apparent that a price for wheat f.o.r. Australian ports of 5/2d. per bushel for bagged wheat was considered to be payable price, and to be a figure at which the price of flour and bread for local use could be fixed at a reasonable sum. To ensure to wheat growers a payable price for wheat when the export value of wheat f.o.r. Australian ports was below 5/2d., taxes were imposed upon wheat manufactured into flour and on stocks of flour in existence in Australia by the Flour Tax Act 1938 and the Flour Tax Stocks Act 1938; and upon flour imported into Australia by the Flour Tax (Imports and Exports) Act, 1938. The formula for the tax was as follows: "The rate of tax, not in any case exceeding £7/10/- per ton of flour shall be at such rate per ton of flour as the Minister, from time to time, and in accordance with a recommendation by the Committee, declares, by notice published in the Gazette, to be the amount by which the price per ton of flour based upon the price of wheat per bushel free on rails at Williamstown, in the State of Victoria at the time of the recommendation by the Committee, is less than what, in the opinion of the Committee, the price of flour would be if the price of wheat per bushel free on rails at Williamstown were 5/2d."

- To meet the case when the value of wheat f.o.r. Australian ports rose above 5/2d. per bushel, provision was made by the Wheat Tax Act 1938 for a tax upon wheat grown in Australia, and, on and after a date to be fixed by proclamation, sold to a wheat merchant; and by the Flour Tax (Imports and Exports) Act 1938 Section 4 (b) for a tax upon all wheat exported from Australia, on or after a date to be fixed by proclamation, not being wheat upon which tax was imposed by the Wheat Tax Act 1938. The formula for these taxes was as follows: "The rate of tax, not in any case exceeding 1/- per bushel of wheat shall be at such rate per bushel of
- 10 "wheat as the Minister, from time to time, and in accordance with the recommendation by the Committee, declares, by notice published in the Gazette, to be the amount which bears the same proportion to the excess of the price of a bushel of wheat free on rails at Williamstown in the State of Victoria, at the time of the recommendation by the Committee over five shillings and twopence as the quantity of wheat which, in the opinion of the Committee, will be consumed in Australia (whether as wheat or as products derived from wheat) during the twelve months following the preceding first day of October bears to the total crop which, in the opinion of the Committee, will be harvested during that period."
- 20 The Act relating to the imposition assessment and collection of all these taxes was the Flour Tax (Wheat Industry Assistance) Assessment Act 1938. Section 12 (2) of this Act provided that the tax upon wheat exported from Australia on and after a date to be fixed by proclamation should be paid by the exporter of the wheat. Section 13 (2) provided that the tax imposed by the Wheat Tax Act 1938 should be paid by the wheat merchant to whom the wheat was sold. The Wheat Industry Assistance Act 1938 provided for the destination of the proceeds of these taxes. Section 5 provided for the opening of a fund to be known as the Wheat Industry Stabilization Fund, into which there should be paid all moneys from time
- 30 to time collected under the Flour Tax (Wheat Industry Assistance) Assessment Act 1938. Section 6 (i) provided that, subject to this Act, the moneys standing to the credit of the fund should be applied in making payments to the States as grants of financial assistance. Section 6 (3) provided that there should be kept in the fund an account to be known as the Wheat Industry Special Account to which there should be credited out of the receipts of the fund in the first year the sum of £500,000, and in the following four years such amounts not exceeding this sum as the Minister determined. Section 6 (4) provided that there should be kept in the fund an account to be known as the Wheat Tax Account, to which
- 40 should be credited out of the receipts of the fund all moneys collected under the Flour Tax (Wheat Industry Assistance) Assessment Act 1938 as a tax upon wheat exported from Australia or upon wheat produced and sold in Australia. Section 7 provided for the allocation from the Wheat Industry Special Account between the States of N.S.W. Victoria S.A. and W.A. The amounts paid in the first year were to be applied in the provision of relief to distressed wheat growers and in subsequent years towards meeting the cost of transferring wheat farmers from land

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unsuitable for the economic production of wheat, or to arranging for such land to be used for other purposes. Section 8 provided for payments from the Wheat Tax Account to the States by way of financial assistance upon condition that these amounts were distributed to the flour millers in these States in accordance with such methods of distribution as was decided by the Minister after advice from the State Minister. Section 10 provided that where the Governor General was satisfied (*inter alia*) that (b) a State had not taken steps adequately to protect consumers of flour and other wheat products against excessive prices in respect of those commodities, the Governor General might, by notice in the Gazette, suspend payments to that State under the Act during such periods as in his opinion, (d) those consumers were not protected against such excessive prices. At the same time as this Commonwealth legislation, the States passed legislation for the purpose of fixing the minimum and maximum prices of flour and the prices of bread. This legislation took the form of authorising the Governors of the States to make proclamations for this purpose. Pursuant to this authority a number of proclamations were made in the various States. 10

It is clear from this legislation that in 1938 the Governments of the Commonwealth and the States took the broad view that while the export value of wheat was below 5/2d. per bushel f.o.r. Australian ports, the Australian public as consumers of bread should be taxed indirectly to provide a subsidy for wheat growers, but that if and when the export value of wheat exceeded 5/2d., the price which the wheat growers would otherwise have received for their wheat should be reduced by the wheat merchant or exporter having to pay a tax not exceeding 1/- per bushel on the wheat which he purchased, and that the proceeds of this tax should be used as a subsidy to keep down the local price of flour. 20

On 21st October 1940 a declaration was made under the Flour Tax Act 1938 and the Flour Tax (Imports and Exports) Act 1938 by the Minister that the amount by which the price per ton of flour based upon the price of wheat per bushel free on rails at Williamstown in the State of Victoria on that date was less than what, in the opinion of the Committee, the price of flour would be if the price of wheat were five shillings and twopence, was two pounds eight shillings and tenpence. It is common ground that the price per bushel of bulk wheat is threepence less than the price per bushel of bagged wheat. As I understand the evidence, the declaration was made on the basis that the export value of wheat f.o.r. Australian ports was three shillings and elevenpence farthing per bushel for bulk wheat. No subsequent declaration was made under these Acts although there was a gradual rise in the export value of wheat. This was because all wheat was being delivered to and sold by the Australian Wheat Board in accordance with the Wheat Acquisition Regulations, and the Board adopted the policy of keeping the price of wheat sold for flour for local consumption pegged at the arbitrary price of three and elevenpence farthing on a bulk basis so that the flour tax would remain constant at £2/8/10 per ton, despite the fact that during and after the first half of 1944, the export value of Australian Wheat rose above 4/11d. per bushel f.o.r. 30 40

Australian ports for bulk wheat. In consequence no proclamations were made bringing the Wheat Tax Act 1938 or the Flour Tax (Imports and Exports) Act, Section 4 (b) into operation. But provision was made by the Wheat Industry (Wartime) Control Act, 1939, as amended, to divert to the Board the payments of flour tax which would otherwise have been made to the States for distribution among the wheat growers, so that these moneys could be added to the funds available for the payment of compensation to the growers under Regulation 19 of the Wheat Acquisition Regulations.

- 10 At the date of the acquisition of the Plaintiff's wheat of the 1945-46 crop: (1) The export of flour without a licence had been prohibited by the Export (Flour) Regulations as from 3rd October 1940. (2) The price of bread was fixed in the various States by orders made under the National Security (Prices) Regulations, or proclamations made under the State legislation already mentioned, which would not allow flour millers to pay more than 3/11½d. per bushel whilst the flour tax remained at £2/8/10 per ton, or to pay more than 4/11d. per bushel for bulk wheat if there was no tax. (3) Prices Regulation Order No. 1015 known as the ceiling prices order which fixed the price of all goods and services as those prevailing on 13th April 1943 was in force. (4) The export value of Australian wheat f.o.b. Australian ports was about 9/6d. per bushel for bulk wheat (the f.o.b. price is approximately one-third of a penny less than the f.o.r. price); so that if the price of wheat for local use was allowed to rise to this value, it was probable that the Wheat Tax Act and the Flour Tax (Imports and Exports) Act Section 4 (b) would be proclaimed. The tax under these Acts, if half of the crop was exported, would reach the maximum rate of 1/- per bushel when the export price was 7/2d. (5) There was no prohibition of the export of wheat required for local use, but this was because no prohibition was necessary while the whole of the wheat was
- 20 being disposed of by the Australian Wheat Board.
- 30

- I agree with Mr. Barwick that the Plaintiff should not be prejudiced by the artificial pegging of the price of wheat for manufacture into flour at 3/11½d. so that the Flour Tax should remain constant at £2/8/10 per ton, because the manifest intention of the Flour Tax Act was that this tax should disappear when the export value of wheat f.o.r. Williamstown reached 5/2d. per bushel. But I agree with Mr. Mason that in estimating the price which the Plaintiff could reasonably have expected to receive for his wheat upon a voluntary sale, importance must be attached to the fact that the legislation of 1938 proceeded upon the basis that a price of 5/2d. per bushel f.o.r. Williamstown would give the wheat grower a fair return and allow flour to be manufactured and sold in Australia at a figure which would allow the price of bread to be fixed at a reasonable sum. I also agree with Mr. Mason that importance must be attached to the fact that at the date of acquisition there was a general system of price control operating under the National Security (Prices) Regulations to prevent the risk of inflation in Australia under war conditions, and that in particular it was essential to control the prices of such necessities of life as food, clothing, and shelter.
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I must assess the compensation in as practical a manner as possible on such materials as are available to me. The whole potential value of a commodity like wheat to the owner lies in the price which he can reasonably expect to obtain on a sale soon after the crop has been harvested. The total harvest for 1945–46 was 123 million bushels, and of that amount about one-half was required for local use. I think that it must be assumed that if this harvest had not been acquired by the Commonwealth, purchasers in an ordinary market could only have reasonably expected to be allowed to export half the wheat they purchased. I also think that it must be assumed that the maximum price fixed for wheat required for local consumption would not have been allowed to exceed 5/2d. per bushel for bagged wheat f.o.r. Australian ports. In April 1943, when the ceiling prices order came into force, the export value of bulk wheat f.o.b. Australian ports was about 4/3d., so that if there had been an ordinary market, the price of wheat for local use would have been about 4/3d., and this order would in the first instance have pegged the price of wheat at this figure. My own view of the importance of price fixing in relation to the assessment of compensation is stated in *Johnston Fear v. The Commonwealth* 67 C.L.R. 314 at p. 334. Since the price of wheat was kept fixed at 3/11½d. by the Australian Wheat Board for administrative reasons and not to prevent inflation, I think that I should assume for the purpose of compensation that the maximum price for wheat for local use in an ordinary market under war conditions in 1945–46 would have been that contemplated by the 1938 legislation, that is to say, 5/2d. per bushel f.o.r. Australian ports for bagged wheat.

On these assumptions the greatest sum which the Plaintiff could reasonably expect a prudent purchaser to pay for its wheat at the date of acquisition sooner than fail to obtain it would be as follows:—

5,249 bushels of bagged wheat at	5/2d. per bushel	£1,356	0	0	
5,249	“ “ “ 9/9d. “	2,559	0	0	
1,893	“ bulk “ 4/11d. “	465	7	0	30
1,893	“ “ “ 9/6d. “	899	0	0	
		<u>£5,279</u>	<u>7</u>	<u>0</u>	

I think that the estimate made by the Plaintiff of 9d. per bushel for rail and handling charges amounting to £539/13/9 may be slightly on the low side but that it can be accepted. Deducting this amount from the sum of £5,279/7/- leaves a balance of £4,740.

But I have not so far deducted any sum for taxation and it is reasonable to assume that if the export value of bagged wheat had been 9/9d. per bushel, the Flour Tax (Imports and Exports) Act Section 4 (b) would have been proclaimed, and that the purchaser of wheat for export would have had to lower his price for the 7,132 bushels of wheat he purchased for export by 1/- per bushel, amounting to £357, and if this sum is deducted, the balance is reduced to £4,383.

I was referred by Mr. Mason to certain matters which occurred in

1946 after the date of acquisition : (1) On 22nd May 1946 regulations were made under the Customs Act 1901-1936 prohibiting the export of flour and wheat until the intending exporter produced to the collector of Customs a covering approval issued by the Department of Commerce and Agriculture. (2) The Wheat Export Charge Act came into operation on 9th August 1946. This Act was amended by the Wheat Export Charge Act 1946 (No. 2) which was assented to on 14th December 1946 but was deemed by Section 2 to have come into operation on 9th August 1946. Section 4 (1) (a) (a) provides that a charge should be imposed and levied and paid on all wheat harvested on or after 1st October 1945 and before 1st October 1947 and exported from the Commonwealth by any person other than the Australian Wheat Board on or after 1st December 1945. Section 4 (2) provides that subject to a lower rate being prescribed by the regulations the rate of the charge per bushel of wheat exported by any person other than the Board should be 50% of the amount by which the price per bushel, at the date of export, for export of fair average quality bagged wheat free on rail at the port of export, as declared by the Board, or such lower rate as is prescribed . . . . exceeds 5/2d. (3) The Wheat Tax Act 1946 was assented to on 14th December 1946 but Section 2 provides that the Act should be deemed to have come into operation on 9th August 1946. Section 3 defines wheat to mean wheat harvested on or after 1st October 1945 and before 1st October 1947. Section 4 provides that a tax should be imposed and levied and paid in respect of all wheat which has been acquired, or is acquired, by the Commonwealth and that the tax shall be payable by the grower of the wheat. Section 5 (2) provides that the total amount of the tax to be levied in respect of wheat of a season shall be ascertained by multiplying an amount equal to 50% or such lower percentage as is prescribed, of the amount by which the average price per bushel f.o.r. at the ports of export for f.a.q. bagged wheat of all the wheat of that season exported by the Board, or such lower price as is prescribed, exceeds 5/2d. by the total of the number of bushels of wheat of that season, and of the wheat equivalent . . . . of wheat products manufactured from wheat of that season, exported by the Board or sold by the Board for export or for manufacture into wheat products for export. Section 5 (3) provides that the rate of the tax in respect of wheat of a season shall be an amount per bushel of wheat arrived at by dividing the total amount of tax to be levied in respect of wheat of that season . . . . by the total number of bushels of wheat of that season in respect of which the tax is imposed. Section 5 (5) provides for the Minister notifying in the Gazette a provisional rate of tax. Section 6 (1) provides that the Commonwealth or the Board may deduct any amount of tax payable by any grower from any moneys payable by the Commonwealth or the Board to that grower on any account whatsoever, and any amount so deducted shall be applied in payment, or part payment, of the tax so payable. By notification published in the Commonwealth of Australia Gazette on 17th January 1947, the Minister notified that the provisional rate of tax in respect of wheat of the season commencing on 1st October 1945 was one shilling one and

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one-eighth pence per bushel. (4) Section 18 of the Wheat Industry Stabilization Act 1946 which contemplated that a price of 5/2d. f.o.r. Australian ports for bagged wheat is a fair return to the wheat grower.

The question arises whether these subsequent matters should be taken into consideration in assessing the compensation under Regulation 14. I venture to repeat what I said in *Minister for the Army v. Parbury Henty & Co.* 70 C.L.R. 459 at p. 514: "The right to compensation arises at the moment of acquisition . . . . The amount of compensation, being a matter of assessment, can, like damages, be calculated in the light of any subsequent facts to the extent to which they throw light upon the items of value which can properly be taken into account in the calculation, having regard to the circumstances existing at the date of acquisition." In *Willis v. The Commonwealth* 1947 A.L.R. 349 at pp. 353-354 Dixon, J. has collected a number of recent cases showing the growing inclination of the courts to prefer subsequent facts to prophecies where such facts are available at the hearing. It may be that, speaking generally, Acts of Parliament passed subsequently to the date of acquisition would not be relevant, but in the present case the existing legislation so clearly indicated that a tax would be placed on the export of wheat when the price exceeded 5/2d. per bushel, that in my opinion, it is permissible to take the Wheat Export Charge Act into account. Under this Act a purchaser of the Plaintiff's wheat would have had to reduce his price by at least 2/—, amounting to £714 on the 7,132 bushels he purchased for export, thereby reducing the previous balance of £4,383 to £4,026.

The addition of the sums which the Plaintiff has already been paid and will receive under Regulation 19, apart from taxation, is £4,925/4/—. From this sum the Board proposes to deduct £805/18/2 for tax at the source under the Wheat Tax Act 1946 leaving a balance of £4,119/5/11. Strictly speaking the question whether the Board is lawfully entitled to deduct this tax at the source, or whether, even if the tax cannot lawfully be deducted at the source, the Plaintiff is nevertheless liable for the tax, does not affect its quantum. *Jordan v. Limmer* 175 L.T. 89. But I was asked by Mr. Mason to deal with the contention that the Wheat Tax Act 1946 is invalid because it infringes Section 55 of the Constitution. This section provides, so far as material, that laws imposing taxation shall deal only with the imposition of taxation, and that any provision therein dealing with any other matter shall be of no effect. It also provides that laws imposing taxation shall deal with one subject of taxation only. The Wheat Tax Act is a law imposing taxation, but it is in my opinion an Act which deals only with the imposition of one subject of taxation and with provisions incidental and ancillary to the assessment of the tax. It has recently been held by this Court in *Cadbury Fry Pascall Pty. Ltd. v. Federal Commissioner of Taxation* 70 C.L.R. 382 that such provisions do not infringe Section 55. In my opinion the whole of the Act is valid. Even if the incidental provisions infringe Section 55, this would not invalidate the taxing provisions. But the Wheat Tax Act 1946 and the Wheat Export Charge Act 1946 provide for taxation in the two alternatives



of a tax on wheat acquired and on wheat not acquired by the Commonwealth, in each case for export, so that in estimating the amount of compensation to which the Plaintiff would be entitled under Regulation 14 and comparing this amount with that which it will receive under Regulation 19, I think that all questions of tax should perhaps be left out of account, and a comparison made between the two sums of £4,740 and £4,925. This comparison shows that the Plaintiff will receive under Regulation 19 a slightly larger sum than that to which it would be entitled upon an assessment under Regulation 14, so that the action fails.

10 It is therefore unnecessary to consider the defence that, by accepting the first and second advances, the Plaintiff must be taken to have elected to accept compensation under Regulation 19 in lieu of exercising his right to sue for compensation under Regulation 14.

But I think that I should add that the Statement of Claim contains a claim for interest. The Wheat Acquisition Regulations do not authorise the Court to award interest. Neither do they contain any provision purporting to prohibit the Court from awarding interest. The present views of the Court as a whole upon the question whether just terms require that the Court should have a discretion to award interest where there is no delay in payment of compensation are summarised by the Chief Justice in *Grace Bros. Pty. Ltd. v. The Commonwealth* 72 C.L.R. 269 at pp. 281-282. It is apparent from this summary that the only view for which there is at present a majority is the view that the Court in the absence of any provision in the regulations, can award interest where the contract would have been specifically enforceable if the property had been acquired not by compulsion but voluntarily, and the Court of Equity could have awarded interest on equitable principles. A voluntary contract for the sale of wheat would not be so enforceable so that I have no power to award interest in this action. However, even if I had the power, I do not think that this would be a proper case in which to award interest. The Plaintiff is entitled to slightly less than 6/- per bushel for his wheat after deducting all expenses of realisation and taxation, and of this amount it received an immediate advance of 4/1d. per bushel and either received or became entitled to but would not accept subsequent advances at reasonable intervals leaving about 1½d. per bushel still unpaid, and I am not satisfied that the Plaintiff could have converted its wheat into money on an ordinary market more speedily than the Board has realised the whole crop and distributed the net proceeds.

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As this case may go further, I think that I should also add that I accept all the witnesses as honest and reliable witnesses. In particular I was very impressed with the fair and frank manner in which Mr. Perrett, the General Manager of the Board, gave his evidence. But it is not a case in which there is any real conflict on the facts. The difficulty lies in their application.

For these reasons I give Judgment for the Defendants with costs.

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No. 9.

Order of His Honor Mr. Justice Williams dismissing action.

New South Wales Registry

No. 24 of 1946.

IN THE HIGH COURT OF AUSTRALIA. NEW SOUTH WALES REGISTRY.

No. 9 Order of His Honor Mr. Justice Williams dismissing action, dated 2nd July, 1947.

Between NELUNGALOO PTY. LIMITED ... Plaintiff and THE COMMONWEALTH OF AUSTRALIA, THE ATTORNEY-GENERAL FOR THE COMMONWEALTH OF AUSTRALIA, WILLIAM JAMES SCULLY and THE AUSTRALIAN WHEAT BOARD... Defendants. 10

Before HIS HONOR MR. JUSTICE WILLIAMS.

Wednesday the Second day of July One thousand nine hundred and forty-seven.

THIS ACTION coming on to be heard on the Thirteenth, Seventeenth, Eighteenth, Nineteenth and Twentieth days of June last Whereupon and Upon Hearing Read the pleadings filed herein And Upon Hearing the oral evidence of Horace Keyworth Nock and Lindley Claude Walker called on behalf of the Plaintiff and of Christopher James Perrett and Clarence Arthur White called on behalf of the Defendants And Upon Reading and Examining the exhibits put in evidence on behalf of the Plaintiff and marked with the letters "A" "B" "C" "D" "E" "F" and "G" respectively and the exhibits put in evidence on behalf of the Defendants and marked with the figures "1" to "19" inclusive And Upon Hearing what was alleged by Mr. G. E. Barwick of King's Counsel with whom was Mr. B. P. Macfarlan of Counsel for the abovenamed Plaintiff and by Mr. H. H. Mason of King's Counsel with whom were Mr. A. R. Taylor of King's Counsel, Mr. P. D. Phillips of King's Counsel and Mr. R. Else Mitchell of Counsel for the abovenamed Defendants It was Ordered that this action should stand for Judgment And the same standing in the paper this day for Judgment accordingly It is Ordered that Judgment be entered for the Defendants in this action And it is Further Ordered that it be referred to the Proper Officer of this Court to tax and certify the costs of the Defendants of and incidental to this action and that such costs when so taxed and certified as aforesaid be paid by the Plaintiff to the Defendants or to the Crown Solicitor for the Commonwealth their Solicitor within fourteen days after the service upon the Plaintiff's Solicitors of an office copy of the Certificate of Taxation. 30

F. C. LINDSAY, District Registrar. 40

No. 10.

**Notice of Appeal to the Full High Court of Australia.**

No. 34 of 1947.

IN THE HIGH COURT OF AUSTRALIA.  
NEW SOUTH WALES REGISTRY.

ON APPEAL to the Full High Court of Australia from a decision and Order of His Honor Mr. Justice WILLIAMS made on the Second day of July One thousand nine hundred and forty-seven.

In the High  
Court of  
Australia  
in its  
Appellate  
Jurisdiction

No. 10  
Notice of  
Appeal,  
dated  
21st July  
1947.

Between

10 NELUNGALOO PTY. LIMITED ... .. *Appellant (Plaintiff)*

and

THE COMMONWEALTH OF AUSTRALIA, THE ATTORNEY-  
GENERAL FOR THE COMMONWEALTH OF AUSTRALIA,  
WILLIAM JAMES SCULLY and THE AUSTRALIAN WHEAT  
BOARD... .. *Respondents (Defendants).*

TAKE NOTICE that Nelungaloo Pty. Limited the above-named Appellant (Plaintiff) appeals to the High Court of Australia in its Appellate Jurisdiction from the whole of the Judgment and Order of The Honourable Mr. Justice Williams given and made herein on the Second day of July 20 One thousand nine hundred and forty-seven whereby His Honor ordered that Judgment be entered for the Defendants with costs, upon the following amongst other grounds, namely :—

1.—That His Honor was in error in entering Judgment for the Defendants with costs.

2.—That His Honor should have entered Judgment for the Plaintiff in the sum of Three thousand one hundred and eighteen pounds one shilling and threepence (£3,118.1.3) and costs.

3.—That in addition to entering Judgment for the Plaintiff in the sum of Three thousand one hundred and eighteen pounds one shilling and 30 threepence (£3,118.1.3) and costs His Honor should have ordered the Defendants to pay interest on the sum of Three thousand one hundred and eighteen pounds one shilling and threepence (£3,118.1.3) from the dates of acquisition of the Plaintiff's wheat as appearing in the Statement of Claim until the date of Judgment.

4.—That His Honor should have held that the document purporting to be an Order made and published in the Commonwealth Gazette on the

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*continued.*

Sixteenth day of November One thousand nine hundred and thirty-nine was invalid and not authorised by the National Security (Wheat Acquisition) Regulations.

5.—That His Honor should have held that Section 11 of the Wheat Industry Stabilization Act (No. 2) was *ultra vires* the legislative power of the Commonwealth of Australia and invalid.

6.—That His Honor should have held that the value of the whole of the Plaintiff's wheat for the purposes of the assessment of compensation or in the alternative damages for wrongful taking was the export parity at the date of acquisition less the amount of the charges, as evidenced, to cover handling from siding to port. 10

7.—That His Honor should have held that the Wheat Tax Act 1946 and Wheat Export Charge Acts 1946 were invalid.

Dated this 21st day of July One thousand nine hundred and forty-seven.

B. P. MACFARLAN,  
*Counsel for the Appellant,*  
NELUNGALOO PTY. LIMITED.

This Notice of Appeal is filed by Messrs. J. W. Maund & Kelynack of 62 Margaret Street, Sydney, Solicitors for the Appellant.

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Reasons for Judgment  
Latham,  
C.J.—

No. 11. 20  
Reasons for Judgment of the Full High Court of Australia.

NELUNGALOO PTY. LIMITED  
— v. —  
THE COMMONWEALTH OF AUSTRALIA & ORS.

REASONS FOR JUDGMENT.

LATHAM, C.J.

This is an appeal in an action which raises the question of the rights of wheat growers whose wheat was acquired by the Commonwealth under the National Security (Wheat Acquisition) Regulations and was dealt with by the Australian Wheat Board under the regulations in what is described in the relevant documents as Wheat Pool No. 9. The regulations provide for the payment of compensation for wheat acquired. The Board has paid 30

certain dividends or advances to the Plaintiff Company in respect of wheat acquired from the Company and is willing to make further payments. The Plaintiff contends that the amounts so paid or payable do not constitute fair compensation and claims a further sum. The learned trial judge, Williams, J., dismissed the action and the Plaintiff has appealed.

The Wheat Acquisition Regulations made under the National Security Act, 1939, and continued in operation under the Defence (Transitional Provisions) Act, 1946, came into operation after the adoption of a wheat industry stabilisation scheme in 1938. The Wheat Industry Assistance Act No. 53 of 1938 provided for financial assistance to the wheat industry by the Commonwealth through the States. It provided for the payment of moneys to the States (Section 6) to be applied by the States in financial assistance of wheat-growers (Sections 6 and 7). The moneys were to be raised by taxes on flour and wheat under Acts Nos. 48, 49, 50, 51 and 52 of 1938. The rates of tax depended upon the price of wheat. It was a condition of the scheme, which depended upon State as well as federal legislation, that consumers of wheat products, e.g. bread, should be protected against excessive prices (Act No. 53, Section 10). The object of this legislation was to provide a payable price for wheat. The price of 5/2d. per bushel (for bagged wheat) and 4/11d. (for bulk wheat) free on rails at the port of Williamstown, Victoria, was adopted by the legislation as a payable price and the rates and incidence of the taxes were to be adjusted accordingly. As long as the export price of bagged wheat was less than 5/2d. f.o.r. Williamstown the flour tax would have been in force—Acts Nos. 49, 50. If the price exceeded 5/2d. the Flour Tax (Imports and Exports) Act (No. 51) would have been brought into operation by proclamation and a tax would then have been payable upon wheat exported from Australia. The proceeds of the tax would have been available to keep down the cost of wheat used locally. The effect of this legislation is stated in *Deputy Federal Commissioner of Taxation v. W. R. Moran Pty. Ltd.*, 61 C.L.R. 735, and 63 C.L.R. 338. Williams, J. in the present case summarised the legislation in the following words :—

“ It is clear from this legislation that in 1938 the Governments  
 “ of the Commonwealth and the States took the broad view that  
 “ while the export value of wheat was below 5/2d. per bushel  
 “ f.o.r. Australian ports, the Australian public as consumers of  
 “ bread should be taxed indirectly to provide a subsidy for wheat  
 “ growers, but that if and when the export value of wheat exceeded  
 “ 5/2d., the price which the wheat growers would otherwise have  
 “ received for their wheat should be reduced by the wheat merchant  
 “ or exporter having to pay a tax not exceeding 1/- per bushel on  
 “ the wheat which he purchased, and that the proceeds of this  
 “ tax should be used as a subsidy to keep down the local price  
 “ of flour.”

When the war broke out the Wheat Acquisition Regulations were made—first under the Defence Act and later under the National Security

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Act. Certain features of the existing stabilisation scheme were preserved, but others were varied. The regulations provided for the compulsory acquisition of wheat by the Commonwealth and for the establishment of the Australian Wheat Board to dispose of the wheat. The flour tax was fixed at £2:8:10 per ton. This rate of tax was appropriate to a price f.o.r. Williamstown of 3/11¼d. per bushel. The tax was not varied notwithstanding changes in the value of wheat for export, because the Wheat Board was in control of all wheat and the sale of wheat locally at 3/11¼d per bushel or thereabouts, with a flour tax of £2:8:10 per ton, made it possible for the millers to supply the bakers with flour at prices which enabled the bakers to sell bread at the prices fixed. The proceeds of the flour tax were, under the Wheat Industry (War Time Control) Act 1939, paid to the Commonwealth Bank (not to the States) in repayment of the advances made by the Bank to the Board by means of which the Board had been enabled to pay the wheat growers for their wheat. The tax on wheat exported was not imposed, the Minister abstaining from making the declaration necessary to bring the Tax Act into operation, the Board being the only exporter. 10

An order was made by the Minister under the regulations on 16th November 1939 declaring that, with certain exceptions (seed wheat, etc.) all wheat harvested on or before 8th October 1939 which was then in Australia, and all wheat harvested in Australia on or after that date, was acquired by the Commonwealth. 20

The wheat which was acquired was sold by the Wheat Board either on the local market to millers and others, or to the British Ministry of Food. the proceeds of the wheat, less expenses, were paid to the wheat growers. Up to and including 1945–46 there were nine wheat pools. The Plaintiff Company (or Mr. H. K. Nock, who previously owned the farm upon which the Plaintiff Company grew wheat) put its wheat into every pool except Pool No. 8, when it had no wheat because of a drought. Up to 1945–46 30 the export price for wheat was less than 5/2d. The pools received the benefit of the flour tax and of sums amounting to more than £12,000,000 in subsidies from the Commonwealth Government. The 1945–46 crop delivered to the Board amounted to about 123,000,000 bushels. About 59,000,000 bushels were disposed of locally and the remainder was sold for export. In 1945–46 the export price rose. The Plaintiff Company has been paid, or is admittedly entitled to receive as dividends from the pool, about 6/11d. per bushel for its crop and some further final payment, but it claims to be paid on a basis of export parity as at dates of delivery of its wheat to the Defendant Board, that is about 9/6d. per bushel for bulk 40 wheat and 9/9d. for bagged wheat—taking the figures adopted by the learned trial Judge.

The regulations, as they applied to the 1945–46 crop, included the following provisions :—

“ 14. For securing the public safety and the defence of the  
“ Commonwealth and the Territories of the Commonwealth, for

- 10 “ the efficient prosecution of the war, and for maintaining supplies  
 “ and services essential to the life of the community, the Minister  
 “ may, from time to time, by order published in the Gazette,  
 “ make provision for the acquisition by the Commonwealth of  
 “ any wheat described in the order, and that wheat shall, by  
 “ force of and in accordance with the provisions of the order  
 “ become the absolute property of the Commonwealth, freed from  
 “ all mortgages, charges, liens, pledges interests and trusts  
 “ affecting that wheat, and the rights and interests of every person  
 “ in that wheat (including any rights or interests arising in respect  
 “ of any moneys advanced in respect of that wheat) are hereby  
 “ converted into claims for compensation.”
- 20 “ 19—(1) Upon delivery or consignment of any wheat in  
 “ accordance with regulation 16 of these Regulations (or, in the  
 “ case of wheat acquired by the Commonwealth to which sub-  
 “ regulation (2) of regulation 16 of these Regulations applies,  
 “ after the date of the commencement of that sub-regulation),  
 “ every person having any right or interest in that wheat may  
 “ forward to the Board a claim for compensation in accordance  
 “ with Form B in the Schedule to these Regulations and shall be  
 “ entitled to be paid such amount of compensation as the Minister,  
 “ on the recommendation of the Board, determines.
- 30 “ (2) It shall not be necessary for the Minister to make  
 “ a determination in pursuance of sub-regulation (1) of this  
 “ regulation until, in his opinion, a sufficient quantity of any  
 “ wheat acquired by the Commonwealth has been disposed of to  
 “ enable the Board to make a just recommendation, but the  
 “ Minister may, in his absolute discretion, make any payment on  
 “ account of any claim notwithstanding that no determination  
 “ in respect of that claim has been made.
- “ (2A.) The basis of the compensation to be recommended  
 “ by the Board shall be the rate or rates per bushel arrived at by  
 “ reference to the surplus proceeds from the disposal of wheat,  
 “ but from the compensation determined by the Minister the  
 “ Board may make deductions on account of any or all of the  
 “ following :—
- 40 “ (a) The price or value of corn sacks (including freight thereon)  
 “ supplied to the wheat grower or which, in the opinion of  
 “ the Board, form a proper charge against the proceeds of  
 “ the wheat ;  
 “ (b) transport charges to the terminal port from the place at  
 “ which the wheat is delivered to a licensed receiver ; and  
 “ (c) dockages or deductions as fixed by the Board on account  
 “ of the quality or condition of the wheat or corn sacks.  
 “ . . . . .
- “ (2B.) If the Board is satisfied that, because of the special  
 “ quality of any particular parcel or parcels of wheat, an addition  
 “ should be made to the relevant rate as determined by the

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“ minister for f.a.q. wheat, the Board may, subject to any direction  
“ of the Minister, add such amount by way of premium as it  
“ thinks fit.  
“ . . . . ”

Regulation 14 provides that compensation shall be paid. Regulation 19 provides a particular method of assessing compensation. For reasons which I state hereafter, it does not appear to me to be important in this case to decide whether Regulation 19 was, on the true construction of all the regulations, intended to be the only method of assessing compensation, or whether it was intended to provide only for an optional non-litigious means of assessing compensation, of which owners of wheat could (but need not) take advantage if they chose. In *Andrews v. Howell*, 65 C.L.R. 255, the validity of Regulation 12 of the National Security (Apple and Pear Acquisition) Regulations was upheld by the Court. The regulation was in terms substantially the same as those of Regulation 14 of the Wheat Acquisition Regulations. All the members of the Court held that Regulation 12 was not invalid as not providing just terms of acquisition. A regulation (Regulation 17) providing for the determination of compensation by the Minister after recommendation by a Board, but not in terms requiring the whole of the net proceeds to be distributed by way of compensation, was held by Starke, J. (p. 270) not to be an exclusive method of enforcing the right to compensation. In *Tonking v. Apple & Pear Board*, 66 C.L.R. 77, this view was adopted and applied by Williams, J (pp. 81, 82, 89), Rich, J. (p. 105), and myself (p. 101). Since the decision in *Tonking's Case* the Apple and Pear and Wheat Acquisition Regulations have been re-enacted by Parliament itself in the Defence (Transitional Provisions) Act 1946. No amendments were made for the purpose of altering the law as declared in *Tonking's case*. When the legislature uses words which have received judicial interpretation, then, in the absence of any indications to the contrary, it should be assumed that the words are used in the sense in which they have been judicially interpreted: *Jay v. Johnston*, 1893 1 Q.B. 25; *Avery v. Wood*, 1891 3 Ch. 115. *Andrews v. Howell* and *Tonking's case* were not challenged or questioned by either plaintiff or defendants. But, as I have already said, there are, in my opinion, reasons (which I state hereafter) which make it unnecessary to decide in this case whether Regulation 19 is intended to be the only method of obtaining compensation.

The Plaintiff brought this action against the Commonwealth of Australia, the Attorney-General for the Commonwealth, the Minister for Commerce and the Australian Wheat Board. The Plaintiff made several claims:—

(1) a declaration that the National Security (Wheat Acquisition) Regulations as amended are invalid.

This claim was abandoned upon appeal. It is obvious that if it had succeeded the Plaintiff would have been unable to claim compensation under the regulations. Legislation for the control and acquisition of food-



stuffs in time of war and for some time afterwards is clearly within the defence power of the Commonwealth. Therefore the Parliament can make laws for the acquisition of foodstuffs for purposes of defence, provided that such laws provide for just terms of acquisition—Commonwealth Constitution Section 51 (xxxi). Regulation 14 provides for “compensation” for wheat acquired. Compensation must be fair and adequate compensation. Regulation 14 is valid : see *Andrews v. Howell*, 65 C.L.R. 255.

(2) The Plaintiff next claimed a declaration that Regulation 19 of the regulations was invalid.

10 Upon the appeal the Plaintiff most explicitly abandoned any claim that any of the regulations were invalid. Commonwealth laws providing for the acquisition of property must observe the constitutional requirements of just terms : Commonwealth Constitution, Section 51 (xxxi) : *Johnson Fear & Kingham v. The Commonwealth*, 67 C.L.R., 314. But in this case no question arises as to just terms. The regulations provide for compensation, which means fair and adequate compensation, and such terms of acquisition cannot be held to be unjust. Regulation 19 does not provide for the payment of export parity, but, on the other hand, provides only dividends from a pool. These dividends have been diminished by  
20 the fact that wheat was disposed of by the Board for local consumption at prices below export parity. No question of the validity of Regulation 19 arises, but it will be necessary to consider whether the payment of dividends in accordance with Regulation 19 does or does not give the Plaintiff fair and adequate compensation. It is contended for the Defendants that Regulation 19 does provide for proper compensation.

(3) The Plaintiff claimed a declaration that the order dated 16th November 1939 made under the regulations for the acquisition of wheat was invalid.

The Plaintiff attacked the validity of the order for two reasons—first  
30 to support a contention that there was a tortious taking of the wheat, and, secondly, in order to avoid, if possible, the deduction in the estimate of compensation of a wheat tax which, it was argued for the Defendants, would have become payable under the Wheat Tax Act 1946 upon wheat acquired by the Commonwealth. When the order was made the power of the Minister was a power by order published in the Gazette to declare that “any wheat described in the order” was acquired by the Commonwealth. The objection made to the order was that under it the wheat acquired included wheat harvested after a certain date, and it was said that this was not a true description of any wheat. If it were held that the order  
40 acquiring the Plaintiff’s wheat was invalid, then the Plaintiff would have no claim for compensation as for wheat acquired, and its claim for compensation would fail. But I agree with Williams, J., for the reasons given by him, that there is no ground for objecting to the validity of the order under the regulations. A description of wheat as wheat harvested after a given date is as fully a description of wheat as is a description of wheat as harvested before a certain date : see *Peanut Board v. Rockhampton Harbour Board*, 48 C.L.R. 266, where it was held that an order purporting to acquire

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future goods was not invalid for that reason : and cf. *Andrews v. Howell*, 65 C.L.R. 255, where the validity of a similar order (see 65 C.L.R., at p. 266, for the terms of the order) made under a regulation identical in its relevant terms with Regulation 14 was not questioned on that ground. Further, I agree that if there were doubt as to the validity of the order, that doubt has been removed by the Wheat Industry Stabilisation Act 1946, Section 11, which expressly gives full force and effect to this particular order.

(4) The Plaintiff claimed compensation for the acquisition of its wheat. 10

This is the substantial claim of the Plaintiff.

(5) The Plaintiff claimed interest.

(6) Alternatively, the Plaintiff claimed that the Defendant Board converted the wheat of the Plaintiff and claimed damages for conversion.

This claim was based, not upon an alleged invalidity of any regulation but upon the alleged invalidity of the order already mentioned in relation to Claim No. 3. As I have said, in my opinion that order was valid. But there is a further answer to the allegation of conversion. The Statement of Claim contains an allegation that the Plaintiff itself delivered the wheat to the agents of the Defendants, and this fact was proved by the evidence. None of the Defendants seized the wheat against the will of the Plaintiff ; the Wheat Board dealt with the wheat in accordance with the intention of the Plaintiff in delivering the wheat ; there is no evidence whatever that the Board dealt with the wheat in a manner inconsistent with any rights of the Plaintiff ; everything that the Board did in relation to the wheat was authorised by the Plaintiff. The claim for conversion accordingly must in my opinion fail. 20

(7) The Plaintiff also claimed that the Plaintiff agreed to sell the wheat to the Wheat Board and sued for the price. 30

The price claimed is export parity. This claim was not argued. There is no evidence to support it, and it may be ignored.

The claim for compensation is made under Regulation 14 upon the basis that the Commonwealth acquired the Plaintiff's wheat of the 1945-46 crop. The Plaintiff's claim is stated as follows :—

“ Wheat delivered to Silos.	3,786.20/60 bush.		
	“ at 9/9d. bush.	£1,845.16.	9
“ Bagged wheat :—	10,498 50/60 bush.		
	“ at 10/- bush.	5,249. 8.	4
		£7,095. 5.	1
	“ Less rail and handling 9d. bush.	535.13.	9
		£6,559.11.	4
	“ Less compensation received.	3,441.10.	1
		£3,118. 1.	3

The Defendants contend that the Plaintiff Company accepted advances to the extent mentioned and elected to agree to accept compensation determined in pursuance of Regulation 19 of the regulations and that it is precluded from claiming compensation on any other basis. The Defendants also contend that the Plaintiff has not shown any right to be paid any sum of money in excess of the sum of £3,441:10:1.

10 About half of the 1945-46 crop was exported. His Honour took the view that if there had been a free market for the Plaintiff's wheat there would nevertheless have been some control which would have prevented the price of wheat sold locally from exceeding 5/2d. for bagged wheat f.o.r. Williamstown. He therefore assumed that one half of the Plaintiff's wheat, if it had been available for sale, would have been sold at no more than 5/2d. for bagged wheat and that the other half only would have been sold at export prices, which were stated by the learned Judge at 9/6d. (bulk) and 9/9d. (bagged). It was conceded that transport and handling charges should be deducted to bring these seaboard prices back to siding prices. His Honour made a further deduction for probable taxes upon 20 made by the Board to the Plaintiff in respect of its wheat exceeded the value of the wheat as ascertained in this manner, and His Honour accordingly dismissed the action.

When the wheat was delivered to the agents of the Wheat Board Mr. H. K. Nock, the governing director of the Company, filled in and signed certain forms. In the case of wheat delivered to a silo, the document which was signed was headed "Australian Wheat Board—National Security Act 1939/40—Wheat Acquisition Regulations—No. 9 Pool." In it Mr. Nock declared that the Company had delivered wheat grown under a specified licence to the Government silo in accordance with the particulars 30 set out, and that the Company claimed compensation in accordance with the Wheat Acquisition Regulations. He nominated a particular company as licensed receiver for payment of compensation, which was to be paid through the Commercial Banking Company of Sydney at its Parkes Branch. In the case of bagged wheat the documents were headed in the same way—"No. 9 Pool" etc., and contained corresponding particulars.

The Wheat Board received and dealt with the wheat. The wheat was dealt with as part of the 1945-46 crop, and it lost its identity as soon as it was delivered to the Board. It was not possible in this case to adduce evidence such as was given in *Tonking's* case, 66 C.L.R. 77, showing the 40 proceeds of the specific goods acquired from the Plaintiff. It may be added that in the present case evidence was given as to facts and circumstances which were relevant to the establishment of what was described by all the parties as a "pool" as a means of disposing of primary products. No such evidence was given in *Tonking's* case (see 66 C.L.R. at p. 81), and the "pool" in that case was different from the pool in the present case. The Apple & Pear Acquisition Regulations did not contain provisions corresponding to paragraphs (2A) and (2B) of Regulation 19 of the Wheat Acquisition Regulations.

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The Wheat Board disposed of the crop by local sales and by sales for export. The purchasers in local sales were millers, produce merchants and breakfast food manufacturers. Maximum and minimum prices for flour had been fixed under State, and later under Commonwealth, legislation. The maximum price of bread had been fixed under State legislation and National Security regulations at about 6d. per 2lb. loaf (Exhibit 15). This fixation of the price of bread placed a limit upon the price which a baker could pay to a miller for flour, and therefore imposed a limit upon the price which a miller could pay to the Wheat Board or to any person for wheat. Accordingly, as long as the price of bread was fixed at 6d. it was impossible for the local price of wheat to rise and remain above a certain figure. The flour tax, however, had made it possible to pay the farmer a price higher than the price which would otherwise have been obtainable by him. The Board sold wheat of the 1945-46 season to the millers at 3/11¼d. per bushel, to produce merchants at 4/3d. per bushel, and to breakfast food manufacturers at 3/11¼d. per bushel—evidence of C. J. Perrett, General Manager of the Board. With the price of bread fixed at 6d. per 2lb. loaf, a miller, with the flour tax at £2:8:10 per ton, could not pay more for wheat than about 3/11¼d. 10

In normal non-crisis times unaffected by war or post-war conditions the price of wheat for local consumption bore a close relation to export price. A farmer would not sell his wheat for local consumption at a price lower than that which he could obtain from an exporter. Thus, as Mr. Nock said in evidence, "There was always an export value for wheat except there was some world crisis. If the miller in Sydney, Adelaide or Melbourne acquired wheat he always had to give as much as the shipper would, sometimes more. When there was a temporary lack of offerings he had to give as much as a penny more . . . Export parity was practically always the lowest price and the millers' price was frequently above, as also was the speculators' price." (The learned judge accepted as true all the evidence of all the witnesses. There was no conflict of testimony.) In 1945-46 there was a strong market for wheat and the export price rose. The plaintiff claims that it is entitled as compensation to the fair pecuniary equivalent of its wheat at the time and place of acquisition. That equivalent, it is argued, is to be determined on the basis of export parity, so that the plaintiff should not suffer by reason of the policies to which effect was given by the provisions which provided wheat for local consumption at a lower price than export parity. The defendant, on the other hand, says that so-called "export parity" was, in the conditions which prevailed at the time when the plaintiff's wheat was acquired, not a true measure of the value of the wheat and that the plaintiff will get full and fair compensation on the pooling basis. 20 30 40

The Plaintiff Company (or Mr. Nock before he formed the Company) has always put its wheat into the pools and had accepted dividends from the pools in the form of advances and, when pools were wound up, of final payments. The plaintiff put its wheat into No. 9 pool in the manner stated, and allowed its wheat to be dealt with as part of the pooled wheat,

together with the rest of the wheat, making up 123,000,000 bushels. The plaintiff received from the Board certificates or warrants for its wheat, with coupons for advances attached. These warrants were assignable to other persons. The plaintiff accepted first and second advances on various quantities, amounting in all to £3,441-10-1, but in June, 1946, the plaintiff instructed its bank not to accept any further advances. The defendant is willing to pay the further advances as dividends from the pool. The plaintiff, however, refuses to receive them. The amounts received amount to about 6/11d. per bushel, or about 5/9d. after the deduction which the defendants claim and have made for wheat tax (Exhibit 18).

The plaintiff now claims compensation upon a basis which ignores the pool. The plaintiff contends that it was entitled to inform the Wheat Board that it was putting its wheat into the pool and to allow the Board to assume that the plaintiff was content that its wheat should be dealt with in the same manner as the wheat belonging to thousands of other farmers, but that if it turned out that the market price on the day of delivery to the Board was higher than the ultimate pool dividend, the plaintiff could then disclaim any relation to the pool and insist upon payment of the market prices. In my opinion the Plaintiff definitely and unambiguously delivered the wheat as wheat to go into No. 9 pool. The documents which the Plaintiff signed contained an express statement to that effect. It was the intention of the Plaintiff and of the Board that the wheat should be dealt with as put into the pool, that the Board should not be under any separate special liability in relation to the Plaintiff's wheat, but that the liability of the Board should be that which is involved in the existence of a pool, namely proper disposition of the product, deduction of proper expenses, and distribution, in advances and final dividends, of the net proceeds. The plaintiff invited the Board to deal with its wheat upon this basis and the Board acted accordingly. The plaintiff contends, however, that any farmer was entitled to act as the Plaintiff did, by putting his wheat into the pool but keeping a claim for compensation on an export parity basis up his sleeve.

Regulation 19 may be regarded either as *the* means, and the *only* means, of determining compensation under Regulation 14, or as *a* means of obtaining compensation if the owner of the goods is prepared to accept that particular method of assessment: see *Tonking's* case (*supra*). Upon the former view all persons whose wheat was acquired are bound to accept the payments made in accordance with Regulation 19 as representing full compensation. Upon the latter view, if they in fact accept the method of Regulation 19 and invite the Board to deal with the wheat as pooled wheat, they cannot, in my opinion, subsequently change their ground and claim that they have had a separate transaction with the Board altogether outside the pool, and that the Board is bound to pay them what happens to be the market price for their parcels of wheat on the days of delivery of their wheat to the Board. To admit such a contention would allow the owner to approbate and reprobate. The Board would never know what its relation was to any owner. The evidence shows that such

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a position was not within the contemplation of either the Plaintiff or the Board when deliveries were made and advances were paid. In my opinion the Plaintiff delivered its wheat to the Board upon the terms that it was to be dealt with in No. 9 pool. The Board, upon the invitation of the Plaintiff, so dealt with wheat, and the Plaintiff is not now at liberty to seek to change the whole basis of its dealings with the Board. Upon this ground in my opinion the action of the Plaintiff should fail.

If Regulation 19 is held to be compulsory in character, the Plaintiff is bound by it. If it provides only an alternative optional means of obtaining compensation, the Plaintiff has adopted it. Thus, in my opinion, the action of the Plaintiff should fail, whether Regulation 19 is construed as in *Tonking's* case (*supra*) or otherwise. 10

But I am also of the opinion that, even if, as the Plaintiff claims should be the case, the question of fair compensation is approached upon the basis that the Plaintiff is entitled to disregard the pool, the amount payable to the Plaintiff under the pooling provisions has not been shown to be less than the amount of compensation properly payable.

If compensation is payable upon a basis which disregards the pool, it should be determined by enquiring what could have been obtained by the Plaintiff Company for its wheat if the wheat had not been compulsorily acquired. Plaintiff's counsel expressed this principle by saying that it should be assumed that there was "a free market" for wheat at the time when the wheat was acquired and argued that this meant not only that no powers of compulsorily acquiring the Plaintiff's wheat had been created, but also that there were no powers of compulsorily acquiring any wheat from any other persons. I agree with the former proposition but, upon the view which I take of the effect of the evidence, it is unnecessary for me to express an opinion upon the latter proposition, which cannot be said to be as clearly established as the former proposition. Reference was made to *Cedars Rapids Manufacturing & Power Co. v. Lacoste*, 1914 A.C. 569, and *Vyricherla Naravana Gajapatiraju v. The Revenue Divisional Officer Vizagapatam*, 1939 A.C. 302, which were land compensation cases. In the former case the claimant sought to have the value of his land assessed upon the basis that it would form a valuable part of the enterprise to be established by the acquiring authority. It was held, however, that the price which was payable as compensation was to be tested by "the imaginary market which would have ruled had the land been exposed for sale before any undertakers had secured the powers" (of compulsory acquisition): see 1914 A.C., p. 576. Accordingly, the question to be investigated was for what the land would have been sold if "put up to auction without the appellant company (the acquiring authority) being in existence with its acquired powers, but with the possibility of that or any other company coming into existence and obtaining powers." Similarly, in the *Vyricherla* case, 1939 A.C. at p. 312, it was said that the compensation for land compulsorily acquired must be determined by reference to "the price which a willing vendor might reasonably expect to obtain from a willing purchaser . . . . Neither must be considered as 30 40

“acting under compulsion.” At pp. 319–320 it was said that “The valuation must always be made as though no such powers (that is, of acquisition) had been acquired, and the only use that can be made of the scheme (that is, the enterprise for which the property acquired was to be used) is as evidence that the acquiring authority can properly be regarded as possible purchasers.”

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10 These principles have been applied for the purpose of preventing the owner of land which has been compulsorily acquired from obtaining by way of compensation something like a bonus or premium by reason of the adoption or development of the scheme which the acquisition is designed to serve. For example, a small allotment is essential to the establishment of a large power plant on a large area. The owner is not entitled to compensation upon the basis that the allotment is essential to the large enterprise. He is entitled to the value to him of the allotment but not to a payment representing value to the taker, enhanced or created by the scheme under which the acquisition is made. This is the reason why it is said, in land compensation cases, that value is to be assessed as if the acquiring authority had no powers of compulsory acquisition. Similar reasoning would prevent the amount of compensation being diminished

20 by the result of the acquisition of a claimant's property.

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The Plaintiff submitted two alternative hypotheses as representing the proper basis for assessing compensation, it being assumed in each case that there were no powers of compulsory acquisition: first, that the Board did not exist, and secondly, that the Board existed and was the sole available buyer of wheat, but (as stated) that the Board had no powers of compulsory acquisition.

30 In the wheat season 1945–46 the war had just ended and conditions of trade and transport were still very disturbed. Wheat could be sold for export only if it could be transported overseas. Shipping was still under control, which gave priority to Government requirements. A witness for the Plaintiff said that an individual with wheat in 1945–46 would not have been able to sell upon the overseas market, and the evidence for the defence showed that all exported wheat went to buyers who had an allocation from the International Emergency Food Council in Washington, and that wheat was exported in accordance with allocations made by the Council. The purchases for export were actually made by the United Kingdom Ministry of Food, and the wheat was sent to India, Ceylon, Malay Archipelago and Hong Kong. Shipping was provided by the Ministry of War Transport or the Ministry of Transport in England, and

40 there was difficulty in obtaining shipping for what the Board exported in 1946. All this evidence was accepted by the learned trial Judge. There was no evidence that an individual with 14,000 bushels of wheat to sell (or even a larger quantity) would have obtained an allocation from Washington or that the British Ministry of Food would have dealt with such an individual.

The export prices upon which the Plaintiff relies as fixing the value of its wheat were in fact the prices at which the Board sold wheat for



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I consider the question of compensation upon the hypothesis first submitted—that no wheat whatever was compulsorily acquired, and that the Wheat Board did not exist.

In my opinion it is mere gratuitous assumption to say that in the circumstances stated there would have been export prices of 9/6d. and 9/9d. Those prices existed because the Australian Wheat Board existed, and because the disposition of wheat had been organised by the Board in co-operation with overseas authorities. The Board had obtained bags and, indeed, owned all the wheat bags in Australia at a time when it was very difficult to buy bags. It had the services of all the skilled wheat merchants. The evidence shows, and it is common knowledge, that trade, and especially export trade, in all commodities was gravely upset and disturbed by the war. It is impossible to say whether, if there had been no system of national control of disposition of wheat, including the provision of bags and shipping to take away exported wheat, it would have been possible to dispose of wheat at any particular price. Only 59,000,000 bushels or thereabouts out of the 123,000,000 bushel crop were required for home consumption. In the absence of some form of control, and particularly of governmental assistance for the purpose of obtaining shipping, it is quite probable that there would have been a glut of wheat in Australia with very low prices, or no prices at all, and that it would have been impossible to sell wheat for export. If in the disturbed conditions of 1945-46 the wheat industry had been left to itself without any control it can only be a matter of speculation as to what the position of the wheat market in Australia would have been. A condition of complete chaos would have been as likely a result as any other. The plaintiff has received or is entitled to receive 6/11d. per bushel for its wheat if compensation is determined under Regulation 19. The onus is on the Plaintiff to show that the amount is not in all the circumstances fair compensation. The Plaintiff has not in my opinion shown that, upon the hypothesis mentioned, it would have been possible to obtain as much as 6/11d. a bushel for the wheat. On this basis the claim of the Plaintiff fails because it is not shown that the Plaintiff has not already received adequate compensation.

The second hypothesis submitted for the Plaintiff as an alternative is that the existence of the Board might be assumed, the Board being regarded as a possible purchaser, but without any power of compulsory acquisition. What has been said with respect to the first hypothesis applies equally to this suggestion. The Board would merely become a possible purchaser, but all the circumstances referred to in discussing the first hypothesis would still exist, with the same complete uncertainty of effect upon the marketability of wheat. If the Board is to be supposed to be conducting a voluntary pool (there being no power of compulsory



acquisition) then it is unlikely that the Board would concern itself with persons who refused to come into the pool.

In order to exhaust the possible alternatives, consideration may be given to the probable position if it is assumed that the regulations existed and that the Board had powers of compulsory acquisition and had acquired all the wheat with the exception of the Plaintiff's wheat. What in those circumstances would the Plaintiff have been able to get for its wheat? Millers would have paid no more than the price at which they could have bought from the Board (3/11½d. per bushel). Similarly, the produce  
 10 merchants would not have paid more than 4/3d. per bushel, and breakfast food manufacturers would have paid no more than 3/11½d. No reason has been suggested which would lead the Board itself (regarded as a willing purchaser) to give to a person who had refused to come into the pool terms more favourable than those given to growers who had brought their wheat into the pool. As far as export wheat was concerned, the Board in fact controlled all export of wheat, and it is difficult to see that a private seller with a few thousand bushels would have been able to dispose of his wheat at all. The onus is on the Plaintiff to show that upon this hypothesis it would have obtained more for its wheat than is available under the terms  
 20 of Regulation 19, and the Plaintiff has failed to show that this is the case.

In my opinion the hypothesis of a "free market" should, in its application to questions of compensation, be taken to mean only that the assessing tribunal should endeavour to ascertain the price which a willing purchaser would give to a not unwilling vendor of the property in question, neither being under any compulsion, the price to be assessed at the value to the owner. This does not mean that the assessing tribunal is to assume a legislative void. It is one thing to assume that an acquiring authority does not exist, or that it exists, but without power of compulsory acquisition, so that it can be regarded as a potential purchaser. It is quite  
 30 a different thing to assess value upon an hypothesis that there are no laws which affect that value, or that some of such laws do not exist. Such an assumption imagines a market which could never have existed. It is not upon a basis so unreal that "true value" is to be assessed. Neither a duty to provide just terms for the acquisition of property nor an obligation to pay fair compensation involves a complete exclusion of all consideration of the interests of the community, or, more particularly, of the laws which protect such interests. Justice and fairness to the community are not precise standards; but laws directed to those objectives, if their terms are clear, are not open to such criticism. The necessity of paying compensation  
 40 under the law and of giving just terms to persons whose property is acquired under the law does not in my opinion compel the community to submit to the exaction of the uttermost farthing upon the basis that laws protecting the community against excessive prices are to be disregarded when compensation is being assessed.

In considering the various hypotheses which may be taken as a basis for compensation I have hitherto excluded the fact that the price of bread was fixed under federal and State laws. The validity of these laws was not

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challenged. It cannot be contended, since *Farzy v. Burvett*, 21 C.L.R. 433, that the defence power does not enable the Commonwealth Parliament to fix the price of bread. Neither can it be argued that State Parliaments cannot effectively legislate with respect to internal prices of goods: *James v. The Commonwealth*, 55 C.L.R. 1, at p. 49: 1936 A.C. at p. 620.

It has been held by the highest authority that laws which directly apply to the subject matter of acquisition may properly be taken into account in determining compensation. For example, in the case of land, legislative restrictions upon its use are relevant to a determination of the value of the land: *Corrie v. McDermott*, 1914 A.C. 1056: 17 C.L.R. 223. 10  
So also the commercial value of goods may be affected by limitations upon their sale or by provisions with respect to taxation, as in the case of intoxicating liquors. *A fortiori*, it is proper to take into account laws which do not directly apply to the subject matter of acquisition (in this case, wheat) but which, applying to other goods (bread) either necessarily or probably affect the value of that which is acquired. In the present case the value of wheat for local consumption was effectively controlled by the fact that the price of bread was fixed under legislative provisions at about 6d. per 2lb. loaf, in some cases under federal authority, in other cases under State authority. This fact imposed a limit upon the price which 20  
could be paid by bakers for flour and by millers for wheat. It brought about the reduction of prices for home consumption which the Plaintiff endeavours to ignore. In my opinion there is no justification for assessing compensation for the Plaintiff upon the basis that no price was validly fixed for bread.

The result, therefore, is that there is nothing to show that the Wheat Board did not obtain what under the relevant circumstances was the best price which was practically obtainable for wheat which was locally consumed as well as for wheat which was exported. It is true that the price of bread might have been increased or that the Government might have paid larger 30  
subsidies to the pool, but neither of these things happened, and the possibility of them happening cannot reasonably be regarded as a matter which would have affected the price which any purchaser would have been willing to pay for the Plaintiff's wheat in the season 1945-46.

In my opinion the appeal should be dismissed. The Court is equally divided in opinion and, therefore, the decision of Williams, J. is affirmed—  
Judiciary Act 1903-47, Section 23 (2) (a).

Rich, J.

RICH, J.

The claim made in this case against the Commonwealth raises some 40  
very difficult questions, but in my opinion the ultimate question to be determined relates to the compensation to which the Plaintiff is entitled. This question does not admit of an easy answer.

I will state briefly some of the salient facts as found by the learned trial Judge. The action was concerned with the acquisition by the Australian Wheat Board of the 1945-46 wheat crop, which in round figures amounted to 123 million bushels. Approximately one half of this yield

was made available for local consumption and the balance for export. The price of the wheat allocated for export was determined by the learned trial Judge at 9/6d. per bushel for bulk wheat and 9/9d. per bushel for bagged wheat.

The Plaintiff claims that the wheat of which it was deprived by the Defendant should be valued at its export price and that this price is the proper measure of the compensation it should receive. One other matter must be mentioned. While I do not think it necessary to narrate the history during recent years of the legislation relating to the Australian Wheat Industry there is no dispute that the effect of the legislation so far as material to these proceedings was that 5/2d. was fixed upon as a price which would give the wheat grower a reasonable return, and at the same time keep within bounds the price of flour and bread to the Australian consumer. Machinery was also provided whereby the price of 5/2d. a bushel should remain a standard price by means of regulatory taxing provisions whereby a tax could be imposed in favour of the wheat grower as against the Australian consumer when the export price was below 5/2d. and imposed in favour of the consumer as against the wheat grower when the export price exceeded 5/2d.

20 In the course of the trial Regulations 14 and 15 of the Wheat Acquisition Regulations were challenged, but I entirely agree with the learned trial Judge's conclusion that these regulations should be regarded as valid.

In my opinion Regulation 14 is a material element in this case. The effect of this regulation is that when wheat has been acquired by the Commonwealth from a wheat grower, the rights and interests of every person in that wheat become converted into claims for compensation.

Now, while provision is made by the regulations to compensate the wheat grower for the wheat taken from him by what appears to be a pooling system, the wheat grower is not restricted to the means so provided for obtaining compensation for his wheat.

30 In *Australian Apple and Pear Marketing Board v. Tonking* 66 C.L.R. 77, this Court considered the National Security (Apple and Pear Acquisition) Regulations and I can see no material difference between those regulations and the relevant Wheat Acquisition Regulations.

In my opinion, what I said in *Tonking's* case applies with equal force to the relevant Wheat Acquisition Regulations. After due consideration I adhere to the opinion which I arrived at in *Tonking's* case as to the right of an owner of property taken by the Commonwealth to compensation on the basis of just terms, and to the further conclusion that an owner of property compulsorily acquired by the Commonwealth is entitled to seek from a Court of Law just compensation and is not bound to accept such compensation as is provided in pursuance of statutory provisions made for this purpose.

40 There is nothing in the language of Regulation 14 or of Regulation 19 to support the view that they present the wheat grower with an election. In the instant case the Company did nothing but send in a claim and receive two advances and in any case the Minister made no determination.

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The problem of election arises “ where a man has an option to choose “ one or other of two inconsistent things, when once he has made his “ election it cannot be retracted it is final and cannot be altered. *Quod “ semel placuit in electionibus, amplius displicere non potest.* That is Coke “ upon Littleton,” *Scarf v. Jardine* 7 A.C. 345 at p. 360. But as I have pointed out neither by the regulations nor by the evidence is an election demanded.

In the result, as I have already indicated the crucial question in this case is what is the compensation to which the Plaintiff is entitled and in determining this question just terms must be considered as the basis of 10 this compensation.

In considering this question which as I have suggested does not admit of an easy answer, I think that the export price claimed by the Plaintiff cannot be considered as the determining factor. Many other considerations must be taken into account. A great part of the wheat yield must obviously be retained for local consumption and I can see no reasonable ground for denying the right of the Commonwealth Government to determine the conditions, including a condition as to price, under which portion of the wheat yield must be retained in Australia for the benefit of local consumers.

Having regard to these considerations I am in substantial agreement 20 with the conclusions arrived at by the learned trial Judge. He found, and I can see no objection to his finding that, leaving aside any question as to deduction for tax, the Plaintiff was entitled, by way of compensation for the wheat of which it had been deprived, to the sum of £4,740 as compensation.

I now consider the further question which was raised and that is whether in computing the amount of compensation payable to the Plaintiff there should be some deduction for tax.

The Defendant by its defence claimed that there should be a further 30 deduction because the Plaintiff had become liable to pay to it the provisional tax under the Wheat Tax Act 1946 at the rate of 1/1 $\frac{1}{8}$ d. per bushel. I find some difficulty in accepting this claim. I assume that this tax is valid under Section 55 of the Constitution. It appears to me however that if £X is a fair measure of the value of property taken from an owner by the Commonwealth, it is inconsistent with the idea of just terms that this sum should be reduced by a tax. I think therefore that the deduction on account of tax claimed by the Defendant ought not to be allowed.

In the result I come to the following conclusions. The Plaintiff is entitled by way of compensation for the wheat taken from it to £4,740. 40 As however the Plaintiff has already received £3,441.10.1 he is therefore entitled to Judgment for the difference namely £1,298.9.11. While I recognize as the trial Judge found, that the addition of the sums which the Plaintiff has already received and will receive under Regulation 19 apart from taxation, is £4,925.4.0 the formal result of these proceedings must however depend on the pleadings.

I would therefore allow this appeal with costs and in lieu of the Judgment for the Defendant give Judgment for the Plaintiff for £1,298.9.11 with costs.

STARKE, J.

Appeal from a Judgment of this Court in its original jurisdiction entering Judgment for the Defendants in the action, the Respondents here.

The claim of the Plaintiff, the Appellant here, was for compensation in respect of some 14,284 bushels of wheat, 1945-1946 season, of which 3,786 bushels were in bulk and 10,498 bushels were bagged, which it was alleged the Defendants had compulsorily acquired pursuant to the National Security (Wheat Acquisition) Regulations or had been purchased by them  
 10 under an agreement for sale and purchase or which they had converted to their own use. The claim, after crediting certain receipts, involves some £3,000 but it was said at the Bar that the judgment in this case would govern the claims of other wheat growers in the same position as the Appellant, involving a very large sum, possibly some millions of pounds.

The claim based upon an agreement for sale and purchase was not pressed before this Court and that based upon conversion is untenable if the wheat was lawfully acquired, as I think it was, pursuant to the National Security (Wheat Acquisition) Regulations.

These Regulations provided that the Minister might from time to time  
 20 by order published in the Gazette provide for the acquisition by the Commonwealth of any wheat described in the order and that the wheat should by force of and in accordance with the provisions of the order become the absolute property of the Commonwealth, freed from all interests affecting the wheat, which were converted into claims for compensation.

In November, 1939, the Minister, purporting to act under this Regulation, declared that all wheat harvested in Australia on or after the publication of the order in the Gazette was acquired by the Commonwealth and in the same month published the order in the Gazette.

Objection was taken to the validity of this order but the objection  
 30 cannot be sustained in view of the decisions of this Court in the cases of *Victorian Chamber of Manufacturers v. The Commonwealth* (1943) 67 C.L.R. 335, 347, 413; *Andrews v. Howell* (1941) 65 C.L.R. 255; *Australian Apple & Pear Marketing Board v. Tonking* (1942) 66 C.L.R. 77; and the provisions of the Defence (Transitional Provisions) Act, 1946, and the Wheat Industry Stabilisation Act (No. 2) 1946, Section 11.

The main question argued upon this appeal was the amount of compensation payable to the Appellant pursuant to the Regulations. Export parity has invariably governed the value or price of wheat in Australia. The parity was the basis of prices for home consumption.  
 40 Those prices followed the export parity but were often a little above it. It is well settled in this Court that the Appellant is entitled to the market value of its wheat, if a market value be established, and otherwise to the pecuniary equivalent of the wheat at the time of acquisition ascertained upon a consideration of all relevant facts affecting value in the ordinary way of business. The Judicial Committee has said that the most practical form in which the matter can be put is that the appellant would be entitled to receive the sum which a prudent purchaser would have been willing

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to give for the property sooner than fail to obtain it (*Pastoral Finance Association Ltd. v. The Minister* (1914) A. C. 1083, at p.1088). But that is not very enlightening. It assumes, I take it, that the relevant facts affecting value are known to the hypothetical purchaser or as was said in *Standard Oil Co. of New Jersey v. Southern Pacific Co.* (1925) 268 U.S. 146, at p. 156 (69 Law Ed. 890, at p. 895) “ the ascertainment of value is not controlled by artificial rules. It is not a matter of formulas, but there must be a reasonable judgment having its basis in a proper consideration of all relevant facts.”

The respondents submitted that Regulation 19 prescribes the method of ascertaining the compensation payable under the Regulations. That contention is contrary, it is contended, to the decisions of this Court in *Andrews v. Howell* (1941) 65 C.L.R. 255 ; and *Tonking's case* (1942) 66 C.L.R. 77. But I do not think that those cases control the construction of the National Security (Wheat Acquisition) Regulations. 10

The National Security (Apple and Pear Acquisition) Regulations under which those cases were determined gave the parties whose apples and pears were acquired an absolute right to compensation the amount of which might be recommended to the Minister by the Apple and Pear Marketing Board. Such a provision it was held did not oust the jurisdiction of competent courts to determine the amount of the compensation but merely provided, if valid, another procedure for determining the amount of that compensation. In the case, however, of the National Security (Wheat Acquisition) Regulations, though the claims of the persons whose wheat is acquired are converted into claims for compensation and the amount of compensation is that which the Minister on the recommendation of the Australian Wheat Board determines, still Regulation 19 (2A) provides that the basis of the compensation recommended by the Board shall be the rate or rates per bushel arrived at by reference to the surplus proceeds from the disposal of wheat subject to various deductions mentioned in the Regulation. This Regulation unlike the National Security (Apple and Pear Acquisition) Regulations envisages pooling the wheat acquired and distributing the proceeds amongst the persons from whom the wheat was acquired. I do not call in question the power of the Commonwealth to provide “ just terms ” of compensation by means of a pool. But the validity of the provision in the National Security (Wheat Acquisition) Regulations depends upon the character of the pool provided. By those Regulations (Regulation 26) authority is conferred upon the Board, on behalf of the Commonwealth, to sell or dispose of any wheat acquired by the Commonwealth. In each season the Board pooled the proceeds of sale, e.g., it constituted pools numbered 5, 6, 7, 8 and 9. Substantially, that numbered 9 was for the season 1945–46 and is the pool relevant to this case. And Regulation 19 prescribes, as already mentioned, that the basis of compensation to wheat owners shall be arrived at by reference to the surplus proceeds from the disposal of wheat recommended by the Board to the Minister. Even then the compensation payable depends upon the determination of the Minister and the recommendation of the Board. 20 30 40

The disposal of the wheat was wholly in the power and discretion of the Board and those from whom the wheat was acquired had no voice in the matter through representatives or otherwise and their interests were unprotected: *Johnston Fear & Kingham & The Offset Printing Co. Pty. Ltd. v. The Commonwealth* (1943) 67 C.L.R. 314. And it will be found in this case, that the disposal of the wheat for home consumption was governed by political and economic considerations rather than the true and real value of the wheat. A pool so constituted and administered contravenes, I think, the constitutional limitation contained in Section 51 (xxxi) of the Constitution.

But I see no reason for denying validity to the provision converting the rights of every person whose wheat was acquired into claims for compensation. That provision is, I think, severable (cf. Acts Interpretation Act 1901–1937, Section 46).

Consequently, in my opinion, the Appellant is entitled to the market value of its wheat at the time of acquisition or if no market value be established then to the pecuniary equivalent of its wheat ascertained by a consideration of all relevant facts affecting that value. The Appellant did not, I think, establish a market price for wheat but the Australian Wheat Board fixed its selling prices for wheat. And it had regard, I think, in fixing the prices of wheat for export to the prices obtained for Canadian and other wheat in London. Exhibit 10 discloses those selling prices.

Shortly, the export basis during the months of November and December 1945 and January 1946 for f.a.q. wheat was 9s. 6d. per bushel bulk free on board ports of Australia. It is agreed that 3d. more per bushel should be added for bagged wheat.

Flour for export was adjusted to the basic price.

And the price of wheat sold by the Board for home consumption was, for flour, 3s. 11¼d. per bushel bulk basis at ports; stock feed 3s. 3¼d. to November 28th then 4s. 3d. to 13th December and then 4s. 11d. bulk basis at ports; other local uses 3s. 11¼d. to 3rd January and then 4s. 11d. bulk basis at ports.

The price of 3s. 11¼d. was fixed by the Board about 1941–1942 when it conformed to export parity but thereafter it was pegged and retained irrespective of foreign movements in prices. The other prices were fixed under ministerial direction.

These home consumption prices are connected with the scheme contained in the Wheat Industry Assistance Act 1938 (No. 53 of 1938) and the related Acts and to a government subsidy in respect of stock feed.

This scheme was considered in *Deputy Federal Commissioner of Taxation (N.S.W.) v. W. R. Moran Pty. Ltd.* (1939) 61 C.L.R. 735; (1940) 63 C.L.R. 338; (1940) A.C. 838. All that need be said about it at present is that the scheme was to secure to wheat growers a payable price for wheat and to raise the necessary sum by imposing a tax on flour sold in Australia for home consumption.

The sum of 5s. 2d. per bushel bagged free on rail Williamstown was the basic price adopted by the scheme.

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As already stated the price of 3s. 11 $\frac{1}{4}$ d. for wheat for home consumption conformed to export parity when it was originally fixed in 1941–1942 but with the addition of the flour tax under the scheme at the rate of £2 8s. 10d. per ton, equivalent to 1s. 2 $\frac{3}{4}$ d. per bushel, an effective return was obtained of 5s. 2d. per bushel bagged basis and 4s. 11d. bulk basis. But when the export parity rose the Board did not alter the home consumption prices. Thus the rate of tax upon flour for home consumption was stabilized at £2 8s. 10d. per ton for the convenience of millers in computing the tax and for administrative convenience.

The selling price for stock feed was fixed in November 1945 at 4s. 3d. 10 per bushel bulk but a subsidy of 8d. per bushel provided by the government gave an effective return of 4s. 11d. per bushel bulk basis.

The wheat acquired by the Commonwealth for 1945–1946 season from wheat growers was not kept separately but mixed together. About one half of that wheat was exported and the other half used for home consumption. In round figures 123 million bushels were marketed, of which 59 million bushels were disposed of for home consumption.

A realisation statement prepared by the Board (Exhibit 8) shows an average return (including tax and subsidy) from wheat marketed for home consumption of 4s. 7·524d. calculated on bulk basis free on rail main 20 shipping ports and an overall average from all wheat marketed calculated on the same basis of 7s. 8·190d. and a net realisation of 6s. 11·389d.

And there is a realisation statement in Exhibit 18 which is calculated on the same basis as Exhibit 8 but, adjusting expenses, gives an overall average based upon deliveries by the Appellant to No. 9 pool, season 1945–1946, of 6s. 10·746d. per bushel.

And this latter sum, or perhaps a little less for further expenses, is, as I understood the argument for the Respondents, the proper measure of the compensation payable to the Appellant in respect of the wheat acquired from it. 30

All parties are content that compensation should be measured in respect of wheat exported by the Board's export selling price of 9s. 6d. per bushel bulk basis free on board main shipping ports and the primary Judge has found that no greater price could reasonably have been obtained for wheat acquired in November and December 1945 and January 1946.

But the Appellant is not content with the prices fixed by the Board for home consumption wheat, including taxes and subsidies, as a measure of compensation for about half the quantity of wheat acquired from the Appellant pursuant to the regulations.

It claims that it is entitled to the true and real pecuniary equivalent 40 of its wheat at the time of its acquisition and contends that the Board pegged the price of wheat for home consumption irrespective of value for the purpose of stabilising the flour tax and administrative convenience and in consequence of ministerial directions.

In my opinion, the facts already related establish this contention on the part of the Appellant.

Standing alone the prices so pegged by the Board are not a proper



measure of the compensation payable to the Appellant in respect of wheat retained for home consumption.

The Respondents contend, however, that conditions were abnormal and that the export value of wheat was not a true measure of the value of wheat for home consumption.

This contention must be examined.

In 1945 and 1946 a state of war existed though by September 1945 hostilities had ceased between the belligerent nations. Wheat was in short supply and in great demand in a starving world. A price temporarily abnormal is not necessarily an equivalent of value but regard must be had to the special circumstances arising from war, especially the persistent and even abnormal increase in the exchange value of any commodity.

In the present case the export parity represented real exchange value which was persistent and rising and not merely temporary.

Indeed the export parity for wheat has greatly advanced since 1945-1946.

Then it was said that shipping was controlled and in short supply. But I cannot accept the view that difficulty in connection with transport had much, if anything, to do with the value of wheat retained by the Wheat Board for home consumption. Transport might have been delayed but the fact remains that the Wheat Board exported the equivalent of 64 million bushels and retained for home consumption the equivalent of 59 million bushels. There is little doubt, I think, that the demand for wheat was so strong that shipping could and would have been obtained if the Wheat Board had been willing to export. The Government and the Wheat Board were not willing to export because the wheat was required for home consumption. The value of the wheat was not thereby affected: it was simply made available for home consumption just as it would have been available in normal times when prices conformed to export parity.

It was suggested however, that the Appellant itself would have been unable to obtain transport for its wheat. But that argument is fallacious. The value of the wheat acquired by the respondents was that which might have been obtained for it regardless of its compulsory acquisition.

It was also said that the export of wheat and other commodities might have been prohibited under powers contained in the Customs Act, 1901-1936, Sections 52, 112, and that the export of wheat was in fact prohibited by the Statutory Rule, 1946, No. 90, unless with consent, on the ground that it would be harmful to the Commonwealth. But placing an embargo upon export secures supplies for home consumption and rather affirms export parity as a true measure of value in the case of wheat than as a restriction upon its value to the growers. And it is not established nor can it be assumed, in the absence of price control regulations, that embargoes of this description restrict or lessen the value of commodities.

Indeed, the constitutional validity of such restrictions might be obnoxious, I should think, to the provisions of Section 51 (XXXI) of the Constitution if "just terms" were thereby denied to persons whose property was compulsorily acquired.

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Further, it was said that the Wheat Industry Assistance Act, 1938, No. 53, and its related Acts, the Flour Tax Acts 1938, numbered 48, 49, 50 and 51, Wheat Tax Act 1938, No. 52, controlled or affected the value of wheat for home consumption. It is unnecessary to examine these Acts in detail. The scheme of the Acts was to ensure wheat growers a payable price, as it was called, for their wheat. Accordingly, Acts were passed to raise money by taxing flour and flour products so as to provide a fund available for payment of moneys to farmers of wheat. The tax was fixed upon the basis that 5s. 2d. per bushel of wheat free on rail at Williamstown was a remunerative price and the Acts were framed so as to secure to wheat farmers a payment upon the basis of 5s. 2d. per bushel free on rail at Williamstown. If the price of wheat rose above that amount a tax was to be imposed on wheat grown in Australia and sold to a wheat merchant so as to form a fund out of which moneys could be paid to millers but the rate of tax was not to exceed in any case one shilling per bushel (see *Deputy Federal Commissioner of Taxation (N.S.W.) v. W. R. Moran Pty. Ltd.* (1939) 61 C.L.R. 735 ; (1940) 63 C.L.R. 338 ; (1940) A.C. 838).

These Acts secured to wheat growers a minimum of 5s. 2d. per bushel free on rail Williamstown for their wheat but, in themselves, did not lessen or depress the value of their wheat except in so far as the wheat tax not exceeding one shilling per bushel would affect their returns.

Later Acts were also passed relating to financial arrangements necessary for carrying out a scheme for the regulating and control of wheat during the war, 1939 No. 84, 1940 No. 70, 1944 No. 19 and, providing for wheat subsidies, 1944 No. 17, but these Acts did not affect the basic scheme though some alterations were made in detail.

The Wheat Industry Assistance Act 1938 No. 53 recited that the Premiers of the States undertook that legislation would be passed by the States providing for the fixing of such prices for flour sold for home consumption in Australia as would provide for wheat growers a payable average price on all wheat produced by them and that legislation had been passed by the States providing for the fixing of prices of flour sold for home consumption.

The Wheat Products Prices Acts 1938 of Victoria illustrates these Acts. It recites that the Commonwealth had agreed to co-operate with the States in making legislative provision for a scheme for securing a home consumption price for wheat products and that for the purpose of the scheme it was desirable that provision should be made for fixing the price of wheat products, that is flour, bran, pollard, bread and such other substances produced by gristing, crushing, grinding, milling, cutting or otherwise processing wheat as are declared by proclamation to be wheat products.

Authority was accordingly conferred upon the Governor in Council by the Act to fix such prices. And for the scheme to operate I gather that it was necessary or at least desirable to relate such prices to the basic price adopted by the scheme for wheat per bushel free on rail Williamstown. At all events a series of Acts, regulations and orders were passed by the

Commonwealth and the States fixing prices for wheat and wheat products. And in addition there was a Commonwealth Ceiling Price Order No. 1015 dated 13th April 1943 made pursuant to the National Security (Prices) Regulations. That order fixed and declared the price or rate at which any person might sell or supply goods to be that at which that person sold substantially identical goods on the ceiling date, namely, 12th April 1943 (see *Fraser Henleins Pty. v. Cody* (1945) 70 C.L.R. 100).

In my opinion, this order cannot be applied to wheat having regard to the Wheat Industry Assistance Act and its related Acts and the terms of the order itself. Perishable primary products are excluded from the operation of the order which may well, therefore, exclude wheat, though I express no final opinion upon this point. However, wheat of one season is not and cannot be treated as substantially identical with wheat of any other season. Crops of wheat vary in volume and in quality. A commercial determination is made for each season separately of the fair average quality of the crop.

But a number of other price-fixing orders were passed by the Commonwealth and the States, as I have said, pursuant to and for the purpose of implementing the scheme. They do not apply, it should be observed, to export sales. All these orders are referred to in Exhibit 15.

Prices, regulations or governmental restriction of prices influence and often control the value of commodities in the market. Export parity, however, as already stated, governed the value or price of wheat in Australia. And in this case the prices regulations formed part of a scheme designed to secure growers a payable price for their wheat. The National Security (Wheat Acquisition) Regulations and National Security (Wheat Industry Stabilization) Regulations were operated in support of the scheme. And the fact that the Commonwealth retained for home consumption part of the wheat which it acquired and that it and the States regulated the disposal and the price of that wheat and its products does not establish the pecuniary value of the wheat to the growers at the time of acquisition from them or the true measure of the compensation payable to them. The prices so fixed were artificial prices adopted for political and economic reasons. That the home consumption prices fixed by the Government or the Wheat Board were artificial is demonstrated by the admitted fact that normally home consumption prices were governed by and followed the export parity.

Lastly reliance was placed upon the Wheat Tax Act 1946, No. 78, the Wheat Export Charge Acts 1946, Nos. 25 and 79 and the Wheat Industry Stabilization Acts 1946 Nos. 24 and 80.

The Wheat Export Charge Acts relate to the export of wheat and wheat products and do not concern this case.

Various provisions of the Wheat Industry Stabilization Acts commence on dates fixed by proclamation and so far, I understand, only Section 31 dealing with the Wheat Prices Stabilization Fund has been proclaimed.

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The Wheat Tax Act 1946 imposes a tax in respect of all wheat which has been acquired or is acquired by the Commonwealth.

The tax is payable by the grower.

The rate of tax is ascertained according to a method prescribed in Section 5 but it cannot be finally determined until the end of the wheat season. A "provisional rate," however, may be notified under the Act and the Minister in fact notified "the provisional rate" in respect of the wheat season commencing on the 1st October 1945 to be one shilling and one and one eighth-pence per bushel.

And Section 6 provides that the Commonwealth or the Board may 10 deduct any amount of the tax payable by any grower from any moneys payable by the Commonwealth or the Wheat Board to that grower on any account whatsoever, and any amount so deducted shall be applied in payment, or part payment, of the tax so payable.

Further, until the provisional rate of the tax in respect of wheat of a season has been ascertained, the Commonwealth or the Board may withhold payment of such part of any moneys payable to any grower of wheat of that season as appears to the Treasurer or the Board to be necessary to provide for the payment of the tax, and the Board may pay to the Treasurer, out of moneys so withheld by the Board, such instalments 20 on account of the tax as he thinks fit.

The Respondents claim that they are entitled to set off or Counterclaim the tax so payable against the Appellant's claim.

The Appellant, however, challenges the validity of the Wheat Tax Act 1946 on two grounds. One, that the Act is a law imposing taxation which deals with matters other than the imposition of taxation contrary to the provisions of Section 55 of the Constitution. It appears to me that this contention is untenable: see *Federal Commissioner of Taxation v. Munro* (1926) 38 C.L.R. 153, at pp. 215, 216. The other, that the Act is 30 obnoxious to the constitutional power to make laws with respect to the acquisition of property on just terms. The Commonwealth, as already appears, acquired the Appellant's wheat in accordance with the provisions of the National Security (Wheat Acquisition) Regulations which, as a just term, converted the Appellant's rights into a claim for compensation. Now the Wheat Tax Act 1946 imposes a tax upon wheat acquired by the Commonwealth and levies it upon the grower of the wheat. And it enables the Commonwealth to deduct the tax from any moneys, including compensation, payable by the Commonwealth or the Board. It takes away from the Plaintiff or diminishes the compensation or the just term to which he would otherwise be entitled pursuant to the regulations and 40 required by the provision of the Constitution.

In my Judgment, the tax is therefore invalid.

Consequently, this appeal should be allowed and Judgment entered

for the Appellant for £2,225 calculated in round figures in the manner adopted by my brother Williams as follows :

	5,249 bushels bagged wheat at	9s. 9d.	...	...	£2,559	In the High Court of Australia in its Appellate Jurisdiction	
	5,249	" "	"	9s. 9d.	...	2,559	
	1,893	"	bulk	"	9s. 6d.	...	899
	1,893	"	"	"	9s. 6d.	...	899
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	Handling Charges	14,284 bushels at	9d.	...	...	£535 13 0	
10	Flour Tax (Imports and Exports) Act	Section 4 (b)				714 0 0	
	Credit given by Appellant for compensation received			...	...	3,441 10 4	
						£4,691	
				Balance	...	£2,225	

Interest is also claimed on the balance payable to the Appellant but the authorities do not support the claim (see *Swift & Co. v. Board of Trade* (1925) A.C. 520 ; *Newport Corporation v. Monmouthshire Corporation* (1947) A.C. 520 ; *The Commonwealth v. Huon Transport Pty. Ltd.* (1945) 70 C.L.R. 293 ; and cf. *Marine Board of Launceston v. Minister for the Navy* 20 (1945) 70 C.L.R. 518.

The constitutional validity of the National Security (Wheat Acquisition) Regulations, I should add, was not challenged in this case on the ground that the terms of the acquisition were unjust because no provision was made for interest.

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The relief for which at the trial of the action and upon this appeal the Plaintiffs asked is the award of a money sum representing the value of the Plaintiffs' wheat delivered to the licensed receivers of the Australian Wheat Board in December 1945 and January 1946.

30 The sum was claimed in the first place as compensation for the compulsory acquisition of the wheat. In the alternative it was claimed as damages for a tortious taking of the wheat, presumably conversion, on the footing that the attempt to take it compulsorily was void. As a further alternative, an alternative which it was said was not abandoned but was not pressed, the same sum was claimed as the price payable upon a supposed sale of the wheat by the Plaintiffs to the Australian Wheat Board on behalf of the Commonwealth.

40 The Plaintiffs are a company of wheat growers and the wheat in question constitutes their deliveries to the Board for the season 1945–1946, that is for the Board's cereal season beginning 1st December 1945 and ending

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30th November 1946 or, as would be more generally said, into the Board's ninth pool. Some of the wheat was bagged and some bulk. Under whichever of the three legal heads the claim is put, the basal contention by which it is supported is that the value of the wheat should be taken to be 9s. 9d. a bushel for bulk and three pence more, that is 10s. a bushel, for bagged wheat free on rails at the seaboard, and that the Plaintiff should receive this value, diminished by the deduction of the proper charges to obtain the value at the sidings where they delivered it to the Board's receivers, and perhaps by the further deduction of an amount of 1s. a bushel in respect of the wheat tax that might have been imposed, by a proclamation and declaration under the Wheat Tax Act 1938, had it been thought proper. 10

Putting aside government prices for domestic consumption in time of war, the price or value of Australian wheat has always depended upon export prices. At about the times when the plaintiffs' wheat was delivered to the Board, the prices at which the Board was selling wheat for shipment f.o.b. Australian ports stood between 9s. 3d. and 9s. 9d. a bushel for bulk wheat and between 9s. 6d. and 10s. a bushel for bagged wheat. These prices, according to the plaintiffs, give the standard by reference to which their wheat should be valued. 20

The Australian Wheat Board took the Plaintiffs' wheat of the 1945-1946 season, in common with the wheat of all other growers of that season, into a pool, the ninth it had formed since the war began. The Board had made to the Plaintiffs certain payments called advances, but really dividends in the pool. The advances or dividends announced and distributed were four, the first 4s. 1d. a bushel for bulk or 4s. 4d. for bagged wheat: the second, 1s. less the deduction of 5·384 pence for railage from the siding to the seaboard; the third, 6d.; and the fourth, 6d. a bushel. A further amount will be distributed. However, the Plaintiffs refused the third and fourth advances, their purpose being to avoid prejudicing their present claim. The Defendants' case is that the distributions the Plaintiffs have received and will receive, and those they might have received but for their refusal, together amount to a sufficient compensation. That means upon the figures that the value of the bulk wheat does not exceed about 6s. 5 $\frac{3}{8}$ d. a bushel and of the bagged wheat 6s. 8 $\frac{3}{4}$ d. a bushel. Williams J. so found and entered judgment for the Defendants. 30

It is not clear why technically the Plaintiffs were not entitled, on his Honor's view of the case, to judgment for the residue of the compensation not yet actually paid to them, but no point was made of this. His Honour proceeded upon the view that the Plaintiffs' wheat had passed to the Commonwealth under a valid compulsory acquisition in respect of which the Plaintiffs were entitled to compensation to be assessed or determined according to the principles which govern the ascertainment of compensation for a deprivation of property and without any qualification of those principles. In applying those principles the learned judge cast no doubt upon the f.o.b. prices upon which the Plaintiffs relied. But His Honour's reasons show that he thought it impossible to suppose that, even had there been no 40

compulsory acquisition of wheat during the war, the Government would have permitted the price of wheat for domestic consumption to rise to anything like a parity with the value disclosed by the sales for export.

A variety of considerations existed which were relied upon as fortifying such an opinion. The considerations themselves grew out of the situation it epitomized. But without going into these at this point it is enough to say that substantially because in the cereal year 1945-1946, not much less than half the quantity of wheat harvested in Australia in the relevant season had been consumed domestically as flour and breakfast foods and  
 10 as food for pigs and poultry and other live stock, His Honour assessed the value of the Plaintiffs' wheat upon the hypothesis that half would have brought domestic prices and half export prices. He assessed the domestic prices at 5s. 2d. a bushel for bagged wheat and 4s. 11d. a bushel for bulk, and the export prices at 9s. 9d. and 9s. 6d. a bushel respectively.

This, of course, is only another way of saying that the value of Australian f.a.q. wheat of that season would consist of the average of the two prices, computed on the supposition that fifty per cent. would gain the export price and fifty per cent. would gain only the supposedly controlled domestic price. I say supposedly controlled domestic price because it  
 20 is a domestic price assessed by ascribing a policy as a matter of probability or conjecture to the Commonwealth which would not allow it to rise to export parity or to any level higher than that stated. This average of the two prices, after a diminution of 9d. a bushel for rail and handling charges, was less than the advances made together with the final anticipated payment.

In adopting a double price standard, export and domestic, for the purpose of estimating the value of the wheat, the learned judge necessarily proceeded upon the footing that if the Commonwealth had not resorted to compulsory acquisition of the wheat as the means chosen of controlling  
 30 that commodity during the war and of meeting the varying difficulties which would or might arise in the course of a long war in connection with the production, holding, realization, distribution and consumption of wheat, then other governmental measures, legislative and administrative, would have been taken. Implicit in this, moreover, is a further step, namely, that although the buying and selling of wheat is assumed to go on, yet the hypothetical government measures would have affected the value of the commodity. It may be said, however, that the means chosen to effect, among other purposes, the very purpose of keeping down the domestic price of wheat was compulsorily to acquire the wheat and pay the  
 40 owners the value it would otherwise possess.

If as owner of the wheat the Commonwealth could dispose of it for the needs of its own civil population in relatively large quantities and at relatively low prices as expediency might dictate, that might be said to be a contemplated result, if not an essential purpose, of compulsorily acquiring the commodity and paying the value to the growers as compensation. In this view it becomes a question whether it is consistent with

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the general principles governing compensation to allow the value to be depressed or diminished by the governmental purposes which necessitate or impel the compulsory acquisition. In other words, is it legitimate to assess compensation on the basis that, if there had not been an acquisition, then by some other exercises of governmental authority to effect the same object the value of the commodity would have been depressed or diminished in a like way ?

I suppose that at the root of the general principles governing compensation is the notion that the public purpose for which the thing taken is to be used should be carried out at the expense of the whole community of which the owner or owners are members, they in their capacity of owners being placed in the same pecuniary position as if the public purpose had not involved their property and necessitated its taking. 10

If, as has been assumed, the case is one to which the general principles of compensation apply, it appears to me that the chief, or at all events initial, question is one, not of fact, but of law ; and that question is, how far is it an admissible hypothesis, upon which the value of the wheat is to be fixed, that government policy in any case would have resulted in an artificial reduction in price, if compulsory acquisition had not been used as a means of giving effect to that policy. 20

I have said that it has been assumed that the case is one to which the general principles of compensation apply. It has been so assumed because of the interpretation which in *Australian Apple and Pear Marketing Board v. Tonking* (1942) 66 C.L.R. 77, the Court placed upon the National Security (Apple and Pear Acquisition) Regulations, and because those regulations are considered to be indistinguishable in any material respect from the Wheat Acquisition Regulations which govern the present case.

According to that interpretation, the Regulations enable the formation of a "pool" and the payment to the growers out of the pool of advances and compensation but nevertheless entitle every grower, unless he choose to accept such payments in satisfaction to recover in a court of law compensation assessed upon ordinary principles in respect of the compulsory acquisition of his wheat or fruit, as the case may be. 30

Whatever may be the meaning of the Apple and Pear Acquisition Regulations, for myself I cannot agree that this is the meaning of the Wheat Acquisition Regulations.

I think that the meaning of the Wheat Acquisition Regulations is that every wheat grower should be compensated for the acquisition of his wheat by payment of his distributive share in a pool and not otherwise. This view of the meaning of the Regulations entails difficulties of its own, difficulties having their source in the Constitution. It is a view which is not consistent with the plaintiffs' case, but, whether because they felt unable to distinguish *Tonking's* case (1942) 66 C.L.R. 77, or because of the inconvenience of encountering such difficulties, counsel for the Commonwealth did not controvert before us the interpretation of the Regulations which the Plaintiffs' case assumed. For reasons I shall afterwards give, I have reached the conclusion that if that interpretation be 40



accepted the Plaintiffs are right in contending that the assessment of the compensation to which they are entitled must proceed by adopting the prices for export as the value for their wheat at the seaboard f.o.b. or f.o.r. and the compensation must be reckoned by bringing the f.o.b. or f.o.r. price back to the value at the siding and making whatever other deductions would be necessary and, in particular, a deduction of wheat tax. As this would mean a higher rate of compensation which, if applied generally, would involve the Commonwealth in a great sum of money, it is apparent that my decision must in the end be governed by my answer to the question

10 whether I should or should not give effect to my own opinion of the meaning of the Wheat Acquisition Regulations, or, on the contrary, adopting the common assumption made by counsel, I ought to give them the interpretation which *Tonking's* case (1942) 66 C.L.R. 77, placed upon the Apple and Pear Acquisition Regulations.

Before resolving this embarrassing question I shall examine the Wheat Acquisition Regulations and explain the effect which I would myself give to them, if I were unfettered. It perhaps should be noticed at the outset that the word "acquisition" forms a prominent part of the title of the Regulations, a circumstance which may be thought to tend against the

20 view I take and to emphasize expropriation as a purpose rather than control and the establishment of pools. But it appears to be a matter of small significance particularly when it is remembered that in setting up all Commodity controls our draftsmen have sought to exorcise the uncertain but threatening form of Section 92 by praying compulsory acquisition in aid of their task. What is more important is that for the control and management of the purchase, handling, storage and disposal of wheat a representative Board was established as a body corporate. The Regulations are by no means well conceived or framed and instead of formulating the plan upon which it was intended to undertake the control of the collection,

30 storage, handling, realization and disposal of wheat, they rather concern themselves with the specific powers that would or might be needed and with the specific directions and authorities that it was thought necessary or expedient to give. Many of these powers are made subject to the directions of the Minister, a matter which may be of some importance.

As at first constituted the Australian Wheat Board consisted of a chairman representing the Government and of two wheat growers, three wheat merchants, two representatives of certain voluntary wheat pools and one person representing bulk handling authorities. But frequent changes in its composition were made, until in October 1942 it came to

40 consist of the chairman, seven growers and one miller. The point in this that is material is that it is impossible to regard the decisions and recommendations of the Board (as distinguished from the Minister) as those of the Commonwealth acting in opposition to the *maxim nemo debet esse iudex in propria sua causa*.

After erecting and constituting the Board and dealing with its procedure and officers and with the establishment of committees for each

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state, the Regulations turn to the authorisation of persons to receive wheat on behalf of the Commonwealth, that is from the growers, and to the appointment of agents abroad. Then by Regulation 14, the side note of which is “expropriation of wheat” they take up the question of compulsory acquisition. Regulation 14 begins with a statement of purpose. It is a combination of familiar formulas. “For securing the public safety of the Commonwealth and the Territories, for the efficient prosecution of the war and for maintaining supplies and services essential to the life of the community.” The source of the words can be seen in Section 5 (1) of the National Security Act, coupled with Regulation 32 (1) of the General Regulations. They seem to be invoked rather to justify than to explain what follows. 10

Next comes the grant of power. As it stood in November 1939, when the acquisition order with which we are concerned was made, the text ran “the Minister may from time to time by order published in the “Gazette declare that any wheat described in the order is acquired by the “Commonwealth.” Regulation 14 then proceeds, “and that wheat shall “thereupon become the absolute property of the Commonwealth freed “from all mortgages, charges, liens, pledges, interests and trusts affecting “that wheat and the rights and interests of every person in that wheat 20  
 “(including any rights or interests arising in respect of any moneys advanced “in respect of that wheat) are hereby converted into claims for “compensation.” It is upon the final words of this provision that the claim depends to have compensation assessed by the Court upon the ordinary principles of compensation law. Statistics show that at the time when the Regulations were promulgated there were over 50,000 farms of not less than 20 acres in Australia growing wheat. It seems incredible that it was intended to give to each of the farmers a right to compensation according to no defined measure, but separately to be assessed, if need be, by courts of law; to be assessed, moreover, according to a standard of 30  
 value which must in any event vary in amount from week to week and about the nature of which there is likely to be much dispute and uncertainty.

The real purpose of the latter part of Regulation 14 can be seen in what it says. The purpose is to give to the Commonwealth the absolute property in the wheat, and to that end to destroy all the various encumbrances and other proprietary rights and interests and to transform them into money claims. All the various possible interests described by Regulation 14 would naturally become interests in the compensation consisting of the money equivalent of the wheat. Common sense tells us that the question how the money equivalent was to be got at must 40  
 necessarily have formed a major part of the plan to which the Regulations were meant to give legal authority.

The words with which Regulation 14 concludes are not apt to throw open the whole measure of compensation, and every consideration of substance is against the supposition that it was intended to leave in the air, not only the basis of the wheat grower’s return for his wheat, but also the imposition upon the Commonwealth Treasury of a liability in excess of the surplus proceeds of the wheat, undefined and possibly huge in amount.

Against the side-note "compensation" there will be found in Regulation 19 a somewhat sketchily drawn but a sufficient statement of the intended means of ascertaining compensation. In my opinion the Regulations mean to confer no alternative or other right upon the wheat grower to a return for his wheat, whether by way of compensation or otherwise. Interposed between Regulation 14 and Regulation 19 are provisions dealing with the wheat grower's obligation to furnish to the Board a return showing what wheat acquired by the Commonwealth he holds or has in transit, if bagged, and if bulk, is represented by his wheat

10 warrants, with the wheat grower's obligation to deliver the wheat to a licensed receiver and in the meantime not to part with it, and with the obligation of the receiver to hold the wheat he receives. These provisions, which work out the acquisition, follow Regulation 14 in a natural sequence. Thus Regulation 19 takes up the question of compensation in logical order.

As Regulation 19 was originally drawn the indications that a commodity pool was intended were faint indeed. But very soon the process, apparently inseparable from legislation by regulation, of amendment, addition and agglutination began, and in the form in which we now have the Regulations, particularly Regulation 19, the intention to create a pool and treat the

20 distributive share of the grower in the net proceeds of the wheat as his compensation appears clearly. Moreover, that intention has statutory recognition. Sub-regulation (1) of Regulation 19 provides that after delivery of any wheat in accordance with the preceding regulations every person having any right or interest in that wheat may forward to the Board a claim for compensation in a form provided in the schedule. The sub-regulation proceeds to say that he shall be entitled to be paid such amount of compensation as the Minister, on the recommendation of the Board, determined. This form of words appears to me to make it necessary that any determination of the Minister should accord with the recommendation

30 of the Board. Independently of the language of the sub-regulation the probability that it was so intended is increased by other sub-regulations. But there is nothing in the language to compel the Minister to accept any given recommendation of the Board. If there is an adequate reason he may reject the Board's recommendation and so make for the time being no determination. But, if he makes a determination, it must conform with the Board's recommendation. Sub-regulation (2) is expressed apparently on the assumption that a duty rests on the Minister of making a determination, and that in the absence of some other provision it would be a duty to make a determination at once. On this footing the sub-

40 regulation expressly provides that it shall not be necessary for the Minister to make a determination until in his opinion a sufficient quantity of any wheat acquired by the Commonwealth has been disposed of to enable the Board to make a just recommendation. With the background of governmental commodity pools in Australia and of the wheat pools of the war of 1914-1918 it is easy to see in this statement an assumption that the compensation will be arrived at by pooling. The same sub-regulation goes on to empower the Minister in his absolute discretion to make any

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payment on account of any claim, notwithstanding that no determination in respect of the claim has been made. The so-called advances are payments made under this power. Sub-regulation (2A), however, provides in terms that the basis of the compensation to be recommended shall be the rate or rates per bushel arrived at by reference to the surplus proceeds from the disposal of wheat.

This brief statement prescribes pooling. It does not, however, define the pools contemplated. Consistently with it the Board might have established a pool extending beyond one season or covering part only of a season or limited to the wheat of a particular State or geographical area, and, indeed, some of these things were done apparently in the first, second and third pools. But however the Board planned the pools, pooling must be the basis of compensation expressed in the Board's recommendation. The sub-regulations proceed to authorise the deductions characteristic of wheat pools, viz., for corn sacks, transport charges from the siding to the terminal and dockages on account of condition or quality, deductions which, broadly speaking, may be said to be aimed at an equalization. Sub-regulation (2B), which was introduced in 1940 at the same time as sub-regulation (2A), deals with the special problem of premium wheat and does so by allowing an addition of the premium to the pool rate. This is to be done according to the Board's decision, though "subject to any direction of the Minister." Sub-regulation (2AB) provides, although somewhat indirectly, for a separate pool or pools of wheat harvested for grain by an unlicensed wheat grower or from an unlicensed farm where the Wheat Industry Stabilization Regulations required licences. 10

The provisions governing the finances of the Board conform with the conception of pooling. Regulation 27 directs the Board to maintain a bank account and pay into it all money received in respect of wheat or wheat products or otherwise, any moneys appropriated by the Parliament and any moneys borrowed for the use of the Board, and out of the money standing to the credit of the account to defray administrative costs and make all payments in respect of compensation and any other payments authorized by the regulations. Then Regulation 28 authorises the Minister to arrange for advances of the money for the use of the Board and to guarantee repayment. It might be expected that payments to the grower on account of compensation, the so-called advances, would be made before the wheat was realised and therefore out of Bank or Treasury advances. In any case the appropriation of moneys by the Parliament, whether in payment for wheat or flour taken over for military supplies or by way of subsidy, was sufficiently probable to cause the draftsman to include such moneys in the fund he described. 30 40

All the foregoing considerations point, and in my opinion point unmistakably, to the conclusion that the regulations were designed to give effect to a plan for the establishment of wheat pools and the distribution of the surplus moneys produced by the wheat (amplified perhaps by subventions from the Treasury) among the wheat growers by way of "compensation." During the course of the war the Legislature more

than once had occasion to deal with the wheat industry, and in the statutes passed there are several provisions which not only recognize the system of pooling, but also proceed upon the view that only through the pools did the moneys forming a return for his wheat reach the farmer. To begin with, by Section 6 of the Wheat Industry (War-Time Control) Act 1939, which was assented to on 15th December, 1939, the proceeds of the flour tax were diverted to the Board's Bank account in repayment of advances made pursuant to Regulation 28. Now the flour tax forms part of the plan adopted in 1938 for equalizing the price of wheat by imposing a levy upon flour when wheat is below the legislative standard price and distributing it through the States to the growers by way of bounty upon the quantities of wheat the growers have respectively sold or delivered during the year. Contingently upon wheat rising above the appointed standard, a corresponding bounty to the miller upon his flour is to be raised by a wheat tax, but that is beside the point in hand. It seems to be clear enough that to divert the bounty upon wheat to the Board's account could mean only that by adding the total of the bounty to the distributable surplus of the proceeds of the wheat you ensured that the wheat grower obtained his share of what before had been distributed through the States to the wheat growers in proportion to the quantity of wheat sold or delivered for sale by each wheat grower during the year in respect of which the payment was made. I shall not here describe the rather complicated provisions which produce this result. It is enough to say that it will be found to be the effect of Acts No. 53 of 1938, Section 6 (1), (5) (6) and (7) ; No. 48 of 1938, Sections 10, 13 ; No. 49 of 1938, Sections 4, 5 ; Act No. 52 of 1938, Sections 4, 5 ; and Act No. 84 of 1939, Sections 4, 5, 6, and of Section 7 as amended by Section 6 of No. 70 of 1940. Again, in the course of legislating for a wheat price stabilizing plan adopted in 1940 but never put into effect, the Parliament used language of some significance with reference to the compensation payable under the Wheat Acquisition Regulations. The provision in which the expressions occur was concerned with the application of a fund to be established for the purpose of subsidising wheat when the return was less than a specified standard. Section 7A of the Wheat Industry (War-Time Control) Act 1939-1940, since repealed by No. 19 of 1944, is the provision in question. The material words are these: "The moneys standing to the credit of the "stabilization Fund shall be applied . . . for the purpose of enabling the "Commonwealth to pay to any person from whom it acquires wheat in "pursuance of the Wheat Acquisition Regulations the amount by which "the minimum amount of compensation payable in accordance with those "Regulations exceeds the amount which the Minister, having regard to "the market value of wheat at the time when it is delivered to the "Commonwealth, determines would have been a just amount of "compensation if no minimum amount had been prescribed." The last words read as if some regulation prescribing an amount were in contemplation, and this is said in fact to have been the case. But none was in fact made and I doubt if authority to make one existed or was ever

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conferred. What is important, however, is that a contrast is drawn between the market value of the wheat and the amount of compensation. I take the minimum amount contemplated to be a distributable rate per bushel without premium or other addition. The Wheat Subsidy Act 1944, Section 5 (1), uses the expression “to ensure to each wheat grower a “standard minimum aggregate return.” Again, in this Act the payments of the subsidy go through the Board, Section 6. The assumption underlying this enactment pretty plainly is that compensation for wheat is the result of distribution from a pool.

In my opinion Regulation 14 was not intended to give any independent right to compensation, and when it speaks of the conversion of rights and interests into claims to compensation it is referring to claims to the compensation given by Regulation 19. I cannot believe that it was the intention of the regulations to confer upon the growers a right to claim compensation as an independent alternative to accepting by way of satisfaction a share in the payments made from the pool by way of advance and final dividend. Such an hypothesis would mean that while all the wheat would go into the pool, nevertheless at some stage many growers whose wheat had gone to swell the fund constituting the pool would receive compensation according to some other undefined standard and presumably from the public Treasury. What would become of the dividends of the grower who stood out? Does the Commonwealth take them by something analogous to subrogation? Suppose, as in this case, the assessment of compensation results in a less amount than the total dividends in the pool. Does the pool take the excess for the benefit of those who stood into the end or does the Crown? The question really arose in this action. To enter judgment for the defendants may have cut the Gordian knot and satisfied the Commonwealth, but it was hardly a technical answer and it did not remove the question from consideration as a test of the interpretation of the regulations.

Again, at what stage, if at all, can the grower elect? May he take all the dividends as advances up to the final payment and then turn back to compensation on general principles? Or can he invoke *Day v. McLea* (1899) 22 Q.B.D. 610, and accept even the final payment on account and not in satisfaction? I cannot find any answer to these questions in the regulations.

For the reasons I have given, I think that as a matter of meaning the Wheat Acquisition Regulations intend that the compensation payable in respect of any delivery of wheat shall be the appropriate distributable amount payable from the pool, and that the rights and interests in the wheat should be transmuted into rights and interests in that sum, and that the regulations do not intend that compensation in some other form and according to some other measure should be recoverable.

But meaning is one thing and operation may be another. The constitutional power of the Commonwealth to legislate for the acquisition of property is qualified by the requirement that the acquisition shall be on just terms. Do the Wheat Acquisition Regulations comply with this

requirement? Does a right to participate in a pool the formation and administration of which is governed by the provisions I have described afford just terms? Two main considerations may be advanced in support of a negative answer to the question. One at least of these considerations played an important part in leading the Court to adopt the interpretation of the Apple and Pear Acquisition Regulations placed upon them in *Tonking's* case (1942) 66 C.L.R. 77, an interpretation which of course avoided any possible conflict with the constitutional limitation. I refer to the consideration that the determination of the compensation rests upon the authority of the Minister, although he can act only on the recommendation of the Board. Does the apparent dependence of the grower's right to compensation upon the exercise of the Minister's authority take the intended operation of the regulations outside constitutional power?

The question relates to just terms, not to any question of judicial power. For if a commodity pool be in other respects an admissible method of providing compensation for the acquisition of the commodity, an acquisition that must be incidental to the formation of a pool, then I cannot think that for the computation of the dividends the judicial power of the Commonwealth must be invoked.

In dealing with the objection that the terms are not just, it is convenient now to refer to the second consideration that may be used in support of such an attack upon them. It is that consistently with the regulations the administration of the pool may be directed to other purposes than the realization of the wheat for the benefit of the growers who contributed the commodity to form the pool. This objection is strengthened by the fact that important powers of the Board, which from its composition might be considered substantially to represent the interests of the growers, or at all events to stand indifferent between them and the Commonwealth, are expressly made "subject to any directions of the Minister." Further, the real source of the complaint which the Plaintiffs make against the sufficiency of the compensation available to them is to be found in the fact that in the actual administration of the ninth pool wheat was sold for domestic consumption at prices that are said to have been fixed in the interests of the consumers, and not in the interests of the wheat growers. This fact raises another question which cannot be ignored in considering whether the plan for which the regulations intend to give legal authority provides just terms. That question is what remedy have the growers, supposing their interests to be prejudiced in a manner not authorized by law by the prices at which wheat was sold for home consumption? These are all matters deserving of very full discussion, but in the present appeal there are so many points to which the parties devoted themselves that upon these questions which they treated as no longer the concern of this Court, it is better that I should do no more than indicate briefly the opinion which, upon independent reflection, I have formed.

I think that if it were correct that otherwise the operation of the regulations would be to leave the payment of any compensation consisting of a dividend or dividends in the pool to the mere discretion of the Minister

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or would be to authorize the Minister or the Board to dispose of wheat upon terms which were unfair or unjust to the growers without any indemnification to the pool and leaving the growers without remedy, in that event there would be a conflict with the constitutional necessity that an acquisition of property should be upon just terms.

The result then would be that the regulations would be void as beyond the legislative power of the Commonwealth, and growers would be in a position to recover from the Commonwealth upon whatever basis of contract or of tort might be discovered in the circumstances of the surrender or taking of their parcels of wheat. But before the conclusion that such would be the operation of the regulations, they must be interpreted in the light of reason, all proper implications being made, and, what is perhaps more important, in the light of and according to the directions of Section 46 (b) of the Acts Interpretation Act. 10

The effect of such a provision as Section 46 (b) in restricting the operation of a statutory instrument to lawful bounds has often been discussed and explained, and on this occasion it is enough for me to refer to the collection of authority that appears in *Fraser Henleins Pty. Ltd. v. Cody* (1945) 70 C.L.R. at p. 127 ; adding *Shrimpton v. The Commonwealth* (1945) 69 C.L.R. 613, at p. 629, and *Dawson v. The Commonwealth* (1946) 73 C.L.R. 157, at pp. 181, 182. 20

It is logically, or perhaps I should say formally, possible to use Section 46 (b) to sever Regulation 19 from Regulation 14, giving to Regulation 14 an independent and therefore, as I think, a new operation. But that course would in my opinion be wrong, first because the intention is clear that the regulations should be interdependent, and secondly, because it would give to Regulation 14, not a more limited or qualified operation or effect, but an entirely different one, indeed an effect that would transform the whole of the Wheat Acquisition Regulations, if I have correctly apprehended their purpose and policy. 30

An alternative is open which has much to support it in the contents of the regulations and the implications which on ordinary principles might properly be made to eke out their intention. It involves two steps. The first is to place upon the expression occurring in Regulation 19 (1) "as the Minister, on the recommendation of the Board determines" an interpretation which (subject to sub-regulation (2)) makes it the Board's duty to recommend and the Minister's duty to consider the recommendation and which limits the ground on which his discretion to reject or defer the recommendation may be exercised to matters going to its soundness and sufficiency in working out sub-regulation (2A). The second step relates to the duties of the Board with respect to the realization of the wheat. Once the conclusion is reached that compensation was intended to take the form of a distributable share in the surplus proceeds of the wheat, it would seem to be a necessary consequence that the power conferred on the Board by Regulation 26 to sell or dispose of wheat, or of flour gristed from the wheat, cannot be exercised in the interests of the consumers to the exclusion of the interests of the growers in the fund. The Board is, 44



however, an administrative organization, and is not established for the sole benefit of the growers. It would be an error to treat the Board as if its powers were of a fiduciary nature to be exercised wholly for the greatest advantage of the growers as beneficiaries. Its duties in exercising its powers are suggested by the situation contemplated by the regulations, but the constitutional requirement by which the legislative power is conditioned goes further than suggesting them. Unless, contrary to Section 46 (b), invalidity is to ensue, the Board's duties to the growers in exercising the power of disposal and sale on behalf of the Commonwealth

10 are determined by the constitutional limitation.

The measure of the duties is therefore to be looked for rather in the nature of the restriction on power. It rests on the somewhat general and indefinite conception of just terms, which appears to refer to what is fair and just between the community and the owner of the thing taken. Importing this conception into the purposes of the Board's powers, the result seems to me to be that the disposal of the wheat, whether for the uses of the Commonwealth or for domestic consumption, must be in return for a recompense to the pool which is honestly fixed or estimated as a fair and reasonable value. The difficulties of such a judgment in war time are

20 great and the criticisms which may be made at any time of such a test are only too manifest. But the standards of duty supplied by the law as a result of general considerations can never be precise. When the question is one of fairness in any community the standard must depend upon the life and experience of that community, rather than upon the changing fortunes of other countries and the exigencies which beset them. Unlike "compensation," which connotes full money equivalence, "just terms" are concerned with fairness.

Accordingly, the Board's duties might perhaps be fulfilled by accepting a recompense to or reimbursement of the pool based on the conception

30 formed in Australia of a sufficiently profitable return for wheat. Such a conception appears to have been accepted in 1938 when the legislation fixed 5s. 2d. a bushel as the dividing line between a situation calling for a subsidy to the grower of wheat raised from the consumer of flour and a situation justifying a bounty to the manufacturer of flour raised from a levy on wheat exported.

However, I am only concerned to state why I think that the regulations are not to be condemned as void because they make compensation depend on a pooling administered under the powers they confer. I have said enough to indicate in a general way why invalidity is not necessarily the result of

40 the meaning which I have given them.

The foregoing represents the effect which I should be disposed to give to the regulations if I were free to act upon my personal views. It would mean that the Plaintiff's action should be dismissed. For it is framed to recover, not a share in the pool, not to complain of any breach of duty on the part of the Board or of the Minister in the administration of the pool for which the Commonwealth might be responsible, but to recover the value of the wheat assessed independently and awarded either as damages for conversion, as compensation at large or as a *quantum valebat*.

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The question whether I should decide this question according to my own personal views has caused me unusual difficulty.

The Apple and Pear Acquisition Regulations, upon which *Tonking's* case (1942) 66 C.L.R. 77 was decided, closely resembled in many material respects what I may call the primitive form, that is to say the first form, of the Wheat Acquisition Regulations, in which the indications of an intention to establish a pool or pools were very faint. The two regulations were made on the same day, 21st September, 1939. The Wheat Acquisition Regulations have, in my opinion, grown since into a much more definite form and one in which unmistakable evidence of the intention to proceed by pooling may be seen. It is therefore possible to say that *Tonking's* case (1942) 66 C.L.R. 77 was decided on other regulations providing a different context, and that those now in question must be interpreted independently. Indeed, even in their original forms there are material points of difference between the respective regulations, arising in the main from the widely different characters of the commodities and the trades in them, f.a.q., wheat being uniform and the fruit exhibiting much variety of kind and quality.

But the parallels between Regulation 14 and Regulation 19 (1) and the corresponding provisions of the Apple and Pear Acquisition Regulations, viz., Regulations 12 and 17, are close, and in *Tonking's* case (1942) 66 C.L.R. 77, the majority of the Court decided quite definitely that Regulation 12 gave an independent claim to compensation assessed on general principles. They did so for reasons that included the ground that otherwise the regulations would be void. As the Commonwealth had no use for the apples and pears and acquired them only as part of the plan to relieve the disorganization in the trade caused by the loss of the overseas markets, it would seem that this interpretation imputed a use of the powers of the National Security Act merely to grant a subsidy or bounty.

It was substantially on this ground that Starke, J. considered the regulations bad for excess of power in *Andrews v. Howell* (1941) 65 C.L.R. at p. 273, a conclusion to which the subsequent decision appears to me to give much support in logic.

It cannot be said that the Commonwealth had no use for the wheat, and contraband control and economic warfare would, in the case of wheat, call for complete command of the commodity. But the Court felt no difficulty about the defence power and was concerned only with the conflict the Court saw between Regulation 17 of the Apple and Pear Acquisition Regulations and just terms. Although I cannot help feeling that if the first regulations for the Court to consider had been the Wheat Acquisition Regulations and not the Apple and Pear Acquisition Regulations the result might have been different, I am conscious that the view I take of the former is basally at variance with that taken of the latter by the Court in *Tonking's* case (1942) 66 C.L.R. 77. The counsel for the Commonwealth made no attempt to avail themselves of the not unimportant considerations which exist in the Wheat Acquisition Regulations and are absent from the Apple and Pear Acquisition Regulations. As I have said, the assumption made

by counsel was that, so far as the High Court is concerned, we were to take it that compensation was to be assessed on ordinary principles. In these circumstances I think that I should be guided by the position which other members of the Court adopt, and therefore I shall act on the view that I ought not to give effect to my own personal view of the matter, but should accept the common assumption made by counsel and proceed accordingly to decide the appeal on the basis that the plaintiffs are entitled to compensation at large.

10 Now "compensation" is a very well understood expression. It is true that its meaning has been developed in relation to the compulsory acquisition of land. But the purpose of compensation is the same, whether the property taken is real or personal. It is to place in the hands of the owner expropriated the full money equivalent of the thing of which he has been deprived.

20 Compensation *prima facie* means recompense for loss, and when an owner is to receive compensation for being deprived of real or personal property his pecuniary loss must be ascertained by determining the value to him of the property taken from him. As the object is to find the money equivalent for the loss or, in other words, the pecuniary value to the owner contained in the asset, it cannot be less than the money value into which he might have converted his property had the law not deprived him of it. You do not give him any enhanced value that may attach to his property because it has been compulsorily acquired by the governmental authority for its purposes (*Vyricherla Narayana Gajapatiraju v. Revenue Divisional Officer, Vizagapatam* (1939) A.C. 302, at p. 318). Equally you exclude any diminution of value arising from the same cause. The hypothesis upon which the inquiry into value must proceed is that the owner had not been deprived by the exercise of compulsory powers of his ownership and of his consequent rights of disposition existing under the general law at 30 the time of acquisition.

In the present case we are concerned with an acquisition by which, if it be valid, with negligible specified exceptions, all the wheat in Australia passed to the Commonwealth as and when the wheat was harvested. The purposes are stated in the power and include maintaining supplies and services essential to the life of the community. The effect of the interpretation I have accepted is to give to Regulation 14 the office of effectuating these purposes by authorizing the taking of the wheat and compensating the owners with the money equivalent of the wheat independently of the uses to which it might be put by the Government or of the prices for which 40 it might be realized by the Board.

In these circumstances it is a critical question, whether, as the Commonwealth contends and the learned judge has decided, the compensation which the grower is to receive is to be estimated upon the footing that if there had not been a resort to compulsory acquisition there would have been some other exercise of governmental power to effect the same purposes, or some of them, and that from the exercise of power a diminution of the money equivalent of his wheat would have resulted.

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In considering this question I think that it is necessary to distinguish between two very different cases. On the one hand, there are statutory provisions which form part of the law and were actually in force or were intended to come into operation in the very events or circumstances now found to govern the price or value of the wheat. For example, the Wheat Tax Act 1938 was passed for the purpose of levying a tax on wheat sold to merchants if the f.o.r. value of wheat exceeded 5s. 2d. a bushel so that the proceeds could be applied as a bounty on flour. As the f.o.r. value for export did exceed 5s. 2d. in 1945–1946, it is right to assume the law was proclaimed, as doubtless it would have been had not the Board fixed its prices for domestic consumption lower than 5s. 2d. That is one case. 10

On the other hand there are measures which have not already taken form, whether as statute, regulation or statutory order, but which might be considered appropriate to the situation which would exist had there been no compulsory acquisition of wheat under the Wheat Acquisition Regulations and no control by that means. That is another case. It depends on the adoption of a policy, a substitute for the policy embodied in the Wheat Acquisition Regulations and on the carrying of it into effect by legal means. It is illustrated by the assumption, that if the Board as owners of the wheat, had not been in a position to sell for home consumption at the lower domestic prices the Board fixed the Government would have taken some other measure to see that the wheat was sold for domestic consumption at some such price level. This question ought not perhaps to be dealt with in the abstract, but the facts which may be thought to affect it should be stated. Whether wheat was bought for export or for home consumption had never been a matter to affect the price for which the grower sold it, nor his return from a pool, if he delivered it to a pool, either during the war of 1914–1918 or subsequently. Except in times of drought, the exportable surplus of Australian wheat is very large. It cannot be expressed as a proportion of the average crop because the production of wheat varies so immensely from season to season. Relatively there are not very great variations in the annual domestic consumption of wheat in the form of flour and of breakfast foods and food for poultry and stock and (what in effect was not covered by the order of acquisition) for seed wheat. What remains of the crop is the exportable surplus and its proportionate relation to domestic consumption depends on the season's production. In the decade of the nineteen twenties until towards its close, the prices of wheat, though of course by no means constant, stood at an average considerably exceeding 5s. 2d. Then a collapse in prices occurred from which the recovery was slow and unsteady. In 1937, however, the price was about 5s., when another decline set in. By the end of November in that year the price was about half a crown. It was in these circumstances that Parliament passed the Wheat Industry Assistance legislation, the assent to which was given on 2nd December, 1938. Its purpose and effect is well summarised as follows in the Commonwealth Year Book for 1938 (No. 31, p. 966):— 30 40

“This legislation supplements legislation of a uniform type passed

- “ by all the State Parliaments and is designed to enable the operation  
 “ of a home consumption price scheme for the wheat industry on a  
 “ Commonwealth basis. The legislation is based on a home consumption  
 “ price of 5s. 2d. a bushel, free on rail, Williamstown, equivalent to 4s. 8d.  
 “ at country sidings. When the price of wheat falls below that level the  
 “ returns of growers will be supplemented by payments from a fund  
 “ established from the proceeds of a flour tax which varies inversely with  
 “ the price of wheat. When the export price rises above that level provision  
 “ is made for a tax on wheat sold, the proceeds of which are to be applied  
 10 “ to ensure that the cost of wheat gristed for home consumption shall not  
 “ exceed 5s. 2d. per bushel. Out of the general fund a sum not exceeding  
 “ £500,000 per year will be reserved for special purposes including the  
 “ transfer of producers growing wheat on marginal lands to other areas  
 “ where they will be able to engage in mixed farming or to enable them to  
 “ increase the size of their holdings to make wheat growing worth while.  
 “ A Wheat Stabilization Advisory Committee has been established to  
 “ determine the appropriate times for a variation in the rate of tax which  
 “ will be fixed on the basis of a rigid formula. The State legislation  
 “ undertakes to ensure that prices charged to consumers are reasonable  
 20 “ and the Commonwealth legislation contains provision that no State shall  
 “ be entitled to receive payments where that undertaking is not carried out.”

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In October 1946 a declaration was made resulting in a flour tax of £2 8s. 10d. and this has been maintained notwithstanding the rise in export prices of wheat to so much more than 5s. 2d.

- The Board has kept its selling price of wheat for milling into flour for local consumption at 3s. 11¼d. and the Board has received as part of the pool the proceeds of the flour tax (after the deduction of the amount, now increased by Act No. 71 of 1946 to £843,000, credited to the special account for use in reference to so called marginal lands). This has not  
 30 brought the Board's return from wheat for flour for home consumption up to more than 4s. 5d. For stock feed the Board sold wheat at still lower prices until the end of November 1945, when the price was increased to 4s. 3d. and a government subsidy of 8d. a bushel was granted to bring up the return to 4s. 11d. The return from wheat sold for breakfast foods in the 1945-1946 season was also 4s. 11d. Meanwhile bread and flour prices were fixed from time to time under State legislation for various areas. But as the Commonwealth Prices Commissioner fixed prices for bread in the metropolitan areas, Perth so far as appears excepted, and many other urban areas in Australia, the State orders do not appear to have  
 40 much significance except in Western Australia. The prices fixed varied with locality and conditions between 5¼d. and 6½d., a 2 lb. loaf. With wheat prices of 3s. 11¼d. plus flour tax, millers were, it appears, in a position to supply bakers with flour at prices enabling bakers to sell bread at the fixed maximum prices.

The power which the Executive possesses under Section 52 of the Customs Act of prohibiting export without licence was exercised in relation to wheat shortly after the period with which we are concerned, viz., on

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22nd May 1946 (Statutory Rules 1946 No. 90). But clearly enough the purpose was not to conserve supplies of wheat for Australian consumption but to strengthen the Board's control, perhaps in view of rising prices abroad. I do not think that this exercise of the power has any bearing upon the question what assumption should be made as to the controlling effect of export prices upon the value of wheat to the grower.

It is quite clear that without the intervention of government authority the value would depend upon those prices as much in the season 1945-1946 as before the beginning of the war in 1939. It appears to me to be equally clear that, whatever might have been done in lieu of acquisition by or through the Wheat Board, the amount of the actual payments to the grower in respect of his wheat could not have been made to vary according to the fate of his wheat, that is whether it was exported or used for home consumption. 10

The prices or values payable from time to time for f.a.q. wheat could not but be uniform without any distinction based on the purpose of the purchase, unless some public authority were established to control the distribution of the wheat and to equalize the return to the grower. If the wheat was not acquired or pooled, it would, at all events be necessary to pool the money, if differential prices to the purchasers were established. It is impossible to imagine a system of sales by growers at two prices at the same time, depending on purpose, and I know of no legal mechanism by which the Commonwealth could enforce it. Of course many devices can be imagined for maintaining a lower home consumption cost to millers without compulsory acquisition of the wheat. The most obvious course is to pay a bounty or subsidy on flour for home consumption. As has been already stated to provide such a bounty is the purpose of the Wheat Tax Act 1938, when the price of wheat exceeds 5s. 2d. As the price of wheat in 1945-1946 exceeded that figure, it is legitimate to assess the price or value to the grower of his wheat as if, by the prescribed method of proclamation and declaration, the tax had been put in operation, because that would fulfil the already expressed intention of the legislature. But the intention so expressed includes a definite limit upon the amount of the tax to 1s. a bushel. 20 30

Is it for a court of law to examine the question whether the legislature would or would not have removed or enlarged this limitation and, upon the hypothetical result of that examination, to determine how much of the f.o.b. parity a grower would have been permitted to receive? Whether, if a subsidy or bounty were paid upon the production of the flour in order to keep down the price of bread, it should be charged upon general revenue or raised wholly or in part by an increased or new wheat tax is wholly a question of policy, quite outside the consideration of a court attempting to find what monetary prejudice the course actually taken by or under statute inflicted upon the subject as owner of the commodity. It means the notional substitution of another prejudice for that for which the legislature has decreed that the owner must be compensated. It involves a process of thought which, if pursued with complete logic, requires the 40

Court to say whether, one way or another, the grower would, or ought to, have suffered enough interference to reduce his return to what is considered commensurate with the deserts of wheat growers when compared with consumers of bread and with poultry and pig farmers.

I think that the truth is that, once the view is accepted that full compensation is to be awarded to growers for being deprived of their wheat, no further assumptions are made except that the plan involving the acquisition of the wheat had not been adopted. It is on that basis compensation is assessed. The Court does not proceed on the additional

10 supposition that the legislature or the Executive, either as a subordinate legislature or exercising other statutory powers, would in that event adopt some other plan to effect the same ends or some of them and so produce an answerable reduction in the money value of the same commodity. Other such plans might, of course, have been adopted. A limitation of export and fixing of maximum domestic prices for wheat can be imagined. But, as I have said, that course would in practice require some organisation to equalize there turn to the grower, in other words, some thing like a pool of the proceeds of the wheat.

An increase in the maximum price of bread has not been unknown and  
20 that might have been allowed as one part of a plan which with subsidies, wheat tax at 1s. and perhaps some other economies would make it unnecessary to seek to establish a home consumption price for wheat lower than export parity. Of one thing there can be some certainty and that is that not without strong political resistance from the growers would further measures have been taken to reduce the price of their wheat below export parity. But these matters are all speculations to be excluded on the ground that the Court should adopt no hypothesis beyond that involved in supposing that growers have not been deprived of their wheat under the plan in fact embodied in the regulations. I, therefore, see no reason, if otherwise the  
30 wheat could have been sold at a parity with export prices, why it should be assumed for the purpose of assessing compensation that the prices would have been reduced in the interests of the home consumer to any greater extent than the 1s. wheat tax already authorized by statute.

The Commonwealth, however, suggests reasons, in part of fact and in part of law, independently altogether of the foregoing considerations for saying that the Plaintiffs' wheat could not have been sold at a parity with export prices, if there had been no expropriation of the Plaintiffs. First, it is said that by the well-known Prices Regulation Order No. 1015 of 13th April, 1943, the validity of which was sustained by this Court in  
40 *Fraser Henleins Pty. Ltd. v. Cody* (1945) 70 C.L.R. 100, wheat is included in the general restriction of prices to prices which the seller charged on or last prior to 12th April 1943 for substantially identical goods sold on substantially identical terms and conditions or, if he had not before sold substantially identical goods, then to the cost of the goods to him. Accordingly, so it was argued, the prices could not have gone beyond the price of wheat sold by the Plaintiffs before 12th April 1943, or beyond the cost of production, as the case might be. I think that this order was never

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Reasons for Judgment

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*continued.*

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 —  
 Dixon, J.—  
*continued.*

intended to include wheat and does not do so. For commercial purposes f.a.q. wheat of one season has not been considered the same thing as f.a.q. wheat of another season. "Cost of the goods to the seller" would be ridiculous as a definition of maximum price if applied to the agricultural production of wheat delivered to the siding. At the time when the order was made the sale of wheat was a government function carried on by the Board, except seed wheat, and that was not beyond the control of the Board. It is evident that the order did not contemplate the commodity. Moreover, the exclusion of perishable products is in itself enough to put wheat outside its operation. Perishable product is not an exact expression, but I notice that the Oxford English Dictionary gives the word "perishable" as meaning especially naturally subject to speedy decay, as organic substances, minerals which rapidly weaken or become decomposed, and the like. Unprotected wheat would qualify under this definition. It is noteworthy that some authorities give as the reason why at common law wheat was not liable to distress that it is of a perishable nature, although others put it on the ground that like money wheat is not identifiable. The latter reason, however, could not apply to a sack of corn, just as it did not apply to a bag of money. 10

Secondly, it is said that, in assessing the compensation, it is to be assumed that the Plaintiffs' wheat was not compulsorily acquired and that all other wheat in Australia was acquired by the Board. The witnesses who were called agreed that on this hypothesis the Plaintiffs would have great difficulty in disposing of their wheat at higher prices than the Board sold at locally. The hypothesis would make it difficult for the Plaintiffs to obtain bags, bulk storage, transportation by railway and handling facilities. Under the assumed conditions to find a purchaser for export of so small a quantity would be impossible during a period when the United Kingdom Ministry of Food was the agency by or under whose authority all purchases were made and when the Ministry of Shipping directed sea carrying. 20 30

In my opinion the argument is fundamentally wrong. You do not assume against each grower in turn that the whole plan embodied in the regulations was carried out except that he was excluded from it, so that he was obliged to dispose of his wheat when all means of doing so had been taken over by the Board and when he stood helpless except for some exercise of their mercy. The Acquisition Order relates to all wheat and you judge the value of wheat on the supposition that the order had not been made or that it was not operating at the time when the Plaintiffs' wheat in fact passed to the Board. On that footing the Australian wheat crop would need to be sold and it cannot be imagined that there would be any greater difficulties in moving it to the seaboard than confronted the Australian Wheat Board itself. To suppose that the Ministry of Food would have failed to purchase the wheat from or through the merchants and the ordinary agencies appears to me an unreasonable hypothesis. I can see no ground for thinking that in such a case shipping would not have been directed here to lift the wheat. 40

The standard of reference for the valuation of the Plaintiffs' wheat for



the purpose of assessing compensation at large appears, therefore, to me to be parity with export prices of wheat at the time of its acquisition.

The Commonwealth, however, relies upon a contention that the Plaintiffs are precluded from claiming compensation at large under Regulation 14, because, it is said, they have chosen to come into the pool and claim and participate under Regulation 19.

This contention must begin with some construction of Regulation 19 which provides the expropriated grower with a choice by his exercise of which he is excluded from the right which otherwise Regulation 14 is understood to give him. All the Plaintiffs have in fact done is in respect of each delivery of wheat to sign a form of claim for compensation and accept the first two payments described as advances.

As I read the relevant passages in the Judgments in *Tonking's* case (1942) 66 C.L.R., at pp. 89, 99, 102, 105, 110, the decision was that under Regulation 12 of the Apple and Pear Acquisition Regulations (corresponding to Regulation 14 of the Wheat Regulation) the grower obtained a right to compensation which might be satisfied by his acceptance of the amount upon which the Minister determined under Regulation 17 (corresponding to Regulation 19 of the Wheat Regulations), that is if the grower accepted the amount in satisfaction. It does not appear to me that until there was a determination by the Minister and a payment thereunder, the principle of the decision could be brought into play. I cannot see any room in the language of the regulations for the view that the grower is presented with an initial election between alternative remedies or claims; and I do not understand any member of the Court so to have read the regulations. It is not without significance that *Tonking* received advances, though it is true that he had not lodged a formal claim for compensation.

In my opinion this point taken by the Commonwealth fails.

So far I have dealt with the case on the footing that the Acquisition Order of 16th November 1939 is valid or must be so considered. If it is void, compensation would not be the basis of the claim made by the Plaintiffs, who suggest that they could, in that event, recover in tort, or failing that in contract.

I am inclined to think that, when the order was made, the form in which Regulation 14 stood did not authorize so much of the order as purported to acquire future wheat. The wheat of the Plaintiffs of the 1945-46 season was, of course, at that time future wheat. But Section 11 of the Wheat Industry Stabilization Act (No. 2) 1946 (No. 80) provides that the order "shall be deemed to be, and at all times to have been, fully authorized by 'regulation 14' and shall have and be deemed to have had, full force and effect according to its tenor in respect of wheat harvested in any wheat season up to and including the 1946-47 season."

The validity of this section is impugned by the Plaintiffs on the ground that it amounts to a usurpation of judicial power.

The theory is that it undertakes the decision of a question of validity or an issue in the present litigation as to the description and source of the Plaintiffs' rights or as to the legal basis or consequence of the Common-

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Dixon, J.—  
*continued.*

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wealth's administrative Acts. This action was pending when the statute was passed.

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In my opinion that is an erroneous complexion to place upon the enactment. It is simply a retrospective validation of an administrative Act and should be treated in the same way as if it said that the rights and duties of the growers and of the Commonwealth should be the same as they would be, if the order was valid. If such an enactment is a law with respect to the subject of defence, I can see no objection to its validity (see *Werrin v. The Commonwealth* (1938) 59 C.L.R. 150, at pp. 165-168. I do

Dixon, J.—  
*continued.*

not understand why a law to validate an order *bona fide* made and acted upon in the administration of a matter clearly falling within defence and arising in the course of the prosecution of the war should be considered to be beyond the defence power. 10

It remains to reduce to figures the consequences of the views I have expressed concerning the valuation of the Plaintiffs' wheat for the purpose of determining "compensation" at large under Regulation 14 as it has been construed.

Williams, J. said in the course of his Judgment that the prices at which the Board sold wheat of the 1945-1946 crop for export indicated that, if there had been a free market at the date of the acquisition, the Plaintiffs would have been able to sell their wheat from 9s. 3d. to 9s. 9d. for bulk wheat and from 9s. 6d. to 10s. for bagged wheat. At a later part of his reasons his Honour fixed the price of bulk wheat more precisely by saying that the export value of Australian wheat f.o.b. Australian ports was about 9s. 6d. a bushel. This view is supported by the evidence and I take 9s. 6d. a bushel f.o.b. as the proper starting point. From that there would be deducted the railage and handling charges to obtain the price at the siding. His Honour said: "I think that the estimate made by the Plaintiff of 9d. per bushel for rail and handling charges amounting to £539 13s. 9d. may be slightly on the low side but it can be accepted." That would reduce the value of bulk wheat to 8s. 9d. From that 1s. for the wheat tax must be deducted, leaving 7s. 9d. bulk. Bagged wheat would be 8s. a bushel. 20

But there is yet another possible deduction to consider and that is the tax imposed by the Wheat Tax Act, 1946 (No. 78). That Act was assented to on 14th December 1946, that is to say while this action was pending. By Section 4 a tax is imposed and shall be levied and paid in respect of all wheat which has been acquired by the Commonwealth and the tax shall be payable by the grower of the wheat. By Section 6 (1) the Commonwealth or the Australian Wheat Board may deduct any amount of the tax payable by any grower from any moneys payable by the Commonwealth or the Board to that grower on any account whatever and the amount deducted is to be applied in payment of the tax. 30

This latter provision is attacked by the Plaintiffs as dealing with a matter other than the imposition of taxation, and therefore, void and of no effect by reason of Section 55 of the Constitution.

But also the validity of the imposition of the tax is attacked. The

ground is that it is an attempt to take back part of the compensation payable in respect of the compulsory acquisition and, therefore, contrary to the requirement of just terms.

Section 5 prescribes the method of fixing the rate of tax. In effect it is by a formula that cannot be finally calculated until the end of the season. The Board is first to make the estimate or computation provisionally and report it to the Minister who is to confirm or vary it and notify the rate so fixed in the Gazette as the provisional rate. As soon as practicable after the Board has completed its export or disposal for export of the season's wheat, it makes the final calculation and reports it to the Minister who notifies it in the Gazette. Under Section 6 (2) in the meantime until the provisional rate is fixed the Board withholds from the wheat growers what the Minister thinks is enough to pay the tax. To calculate the rate, it is necessary to ascertain the average price per bushel f.o.r. at the seaboard of f.a.q. bagged wheat of all the wheat of that season which the Board has exported. Fifty per cent. of the excess of this average over 5s. 2d. is then multiplied by the number of bushels of wheat of that season exported by the Board in the form of wheat or wheat produce or sold by the Board for such export. The sum thus produced is to represent the total amount of the tax and the rate is obtained by dividing the sum by the total amount of wheat of that season in respect of which the tax is imposed, that is to say, by the total amount of the wheat of that season acquired by the Commonwealth.

By a notification in the Gazette, dated 30th January 1947 the Minister fixed the provisional rate of tax in respect of the season commencing on 1st October 1945 at 1s. 1½d. per bushel.

The question, in effect, is whether that amount is to be deducted from the 7s. 9d. bulk and 8s. bagged which otherwise this judgment would award.

There is authority under Section 5 to prescribe a lower average price as a basis for the computation of the total tax, but that does not affect the present question.

The tax collected is to go into a Wheat Prices Stabilization Fund established by Section 31 of the Wheat Industry Stabilization Act 1946 (No. 24). The moneys of the fund are to be applied under other provisions of the Act in support of a plan to make up to growers a return of 5s. 2d. a bushel on their wheat should prices fall below that level. But the operation of the several sections of the Act is to commence on such dates as are fixed by proclamation and so far only Section 31 has been proclaimed.

It commenced on 13th March 1947 (Gazette 1947, p. 828).

It will be seen that wheat tax of 1946 is imposed on the grower of wheat in respect of his wheat acquired by the Commonwealth. The only wheat which under the operation of the order of 16th November 1939 has not been compulsorily acquired is wheat which falls under one or other of the exceptions specified in the order, of which that covering seed wheat may be the most important. The question is whether a tax which has such an incidence can be reconciled with Section 51 (XXXI) of the Constitution,

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Reasons for Judgment

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*continued.*

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Court of  
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Reasons for  
Judgment

Dixon, J.—  
*continued.*

which makes it imperative that the compulsory acquisition of property by the Commonwealth shall be upon just terms. If it is assumed that the assessment of compensation affords the just terms and so fulfils the requirement, how can acquisition be chosen as the basis of a tax which must diminish the compensation? It will be noticed that this question so framed assumes that compensation is to be assessed at large and not by pooling, but, if the dividend in a pool was similarly to be diminished by a tax based on the acquisition, a closely analogous question would arise, namely whether the pooling could any longer be considered to constitute just terms. The answer made in argument on behalf of the Commonwealth 10 is that, properly understood, the tax is not based on the acquisition, not directed at diminishing or taking part of the compensation, but that it forms part of a plan for imposing a levy on all wheat that is designed to take into the fund part of the high export parity.

Originally the fund established by the Wheat Industry Stabilization Act (1946 No. 24) was to be raised by the charge imposed by the Wheat Export Charge Act 1946 (No. 25). Both Acts were assented to on the same day, 9th August 1946. They were meant to operate for five years at least from the beginning of the 1945-1946 season and then they might be terminated by proclamation: see Section 36 of No. 24 and Section 6 of 20 No. 25. But the plan was not then brought into effect and the Australian Wheat Board under the regulations has continued. The export charge as then framed is now to be imposed on wheat exported after 1st December 1947. The charge was to be a levy on all wheat harvested after 1st October 1945 and exported after 1st December of that year by a new Board to be established under the Wheat Industry Stabilization Act 1946, or by any other person. It was feared, however, so we are informed, that growers sending in their wheat to the new Board might claim to trace their wheat, and, if it could not be shown that it was exported, that they might dispute the liability of their wheat to bear a proportion of the charge paid over to 30 the fund by the Board.

However that may be, the Wheat Tax Act 1947 (No. 78) and the Wheat Export Charge Act (No. 2) 1946 (No. 79) were enacted on the same day, 14th December 1946. The latter Act made the expression "the Board" cover both the old and the new Board in succession and postponed the operation of the old charge to wheat exported after 1st December 1947. It imposed a charge however, on wheat harvested after 1st October 1945 and exported after 1st December 1945 limited in its application to wheat harvested before 1st October 1947 and in its incidence to persons, other than the Board, who exported it. The Wheat Tax Act 1946 (No. 78) 40 which also was assented to on 14th December 1946 is, according to the argument, no more than a revision of so much of the former charge as applied to wheat exported by the Board, a revision in the interests of administration and of certainty of recovery.

The foregoing explanation of the reasons of the Wheat Tax Act 1946 may remove any criticisms of the motives underlying it, but it does not change its character. Nor is the character of the tax changed by

combining it with the Wheat Export Charge Acts 1946 (No. 25 and No. 79). Indeed it is not easy to see how any one but the present Board could export wheat and so become liable to the charge while that Board continues.

It remains true that the wheat tax is imposed only on growers whose wheat is acquired and that it taxes them in respect of the acquisition. The fact that it is for the purpose of creating a fund to benefit wheat growers cannot be legally material. It is none the less a tax, an involuntary exaction. In any case wheat growers are a changing class, and the fund will not necessarily enure for the benefit of the same persons as are taxed.

10 The basis of the tax is the acquisition under Regulation 14 of the Wheat Acquisition Regulations and its operation in reducing the net payments of compensation is clear. Indeed Section 6 insures that the deduction is made.

In these circumstances the matter comes back to the question whether compensation under Regulation 14 is not the measure of just terms. The view of the regulations upon the acceptance of which I am proceeding, means that there is no other measure supplied. I do not see how the Court can inquire whether compensation reduced by the tax still affords just terms. *Ex hypothesi* the means adopted of giving just terms was to  
20 authorise an award of compensation. I cannot see how an award of compensation less a sum of money withheld by or retained by the Commonwealth can be considered by a Court still to give a recompense sufficient to comply with the requirement of just terms.

I think that the attempt to impose the tax is invalid and the Plaintiffs are not liable to have the amount of the tax deducted from their compensation.

This conclusion makes it unnecessary to discuss the interesting argument addressed to us upon the question whether Section 6 was not rendered of no effect by Section 55 of the Constitution.

30 The Plaintiffs claimed interest upon the amount of compensation. But for the reasons I gave in *The Commonwealth v. Huon Transport Pty. Ltd.* (1945) 70 C.L.R., at pp. 323-326, I think we should apply the decision of the House of Lords in *Swift & Co. v. Board of Trade* [1925] A.C. 520 and hold that interest cannot be recovered by the Plaintiffs.

The result is that I would award as compensation 7s. 9d. a bushel for the Plaintiffs' bulk wheat and 8s. a bushel for their bagged wheat, which totals £5,666 14s. 9d. From that there should be deducted £3,441 10s. 4d. which the Plaintiffs have already received, leaving £2,225 4s. 5d.

40 I repeat that I would award this sum in consequence, not of my personal conception of the operation of the Wheat Acquisition Regulations, but as a consequence of that which I think I should accept as by common consent flowing from the Court's decision in *Tonking's* case (1942) 66 C.L.R. 77.

The result of this opinion would be that the appeal should be allowed with costs and Judgment entered for the Plaintiffs for £2,225 4s. 5d. and costs.

In the High  
Court of  
Australia  
in its  
Appellate  
Jurisdiction

No. 11  
Reasons for  
Judgment

Dixon, J.—  
*continued.*

In the High Court of Australia in its Appellate Jurisdiction

—  
No. 11  
Reasons for Judgment  
—

McTiernan, J.

McTIERNAN, J.

I am of opinion that the appeal should be dismissed.

The various claims which the Appellant made in this action have been set out in the preceding judgments. The only claims which it is necessary to consider are the claim for damages for alleged conversion and the alternative claim for compensation. The latter claim is made upon the footing that the wheat the subject of the action was validly expropriated by the Commonwealth. I am of opinion that the Appellant is not entitled to succeed upon either of these claims.

If there was any doubt that the Appellant's wheat was lawfully expropriated by the Minister's order of 16th November 1939, Section 11 of the Wheat Industry Stabilization Act 1946 effectively extinguished any right of action which the Appellant had arising from the taking and disposal of its wheat. Furthermore, the Appellant waived by conduct any tort of which the Respondents were guilty if they took and sold the Appellant's wheat without lawful authority. 10

The other claim is based upon Regulation 14 of the Wheat Acquisition Regulations. It is made upon the assumption that an action lies to enforce the claim for compensation into which the Regulation converts the rights of any person in wheat expropriated by means of an order made under the Regulation. In such an action the measure of compensation would be the value of that person's wheat to him at the time of acquisition, and it would be necessary to determine the value upon general principles. But the basis of compensation is very clearly stated in Regulation 19. That is the measure of compensation which it is the intention of the Regulations to provide. It would not be the criterion of value which could be applied in an action for compensation. The basis of compensation is so explicitly stated by Regulation 19 (2A) that it is, I think, impossible to hold that the remedy provided by Regulation 19 is but an alternative remedy to a right of action for compensation. The only remedy which the Appellant is entitled to pursue is to forward a claim to the Board in accordance with Regulation 19. That conclusion is, I think, required by the express terms of the Regulations. 20 30

Unaided by authority, I should, in the light of the terms of the Regulations and the exposition of them given by my brother Dixon, entertain no doubt that Regulation 14 gives no right of action and that this Regulation and Regulation 19 are interdependent. But *Tonking's* case should not, I think, lead to the conclusion that the present Regulations give an expropriated owner alternative remedies. There was no provision similar to Regulation 19 (2A) in the Apple and Pear Acquisition Regulations, upon which *Tonking's* case was decided. The measure of compensation was less clearly stated in those Regulations. I think that the present Regulations clearly manifest the intention that the basis of compensation is that provided by Regulation 19 (2A) and that it is the sole standard or criterion of value. I think, therefore, that Regulation 14 does not imply a right of action to enforce the claim for compensation given by that 40

Regulation. In *Andrews v. Howell*, 65 C.L.R. 255, it was decided that the constitutional condition of acquisition upon just terms was met by an expropriation upon the terms that the expropriated grower of fruit could enforce his claim to compensation only in the manner provided by Regulation 17 of the Regulations in that case. See per Starke, J. at p. 271 and Dixon, J. at pp. 282-3.

In *Tonking's* case, 66 C.L.R. 77 at p. 193, the Court declared that it would not reconsider the decision in *Andrews v. Howell* (supra) and the former case was argued and decided upon the basis that Regulation 17 satisfied the condition that the grower's fruit must be acquired upon just terms. See p. 93 (argument) and per Latham C.J. at p. 102.

It is not therefore the case that this constitutional condition would not be satisfied by the present Regulations unless the remedy given by Regulation 19 is alternative to a right of action which, if it exists, could only be implied. There is therefore no warrant in the existing Regulations for an action for compensation. But if the Regulations should be read as providing alternative remedies, it is clear from the facts—they are set out in the judgment of the Chief Justice—that the Appellant unambiguously elected to pursue the remedy provided by Regulation 19 to enforce its claim for compensation. I agree with the Chief Justice that this election bars the Appellant's right to bring this action for compensation. The Appellant is seeking to enforce by the action a claim which is not compatible with the claim which it has already so unequivocally pursued.

If, contrary to what I have decided, there is a right of action under Regulation 14 and it was not barred by an election to pursue the remedy under Regulation 19, the question of the value of the Appellant's wheat at the time of acquisition would have to be decided upon assumed facts and speculations upon those facts. It would be necessary to assume that the Appellant's wheat had not been acquired, and I think that would involve the assumption that there had not been a general acquisition of the wheat of that season. In order to succeed in the action it would be necessary for the Appellant to prove that it would have obtained more for its wheat than the sums which it received and is entitled to receive from the Board. The Appellant claims that it would have received the export price less expenses at or about the time its wheat was acquired, that is at the time of harvesting. Whether it would have done so is a matter of speculation. I agree with the reasoning of the Chief Justice upon the evidence relating to this issue. I am not satisfied that there was a probability that the Appellant would have obtained a better return for its wheat if it had retained the property in it and it had not been acquired by the Commonwealth and put in the pool.

WEBB, J.

I too think the Plaintiff Company's wheat was lawfully acquired by the Wheat Board, and I have nothing to add to the reasons for that view given by other members of the Court.

In the High Court of Australia in its Appellate Jurisdiction

No. 11  
Reasons for Judgment

McTiernan, J.—

*continued.*

Webb, J.

In the High  
Court of  
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Reasons for  
Judgment

No. 11  
Webb, J.—  
*continued.*

I agree with the Chief Justice that the Company delivered its wheat to the Board upon the terms that it was to be dealt with in No. 9 pool and so adopted Regulation 19, if that regulation provides only an alternative means of payment. As to whether it provides the only means of payment or an alternative means, I am inclined to agree with Dixon, J. that it is possible to say that *Tonking's* case was decided on regulations providing a different context and that the Wheat Acquisition Regulations should be interpreted independently. But as I think the Company adopted Regulation 19 as the means of payment for its wheat, I need not decide the question whether it is the only means; and it is undesirable that I should decide it in the absence of argument. 10

However, if the Company were entitled under Regulation 14 to compensation measured by what it would get for its wheat if sold in a "free market," I agree with the Chief Justice that the amounts paid and still to be paid to the Company by the Board have not been shown to be less than the compensation payable under Regulation 14. In arriving at such compensation it would not, I think, be proper for the Court to assume that legislation would be enacted or other political action taken. In the private—and perhaps sound—opinion of the Judge it might be probable that Parliament would be induced to legislate; or that Parliament and the electors would be induced to act to alter the Commonwealth Constitution; or that the voting strength of the wheat growers might be used to effect a change of government. But he could not properly give effect in the Judgment to any such opinion. 20

The Court could, however, properly take into consideration the probability that action would be taken under existing legislation. Even then the Court would not be at liberty to assume there would be, under existing legislation, another form of compulsory acquisition, or even concerted action short of that by different authorities to bring about the same result. The Court would be entitled to take into account that there would be an embargo under the Customs Act to keep in Australia sufficient wheat for local requirements and that such action would be taken without regard to the price that would be paid for such wheat and its products, and without collaboration with the State or Federal price-fixing authorities. On the other hand, the Court would be entitled to assume that the price-fixing authorities would not be influenced in fixing prices by the fact that the embargo would prevent the wheat being sent outside Australia at a higher price. 30

But it is contended that there should be no assumption by the Court that these fixed prices would not be increased. There should, of course, be no assumption that prices would not be increased to meet the cost of production and to allow a fair profit from time to time. However, an assumption should not be made that prices here would be increased merely to bring them into line with high prices overseas due to a great shortage of wheat in foreign countries and a consequent heavy demand for wheat, as any such increase would tend to defeat the very purpose of price fixing, i.e., to protect Australian consumers against excessive prices when there 40



is no scarcity here. As such increased prices would not be assumed, subsidies and consequent taxation to meet them need not be considered.

Then having assumed an embargo under the Customs Act and the continuance of price-fixing in the ordinary way, the Court would be justified in finding that the overseas price or parity would not be obtained for all wheat ; and so that compensation could not be assessed on the basis that each grower could obtain in a " free market " the overseas price or parity for the whole of his wheat.

The appeal should be dismissed with costs.

In the High Court of Australia in its Appellate Jurisdiction

No. 11 Reasons for Judgment

Webb, J.—  
*continued.*

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**No. 12.**

**Order dismissing Appeal.**

No. 34 of 1947.

No. 12 Order dismissing Appeal, dated 31st May 1948.

IN THE HIGH COURT OF AUSTRALIA.  
NEW SOUTH WALES REGISTRY.

ON APPEAL from the Judgment of His Honor Mr. Justice WILLIAMS a Justice of the High Court of Australia.

Between

NELUNGALOO PTY. LIMITED ... .. *Appellant*  
and

20 THE COMMONWEALTH OF AUSTRALIA, THE ATTORNEY-GENERAL FOR THE COMMONWEALTH OF AUSTRALIA, WILLIAM JAMES SCULLY and THE AUSTRALIAN WHEAT BOARD ... .. *Respondents.*

Before Their Honors The CHIEF JUSTICE (SIR JOHN GREIG LATHAM) Mr. Justice RICH, Mr. Justice STARKE, Mr. Justice DIXON, Mr. Justice McTIERNAN and Mr. Justice WEBB.

Monday the 31st day of May, 1948.

30 THIS APPEAL from the Judgment and Order given and made on the 2nd day of July, 1947 by His Honour Mr. Justice Williams, a Justice of the High Court of Australia, upon the trial of Action No. 24 of 1946 coming on for hearing before this Court at Sydney on the 18th, 19th, 20th, 21st, 24th and 25th days of November, 1947 Upon Reading the transcript record of the proceedings herein And Upon Hearing Mr. Barwick of King's Counsel and Mr. McFarlan of Counsel for the abovenamed Appellant Mr. Mason of King's Counsel Mr. Taylor of King's Counsel and Mr. Mitchell of Counsel for the abovenamed Respondents This Court Did Order on the said 25th day of November, 1947 that this Appeal should stand for Judgment And the same standing for Judgment this day accordingly

In the High Court of Australia in its Appellate Jurisdiction

at Melbourne This Court Doth Order that this Appeal be and the same is hereby dismissed And This Court Doth Further Order that it be referred to the proper officer of this Court to tax and certify the costs of the Respondents of this appeal and that such costs when so taxed and certified be paid by the Appellant to the Respondents.

No. 12  
Order dismissing Appeal, dated 31st May 1948.—  
*continued.*

(L.S.)

BY THE COURT.  
(Sgd.) M. DOHERTY,  
*Deputy Registrar.*

**No. 13.**

In the Privy Council

**Order in Council, granting Special leave to the Appellant to Appeal to His Majesty in Council.**

10

No. 13  
Order in Council granting Special Leave to the Appellant to appeal to His Majesty in Council, dated 4th March 1949.

AT THE COURT AT BUCKINGHAM PALACE.

The 4th day of March, 1949.

Present

THE KING'S MOST EXCELLENT MAJESTY

LORD PRESIDENT

MR. NESS EDWARDS

LORD HAILEY

MR. MARQUAND

LORD PAKENHAM

DR. EDITH SUMMERSKILL

MR. CHANCELLOR OF THE

DUCHY OF LANCASTER

20

WHEREAS there was this day read at the Board a Report from the Judicial Committee of the Privy Council dated the 21st day of February 1949 in the words following viz :—

“ WHEREAS by virtue of His late Majesty King Edward the Seventh's Order in Council of the 18th day of October 1909 there was referred unto this Committee a humble Petition of Nelungaloo Pty. Limited in the matter of an Appeal from the High Court of Australia between the Petitioner (Plaintiff) and the Commonwealth of Australia the Attorney-General for the Commonwealth of Australia William James Scully and the Australian Wheat Board Respondents (Defendants) setting forth amongst other matters : that this Petition is for special leave to appeal from an Order of the High Court of Australia in its appellate jurisdiction made on the 31st May 1948 dismissing an Appeal by the Petitioner in an action brought by it against the Respondents to recover certain monies in respect of the expropriation of wheat by the Respondent Commonwealth by virtue of the National Security (Wheat Acquisition) Regulations and the Order of the Minister of State for Commerce made thereunder : that the Order of the High Court was made upon appeal from an Order made on the 21st July 1947 by the High Court in its original jurisdiction dismissing the action with costs and entering Judgment for the

30

40

Respondents : that the action was a test case : that the amount of money in dispute is about £20,000,000 : that on the 21st September 1939 Wheat Acquisition Regulations were made under the National Security Act 1939 and such Regulations incorporated the Australian Wheat Board : that on the 16th November 1939 the then Minister of State for Commerce purporting to act pursuant to the Regulations by Order published in the Commonwealth Government Gazette declared that (with certain small exceptions) ' all wheat which is harvested in Australia on or after the date of the publication of this Order in the Gazette ' was acquired by the Commonwealth ; that the Petitioner is a grower in the State of New South Wales : that its crop of fair average quality wheat for the cereal year beginning 1st December 1945 and ending 30th November 1946 consisted of 10,498 bushels of bagged wheat and 3,786 bushels of bulk wheat making a total of 14,284 bushels : that upon the basis that the National Security (Wheat Acquisition) Regulations and the Order of the Minister were valid the said wheat became the property of the Australian Wheat Board upon the harvesting of the same : that the Petitioner in obedience to the Order and Regulations believed by it to be valid delivered the 14,284 bushels of wheat to the Australian Wheat Board and upon delivery signed a form of declaration which was prescribed under the Regulations and which in addition to containing particulars as to the wheat delivered included a claim for compensation ' in accordance with the Wheat Acquisition Regulations ' : that since the acquisition of the 1945-46 wheat crop the Australian Wheat Board has made certain advances but no determination of the amount of compensation has at any time been made by the Minister in accordance with Regulation 19 of the Regulations : that on the 24th July 1946 the Petitioner commenced proceedings against the Respondents claiming to be paid in respect of bulk wheat at the rate of 9s. 9d. a bushel and in respect of bagged wheat at the rate of 10s. a bushel : that the action was dismissed with costs : that the Petitioner appealed and the Appeal was heard in November 1947 before the full Court of the High Court of Justice of Australia : that the Justices of the High Court were evenly divided as to whether the Appeal should be allowed and in accordance with the provisions of Section 23 (2) (a) of the Judiciary Act 1903-1947 the decision of the Trial Court was affirmed and the Appeal was dismissed : And humbly praying Your Majesty in Council to grant the Petitioner special leave to appeal against the Order of the High Court of Australia in its appellate jurisdiction dated the 31st May 1948 and for further or other relief :

" THE LORDS OF THE COMMITTEE in obedience to His late Majesty's said Order in Council have taken the humble Petition into consideration and having heard Counsel in support thereof and in opposition thereto Their Lordships do this day agree humbly to report to Your Majesty as their opinion that leave ought to be granted to the Petitioner to enter and prosecute its Appeal against the Order of the

In the  
Privy  
Council

No. 13  
Order in  
Council  
granting  
Special  
Leave  
to the  
Appellant  
to appeal  
to His  
Majesty in  
Council,  
dated  
4th March  
1949.--  
*continued.*

In the  
Privy  
Council

No. 13  
Order in  
Council  
granting  
Special  
Leave  
to the  
Appellant  
to appeal  
to His  
Majesty in  
Council  
dated  
4th March  
1949.—  
*continued.*

High Court of Australia dated the 31st day of May 1948 upon depositing in the Registry of the Privy Council the sum of £400 as security for costs :

“AND THEIR LORDSHIPS do further report to Your Majesty that the proper officer of the said High Court ought to be directed to transmit to the Registrar of the Privy Council without delay an authenticated copy under seal of the Record proper to be laid before Your Majesty on the hearing of the Appeal upon payment by the Petitioner of the usual fees for the same.”

HIS MAJESTY having taken the said Report into consideration 10  
was pleased by and with the advice of His Privy Council to approve thereof  
and to order as it is hereby ordered that the same be punctually observed  
obeyed and carried into execution.

Whereof the Governor-General or Officer administering the Government  
of the Commonwealth of Australia for the time being and all other persons  
whom it may concern are to take notice and govern themselves accordingly.

No. 14  
Certificate  
of District  
Registrar  
of the High  
Court of  
Australia,  
New South  
Wales  
Registry

**No. 14.**

**Certificate of District Registrar of the High Court of Australia New South Wales Registry.**

I, FOSTER CAMPBELL LINDSAY, District Registrar of the High 20  
Court of Australia, New South Wales Registry Do Hereby Certify  
as follows :—

THAT this transcript record comprised in two volumes contains a true  
copy of all the pleadings, evidence, exhibits, orders and judgments in the  
cause in which Nelungaloo Pty. Limited was Plaintiff and The Common-  
wealth of Australia, The Attorney-General for the Commonwealth of  
Australia, William James Scully and The Australian Wheat Board were  
Defendants and in the appeal in which Nelungaloo Pty. Limited was  
Appellant and The Commonwealth of Australia, The Attorney-General for  
the Commonwealth of Australia, William James Scully and The Australian 30  
Wheat Board were Respondents so far as the same have relation to the  
matters of this appeal and a copy of the Reasons for the respective  
Judgments pronounced in the course of the proceedings out of which the  
appeal arises.

That the Respondents herein have received notice of the Order of  
His Majesty in Council giving the Appellant Leave to Appeal to His Majesty  
in Council And have also received notice of the despatch of this transcript  
record to the Registrar of the Privy Council.

Dated at Sydney in the State of New South Wales this                      day of  
February 1950. 40

(Sgd.) F. C. LINDSAY,  
*District Registrar of the High Court of Australia  
New South Wales Registry.*

**EXHIBITS TENDERED ON BEHALF OF THE APPELLANT**

**Exhibit A.—Letter, Maund & Kelynack to Commonwealth Crown  
Solicitor, dated 12th June, 1947.**

WHR. AM

The Commonwealth Crown Solicitor,  
Commonwealth Bank Building,  
Pitt St. & Martin Place,  
Sydney.

12th June, 1947.

Exhibits

" A "

Letter,  
Maund &  
Kelynack  
to Com-  
monwealth  
Crown  
Solicitor,  
dated  
12th June  
1947.

10 Dear Sir,

Nelungaloo Pty. Ltd. v. The Commonwealth  
of Australia & ors.

We have to give you notice that it is the intention of the Plaintiff to apply for leave to amend the Statement of claim herein by substituting the following paragraph for paragraph (4) :—

(4) Compensation for the acquisition by the Commonwealth of Australia of wheat from the 1945–1946 crop particulars of which claim are as follows :—

20	Wheat Delivered to Silos : 3,786.20/60 bush. at	
	9/9 bush.	£1,845.16. 9
	10,498 50/60 bush. at	
	10/- bush.	£5,249. 8. 4
		£7,095. 5. 1
	Less rail and handling	
	9d. bush.	535.13. 9
		£6,559.11. 4
	Less compensation	
	received	3,441.10. 1
		£3,118. 1. 3

30 and for consequential amendments to paragraphs 5, 6 and 7.

Yours faithfully,

J. W. MAUND & KELYNACK

Exhibits

**Exhibit B.—Wheat Board Declarations and Claims.**

“ B ”  
Claims by  
Appellant  
for Com-  
pensation  
made upon  
Australian  
Wheat  
Board  
in respect  
of No. 9  
Pool.

**GROWER'S DECLARATION.**

I declare that I have delivered to the above-mentioned Licensed Receiver at the above point of delivery the number of bags equivalent to the weight of wheat set out herein, and claim for compensation therefor in accordance with the Wheat Acquisition Regulations.

**Particulars of Area on which Wheat was Grown :**

Acreage 750.  
Block (Nos.) 29-34.  
In the Parish of Nelungalong. 10  
Liens over this wheat exist in favour of.....  
Cornsacks used for these deliveries represent all/part of.....  
bales supplied by A. W. B. to me/or  
noted on previous claim  
(State name in which cornsacks were requisitioned if  
this differs from name of Claimant)

And I declare that the information shown on this return is true and correct in every particular.

NELUNGALOO PTY. LTD.  
H. R. NOCK *Gov. Dir.* 20  
(Grower's Signature)  
VICTOR KELLY  
Agent's Signature

*Duplicate.* Form DE 7  
AUSTRALIAN WHEAT BOARD.

National Security Act, 1939/40.  
Wheat Acquisition Regulations.

No. 9 Pool.

Season 1945/1946. No. N 2217  
SILO WHEAT 30

**GROWER'S CLAIM FOR COMPENSATION**

I, Nelungaloo Pty. Ltd. declare that I have delivered wheat, grown under Wheat Industry Stabilisation Board License No..... to the Government Grain Elevators in accordance with the particulars set out hereunder, and I accordingly claim compensation therefore in accordance with the Wheat Acquisition Regulations.

Wheat delivered at Gunningbland.  
 Government Grain Elevators Application No. 9254.  
 Quantity 474 Bushels 52 lbs.  
 Acreage stripped by me for Grain 300 acres.  
 Wheat grown on Block Nos. 29-34.  
 In the Parish of Nelungalong.  
 This wheat is subject to Liens or statutory charges in favour of.....  
 License in Name of: (\*).....  
 My share of the crop grown on the acreage covered by the License  
 10 is Half.

Exhibits  
 " B "  
 Claims by  
 Appellant  
 for Com-  
 pensation  
 made upon  
 Australian  
 Wheat  
 Board  
 in respect  
 of No. 9  
 Pool—  
*continued.*

The Wheat covered by this claim was grown in the State of New South Wales.

Wheat was also grown this season, by me/us in the State of.....  
 Payment is due to the Australian Wheat Board for 5 Bales....Sacks.  
 Cornsacks requisitioned for in the name of: (\*).....  
 I nominate Bunge (Australia) Pty. Ltd. as Licensed Receiver for payment of compensation to be made through Commercial Banking Co. of Sydney at its Branch at Parkes.

And I Declare that the information shown on this return is true and  
 20 correct in every particular.

NELUNGALOO PTY. LTD.

H. K. NOCK *Gov. Dir.*

(Grower's Signature)

H. L. BENNETT  
 (Country Agent's Signature)

\* To be filled in when names differ from that of Claimant.

*Duplicate.*

Form DE 6.

AUSTRALIAN WHEAT BOARD.

National Security Act, 1939/40.  
 Wheat Acquisition Regulations.

30 No. 9 Pool.

No. N 204861.

Season 1945/1946.

SILO WHEAT.

GROWER'S CLAIM FOR COMPENSATION.

I, Nelungaloo Pty. Ltd. declare that I have delivered wheat, grown under Wheat Stabilisation Board License No. 14742 (owner) ..... (share-farmer), to the Government Grain Elevators in accordance with the particulars set out hereunder, and I accordingly claim compensation therefor in accordance with the Wheat Acquisition Regulations.

40 Wheat delivered at Nelungaloo.  
 Government Grain Elevators Application No. 8923.  
 Quantity 2,829 Bushels 24 lbs.

Exhibits  
" B "  
Claims by  
Appellant  
for Com-  
pensation  
made upon  
Australian  
Wheat  
Board  
in respect  
of No. 9  
Pool—  
*continued.*

Acreage stripped by me for Grain 750 acres.  
Wheat grown on Block Nos. 29-34.  
In the Parish of Nelungalong.  
Liens exist in favour of.....  
License in Name of: (\*) Nelungaloo Pty. Ltd.  
My share of the crop grown on the acreage covered by the License  
is 14,742.

Wheat has been grown and/or delivered by me in another State. No.  
(Grower must declare " Yes " or " No.")

That State is..... 10

Payment is due to the Australian Wheat Board for Noted on previous  
claim.....Bales.....Sacks

Cornsacks requisitioned for in the name of: (\*).....

I nominate Lindley Walker Wheat Co., Ltd. as licensed Receiver  
for payment of compensation to be made through Commer. Syd.(Bank)  
at its Branch at Parkes.

And I Declare that the information shown on this return is true and  
correct in every particular.

NELUNGALOO PTY. LTD.

H. K. NOCK *Gov. Dir.* 20

(Grower's Signature)

VICTOR KELLY  
(Country Agent's Signature)

(\*) To be filled in when names differ from that of Claimant.

*Duplicate.*

Form DE 6.

AUSTRALIAN WHEAT BOARD.

National Security Act, 1939/40.  
Wheat Acquisition Regulations.

No. 9 Pool.

No. N 204863.

Season 1945/1946.

SILO WHEAT

30

GROWER'S CLAIM FOR COMPENSATION.

I, Nelungaloo Pty, Ltd. declare that I have delivered wheat, grown  
under Wheat Stabilisation Board License No. 14742 (owner).....  
(share-farmer), to the Government Grain Elevators in accordance with the  
particulars set out hereunder, and I accordingly claim compensation  
therefor in accordance with the Wheat Acquisition Regulations.

Wheat delivered at Nelungaloo.

Government Grain Elevators Application No. 8935.



Quantity 482 bushels 4 lbs.  
 Acreage stripped by me for Grain 750 acres.  
 Wheat grown on Block Nos. 29-34.  
 In the Parish of Nelungalong.  
 Liens exist in favour of.....  
 License in Name of : (\*) Nelungaloo Pty. Ltd.  
 My share of the crop grown on the acreage covered by the License  
 is 14,742.  
 10 Wheat has been grown and/or delivered by me in another State. No.  
 (Grower must declare " Yes " or " No ")  
 That State is .....  
 Payment is due to the Australian Wheat Board for Noted on previous  
 claim.....Bales.....Sacks.  
 Cornsacks requisitioned for in the name of : (\*).  
 I nominate Lindley Walker Wheat Co., Ltd. as Licensed Receiver  
 for payment of compensation to be made through Commer. Syd. (Bank)  
 at its Branch at Parkes.  
 And I Declare that the information shown on this return is true and  
 correct in every particular.

Exhibits  
 " B "  
 Claims by  
 Appellant  
 for Com-  
 pensation  
 made upon  
 Australian  
 Wheat  
 Board  
 in respect  
 of No. 9  
 Pool—  
*continued.*

20

(Grower's Signature)

VICTOR KELLY,  
 (Country Agent's Signature)

(\*) To be filled in when names differ from that of Claimant.

Form DB.

To Grower. AUSTRALIAN WHEAT BOARD. N 662.

National Security Act 1939/1940. Wheat Acquisition Regulations.  
 No. 9 Pool, Season 1945/46.

BAGGED WHEAT RECEIPT AND CLAIM FOR COMPENSATION.

30

Licensed receiver Bunge (Aust.) Pty. Ltd. Date 29/12/45.  
 Compensation is claimed by :  
 Christian Names Nelungaloo Pty. Ltd. Surname.....  
 Postal Address 56 Wentworth Rd. Burwood NSW  
 on wheat grown by me/or H. K. Nock Governing Director Covered by

Exhibits  
 ———  
 " B "   
 Claims by  
 Appellant  
 for Com-  
 pensation  
 made upon  
 Australian  
 Wheat  
 Board  
 in respect  
 of No. 9  
 Pool—  
*continued.*

Licence No. 14742. (State name in which licence is issued where this differs from name of Claimant) issued by the Wheat Stabilisation Board and delivered at Gunningbland Station.

Claimant's share of the crop is As Below and advances are to be payable through Commercial Banking Co. of Sydney Bank at its Parkes branch.

State- ment.	DETAILS OF WHEAT DELIVERED					GROWER'S DECLARATION.		
	No. Bags.	T. C. Q.	lbs.	Bus. lbs.	Dockages. Details	£	s.	d.
1700	45			117	50			
	Being residue from Buckland & Nock deliveries.							
						I declare that I have delivered to the abovementioned Licensed Receiver at the above point of delivery the number of bags equivalent to the weight of wheat set out herein, and claim for compensation therefore in accordance with the Wheat Acquisition Regulations. 10		
						Particulars of Area on which Wheat was Grown :		
						Acreage 300. 20		
						Block (Nos.) 29-34 in the Parish of Nelungaloo.		
						Liens over this wheat exist in favour of.....		
						Cornsacks used for these deliveries represent all/part of 5 bales supplied by A. W. B. to me/or .....		
						(State name in which corn- sacks were requisitioned if this differs from name of Claimant.) 30		
Total				£				

I have received the above wheat of the Pool named, on behalf of the Australian Wheat Board.

H. L. BENNETT,  
 Agent's Signature

And I declare that the information shown on this return is true and correct in every particular.

NELUNGALOO PTY. LTD.  
 H. K. NOCK *Gov. Dir.*  
 (Grower's signature)

Form DB. AUSTRALIAN WHEAT BOARD. N 20781. Exhibits  
 To Grower. " B "

National Security Act 1939/1940. Wheat Acquisition Regulations.  
 No. 9 Pool, Season 1945/1946.

Claims by  
 Appellant  
 for Com-  
 pensation  
 made upon  
 Australian  
 Wheat  
 Board  
 in respect  
 of No. 9  
 Pool—  
*continued.*

**BAGGED WHEAT RECEIPT AND CLAIM FOR COMPENSATION.**

Licensed Receiver..... Date 16th January 1946

Compensation is claimed by :

Christian Names Nelungaloo Pty. Ltd. Surname.....

Postal Address 56 Wentworth Rd. Burwood

**10** on wheat grown by me/or..... Covered by Licence No. 14742.  
 (State name in which licence is issued where this differs from name of  
 Claimant.) issued by the Wheat Stabilisation Board and delivered at  
 Nelungaloo Station Claimant's share of the crop is Whole and advances  
 are to be payable through Commer. of Sydney Bank at its Parkes branch.

**DETAILS OF WHEAT DELIVERED.**

State- ment.	No. Bags.	T.	C.	Q. lbs.	Bus. lbs.	Dockages. Details £ s. d.
		218	16	—	—	8,168 32
<b>Total</b>		218	16	—	—	8,168 32 £

**20** I have received the above wheat of the Pool named, on behalf of the  
 Australian Wheat Board.

Form DB. AUSTRALIAN WHEAT BOARD. N 20787  
 To Grower.

National Security Act 1939/1940. Wheat Acquisition Regulations  
 No. 9 Pool, Season 1945/46.

**BAGGED WHEAT RECEIPT AND CLAIM FOR COMPENSATION.**

Licensed Receiver..... Date 4th Feb. 1946.

Compensation is claimed by

Christian Names Nelungaloo Pty. Ltd. Surname.....

Postal Address 56 Wentworth Rd. Burwood

**30** on wheat grown by me/or.....Covered by Licence No. 14742.  
 (State name in which Licence is issued where this differs from name of

Exhibits  
 " B "  
 Claims by  
 Appellant  
 for Com-  
 pensation  
 made upon  
 Australian  
 Wheat  
 Board  
 in respect  
 of No. 9  
 Pool—  
*continued.*

Claimant.) issued by the Wheat Stabilisation Board and delivered at Nelungaloo Station.

Claimant's share of the crop is Whole and advances are to be payable through Commer. of Sydney Bank at its Parkes branch.

State- ment.	DETAILS OF WHEAT DELIVERED					Dockages. Details £ s. d.	GROWER'S DECLARATION.
	No. Bags.	T.	C.	Q. lbs.	Bus. lbs.		
	59	5	1	2,212	28		<p>I declare that I have delivered to the abovementioned Licensed Receiver at the above point of delivery the number of bags equivalent to the weight of wheat set out herein, and claim for compensation therefor in accordance with the Wheat Acquisition Regulations.</p> <p>Particulars of Area on which wheat was Grown :                      Acreage 750.                      Block (Nos.) 29-34 in the Parish of Nelungalong.</p> <p>Liens over this wheat exist in favor of.....</p> <p>Cornsacks used for these deliveries represent all/part of ..... bales supplied by A. W. B. to me/or noted on previous claim.</p> <p>(State name in which cornsacks were requisitioned if this differs from name of Claimant.)</p> <p>And I declare that the information shown on this return is true and correct in every particular.</p>
Total	59	5	1	2,212	28	£	

NELUNGALOO PTY. LTD.  
 Per REG. K. NOCK *Dir.*  
 (Grower's signature)

I have received the above wheat of the Pool named, on behalf of the Australian Wheat Board.

VICTOR KELLY,  
 Agent's Signature.

**Exhibit C.—Letter from Australian Wheat Board to General Secretary Farmers & Settlers' Association of New South Wales, dated 24th January, 1947.**

Exhibits  
"C"

**AUSTRALIAN WHEAT BOARD.**

Telephone  
MU 6741 (9 lines)  
G.P.O. Box No. 4562.  
Telegraphic Address  
"Wheatboard,"  
Melbourne.

Head Office :  
Phosphate House,  
515 Collins Street,  
Melbourne,  
Victoria.  
24th January, 1947.

Letter  
from  
Australian  
Wheat  
Board to  
General  
Secretary  
Farmers &  
Settlers'  
Association  
of N.S.W.  
dated  
24th  
January  
1947.

10 In Reply Quote  
No. 533.

I. D. H. McDougall, Esq.,  
General Secretary,  
Farmers & Settlers' Association of N.S.W.,  
Chatsworth House,  
1 Bent Street,  
Sydney N.S.W.

Dear Sir,

20 With reference to your letter of the 17th January, 1947, the  
information requested by you therein is as follows :—

- (1) New Zealand Contract : The only contract we have is for the supply of  $4\frac{1}{2}$  m. bushels of wheat to New Zealand ; this contract was arranged at the beginning of 1946 at the export price ruling at the time the contract was entered into, namely, 9/6d. bulk, 9/11½d. bagged f.o.b.
- (2) The total cost of handling each year's crop since the inception of the Board, including freight from country stations to the Ports, is as follows :—

30	Season	Receipts (m. bus.)	Total Cost (per bus.)
	1939/1940	195·44	8·955d.
	1940/1941	63·66	9·819d.
	1941/1942	153·94	10·260d.
	1942/1943	141·99	11·094d.
	1943/1944	94·76	11·963d.
	1944/1945	38·83	11·477d.
	1945/1946	123·87	9·393d.

The increases in the cost during the years 1941/1942 to 1943/1944 are attributable chiefly to increased storage charges on

Exhibits  
 "C"  
 Letter  
 from  
 Australian  
 Wheat  
 Board to  
 General  
 Secretary  
 Farmers &  
 Settlers'  
 Association  
 of N.S.W.  
 dated  
 24th.  
 January  
 1947—  
*continued.*

bulk wheat and to increased Bank interest, arising from having to store considerable quantities for fairly lengthy periods owing to the scarcity of shipping.

In 1940/1941 and 1943/1944 the receivals were comparatively light, and this would add to the factors mentioned in bringing about a higher rate per bushel.

In 1944/1945 the very short crop was chiefly responsible for the higher unit rate.

It is hoped that this information will meet your requirements.

Yours faithfully,

CHAS. J. PERRETT.  
 (C. J. PERRETT)  
*General Manager.*

10

Exhibits  
 "D"  
 Columns 1  
 and 5 only  
 of Reuter's  
 Wheat  
 Quotations  
 from 3rd  
 January  
 1944 to  
 31st  
 December  
 1946.

**Exhibit D.—Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd of January, 1944, to 31st December, 1946.**

DEPARTMENT OF AGRICULTURE, N.S.W.

STATE MARKETING BUREAU

Wheat Markets. Prices per bushel.

AUSTRALIA.		ENGLAND.	
Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.	
Sales.	Closing Quotes.	Sales.	Closing Quotes.
s. d.	s. d.	s. d.	s. d.
NEW SOUTH WALES WHEAT.		<i>State</i>	
3. 1.44	SYDNEY: 4TH JANUARY. Rates fixed by the Australian Wheat Board are as follows:—	Australian bulk bagged	Jan./Feb. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.

20

MILLERS' LOTS:

All prices for export on application to the Board. Values of all wheat for human consumption are based on prices of 3/11 $\frac{1}{4}$ d. for bulk and 4/2 $\frac{1}{4}$ d. for bagged, Sydney basis, (plus  $\frac{1}{4}$ d. per bushel commission) (crossed out in pencil) (error) (written in pencil).

30

		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		" D "
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		FOR PRODUCE TRADE : <i>State</i>				
		Prices of bulk wheat for stock feed are 3/3d. per bushel in 6,000 bushel lots, or 3/3 $\frac{3}{4}$ d. per bushel in truck lots ; prices of bagged lots 3d. higher. These prices are for wheat on trucks, Sydney.				
10	4. 1.44	Sydney	(unchanged)	Australian bulk bagged	Jan./Feb. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	
	5. 1.44	Sydney	(unchanged)	Australian bulk bagged	Jan./Feb. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	
20	6. 1.44	Sydney	(unchanged)	Australian bulk bagged	Jan./Feb. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	
	7. 1.44	Sydney	(unchanged)	Australian bulk bagged	Jan./Feb. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	
	8. 1.44	Sydney	(unchanged)	Market	closed.	
30	10. 1.44	Sydney	(unchanged)	Australian bulk bagged	Jan./Feb. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	
	11. 1.44	Sydney	(unchanged)	Australian bulk bagged	Jan./Feb. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	
40	12. 1.44	Sydney	(unchanged)	Australian bulk bagged	Jan./Feb. 4/2·25 ( $\frac{1}{4}$ ) 4/6·75 ( $\frac{3}{4}$ ) f.o.b.	
	13. 1.44	Sydney	(unchanged)	Australian bulk bagged	Jan./Feb. 4/2·25 ( $\frac{1}{4}$ ) 4/6·75 ( $\frac{3}{4}$ ) f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.				
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.				
	s.	d.	s.	d.	Sales.	Closing Quotes.			
					s.	d.			
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	14.	1.44	Sydney	(unchanged)	<i>State</i>		Jan./Feb.		
					Australian bulk		4/2·25 ( $\frac{1}{4}$ )		
					bagged		4/6·75 ( $\frac{3}{4}$ )		
							f.o.b.		
	15.	1.44	Sydney	(unchanged)	Market		closed.		10
	17.	1.44	Sydney	(unchanged)	Australian bulk		Jan./Feb.		
					bagged		4/2·25 ( $\frac{1}{4}$ )		
							4/6·75 ( $\frac{3}{4}$ )		
							f.o.b.		
	18.	1.44	Sydney	(unchanged)	Australian bulk		Jan./Feb.		
					bagged		4/2·25 ( $\frac{1}{4}$ )		
							4/6·75 ( $\frac{3}{4}$ )		
						f.o.b.			
19.	1.44	Sydney	(unchanged)	Australian bulk		Jan./Feb.		20	
				bagged		4/2·25 ( $\frac{1}{4}$ )			
						4/6·75 ( $\frac{3}{4}$ )			
						f.o.b.			
20.	1.44	Sydney	(unchanged)	Australian bulk		Jan./Feb.			
				bagged		4/3·25 ( $\frac{1}{4}$ )			
						4/6·75 ( $\frac{3}{4}$ )			
						f.o.b.			
21.	1.44	Sydney	(unchanged)	Australian bulk		Jan./Feb.			
				bagged		4/2·25 ( $\frac{1}{4}$ )			
						4/6·75 ( $\frac{3}{4}$ )			
						f.o.b.		30	
22.	1.44	Sydney	(unchanged)	Market		closed.			
24.	1.44	Sydney	(unchanged)	Australian bulk		Jan./Feb.			
				bagged		4/2·25 ( $\frac{1}{4}$ )			
						4/6·75 ( $\frac{3}{4}$ )			
						f.o.b.			
25.	1.44	Sydney	(unchanged)	Australian bulk		Jan./Feb.			
				bagged		4/2·25 ( $\frac{1}{4}$ )			
						4/6·75 ( $\frac{3}{4}$ )			
						f.o.b.			
26.	1.44	Sydney	(unchanged)	Australian bulk		Jan./Feb.		40	
				bagged		4/2·25 ( $\frac{1}{4}$ )			
						4/6·75 ( $\frac{3}{4}$ )			
						f.o.b.			



		AUSTRALIA.		ENGLAND.		Exhibits "D" Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		Sales	Closing Quotes.	Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
				<i>State</i>	Jan./Feb.	
	27. 1.44	Sydney	(unchanged)	Australian bulk	4/2·25 ( $\frac{1}{4}$ )	
				bagged	4/6·75 ( $\frac{3}{4}$ )	
					f.o.b.	
10					Jan./Feb.	
	28. 1.44	Sydney	(unchanged)	Australian bulk	4/2·25 ( $\frac{1}{4}$ )	
				bagged	4/6·75 ( $\frac{3}{4}$ )	
					f.o.b.	
	29. 1.44	Sydney	(unchanged)	Market	closed.	
	31. 1.44	Sydney	(unchanged)	Australian bulk	Jan./Feb. 4/2·25 ( $\frac{1}{4}$ )	
				bagged	4/6·75 ( $\frac{3}{4}$ )	
					f.o.b.	
20	1. 2.44	Sydney	(unchanged)	Australian bulk	Feb./March 4/2·25 ( $\frac{1}{4}$ )	
				bagged	4/6·75 ( $\frac{3}{4}$ )	
					f.o.b.	
	2. 2.44	Sydney	(unchanged)	Australian bulk	Feb./March 4/2·25 ( $\frac{1}{4}$ )	
				bagged	4/6·75 ( $\frac{3}{4}$ )	
					f.o.b.	
	3. 2.44	Sydney	(unchanged)	Australian bulk	Feb./March 4/2·25 ( $\frac{1}{4}$ )	
				bagged	4/6·75 ( $\frac{3}{4}$ )	
					f.o.b.	
30					Feb./March	
	4. 2.44	Sydney	(unchanged)	Australian bulk	4/2·25 ( $\frac{1}{4}$ )	
				bagged	4/6·75 ( $\frac{3}{4}$ )	
					f.o.b.	
	5. 2.44	Sydney	(unchanged)	Market	closed.	
	7. 2.44	Sydney	(unchanged)	Australian bulk	Feb./Mar. 4/3d.	
				bagged	4/7·5 ( $\frac{1}{2}$ )	
					f.o.b.	
40					Feb./Mar.	
	8. 2.44	Sydney	(unchanged)	Australian bulk	4/3d.	
				bagged	4/7·5 ( $\frac{1}{2}$ )	
					f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.			
	s.	d.	s.	d.	Sales.	Closing Quotes.		
					s.	d.		
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	9.	2.44	Sydney	(unchanged)	<i>State</i> Australian bulk bagged		Feb./Mar. 4/3d. 4/7·5 (½) f.o.b.	
	10.	2.44	Sydney	(unchanged)	Australian bulk bagged		Feb./Mar. 4/3d. 4/7·5 (½) f.o.b.	10
	11.	2.44	Sydney	(unchanged)	Australian bulk bagged		Feb./Mar. 4/3d. 4/7·5 (½) f.o.b.	
	12.	2.44	Sydney	(unchanged)			Market closed.	
	14.	2.44	Sydney	(unchanged)	Australian bulk bagged		Feb./Mar. 4/3d. 4/7·5 (½) f.o.b.	20
	15.	2.44	Sydney	(unchanged)	Australian bulk bagged		Feb./Mar. 4/3d. 4/7·5 (½) f.o.b.	
	16.	2.44	Sydney	(unchanged)	Australian bulk bagged		Feb./Mar. 4/3d. 4/7·5 (½) f.o.b.	30
	17.	2.44	Sydney	(unchanged)	Australian bulk bagged		Feb./Mar. 4/3d. 4/7·5 (½) f.o.b.	
	18.	2.44	Sydney	(unchanged)	Australian bulk bagged		Feb./Mar. 4/3d. 4/7·5 (½) f.o.b.	
	19.	2.44	Sydney	(unchanged)			Market closed.	
21.	2.44	Sydney	(unchanged)	Australian bulk bagged		Feb./Mar. 4/3d. 4/7·5 (½) f.o.b.	40	

		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		"D"
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
				s. d.	s. d.	
				<i>State</i>	Feb./March	
	22.	2.44	Sydney (unchanged)	Australian bulk	4/3d.	
				bagged	4/7·5 (½)	
					f.o.b.	
10	23.	2.44	Sydney (unchanged)	Australian bulk	Feb./March	
				bagged	4/3d.	
					4/7·5 (½)	
					f.o.b.	
	24.	2.44	Sydney (unchanged)	Australian bulk	Feb./March	
				bagged	4/3d.	
					4/7·5 (½)	
					f.o.b.	
	25.	2.44	Sydney (unchanged)	Australian bulk	Feb./March	
20				bagged	4/3d.	
					4/7·5 (½)	
					f.o.b.	
	26.	2.44	Sydney (unchanged)	Market	closed.	
	28.	2.44	Sydney (unchanged)	Australian bulk	Feb./March	
				bagged	4/3d.	
					4/7·5 (½)	
					f.o.b.	
	29.	2.44	Sydney (unchanged)	Australian bulk	Feb./March	
30				bagged	4/3d.	
					4/7·5 (½)	
					f.o.b.	
	1.	3.44	Sydney (unchanged)	Australian bulk	Mar./April	
				bagged	4/3d.	
					4/7·5 (½)	
					f.o.b.	
	2.	3.44	Sydney (unchanged)	Australian bulk	Mar./April	
				bagged	4/3d.	
					4/7·5 (½)	
					f.o.b.	
40	3.	3.44	Sydney (unchanged)	Australian bulk	Mar./April	
				bagged	4/3d.	
					4/7·5 (½)	
					f.o.b.	
	4.	3.44	Sydney (unchanged)	Market	closed.	

Exhibits " D "	AUSTRALIA.				ENGLAND.				
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.				
	s.	d.	s.	d.	Sales.-	Closing Quotes.			
				s.	d.				
				<i>State</i>		Mar./April			
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	6.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.			
					bagged	4/7·5 (½)			
						f.o.b.			
	7.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.			10
					bagged	4/7·5 (½)			
						f.o.b.			
	8.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.			
					bagged	4/7·5 (½)			
						f.o.b.			
	9.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.			20
					bagged	4/7·5 (½)			
						f.o.b.			
	10.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.			
					bagged	4/7·5 (½)			
						f.o.b.			
	11.	3.44	Sydney	(unchanged)		Market	closed.		
	13.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.			30
				bagged	4/7·5 (½)				
					f.o.b.				
14.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.				
				bagged	4/7·5 (½)				
					f.o.b.				
15.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.				
				bagged	4/7·5 (½)				
					f.o.b.				
16.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.			40	
				bagged	4/7·5 (½)				
					f.o.b.				
17.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.				
				bagged	4/7·5 (½)				
					f.o.b.				

AUSTRALIA.				ENGLAND.				Exhibits " D " Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.				
s.	d.	s.	d.	Sales.	Closing Quotes.	s.	d.	
				<i>State</i>				
					Market closed.			
18.	3.44	Sydney	(unchanged)		Mar./April			
10	20.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.		
					bagged	4/7·5 (½)		
						f.o.b.		
					Mar./April			
21.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.			
				bagged	4/7·5 (½)			
					f.o.b.			
					Mar./April			
22.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.			
				bagged	4/7·5 (½)			
					f.o.b.			
20					Mar./April			
	23.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.		
				bagged	4/7·5 (½)			
					f.o.b.			
					Mar./April			
24.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.			
				bagged	4/7·5 (½)			
					f.o.b.			
25.	3.44	Sydney	(unchanged)		Market closed.			
30	27.	3.44	Sydney	(unchanged)	Australian bulk	Mar./April		
					bagged	4/3d.		
					4/7·5 (½)			
					f.o.b.			
					Mar./April			
28.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.			
				bagged	4/7·5 (½)			
					f.o.b.			
					Mar./April			
29.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.			
				bagged	4/7·5 (½)			
					f.o.b.			
40					Mar./April			
	30.	3.44	Sydney	(unchanged)	Australian bulk	4/3d.		
				bagged	4/7·5 (½)			
					f.o.b.			

Exhibits " D "	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.		Closing Quotes.	
	s.	d.	s.	d.	s.	d.	s.	d.
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	31.	3.44	Sydney	(unchanged)	<i>State</i> Australian bulk bagged	Mar./April 4/3d. 4/7.5 (½) f.o.b.		
	1.	4.44	Sydney	(unchanged)	Market	closed.	10	
	3.	4.44	Sydney	(unchanged)	Australian bulk bagged	April/May 4/3d. 4/7.5 (½) f.o.b.		
	4.	4.44	Sydney	(unchanged)	Australian bulk bagged	April/May 4/3d. 4/7.5 (½) f.o.b.		
	5.	4.44	Sydney	(unchanged)	Australian bulk bagged	April/May 4/3d. 4/7.5 (½) f.o.b.	20	
	6.	4.44	Sydney	(unchanged)	Australian bulk bagged	April/May 4/3d. 4/7.5 (½) f.o.b.		
	7.	4.44	Sydney	(Market closed 8th and 10th April Holidays)	Market closed—	Holiday in U.K. from April 7 to April 10 inclusive.		
	11.	4.44	Sydney	(unchanged)	Australian bulk bagged	April/May 4/3d. 4/7.5 (½) f.o.b.	30	
	12.	4.44	Sydney	(unchanged)	Australian bulk bagged	April/May 4/3d. 4/7.5 (½) f.o.b.		
	13.	4.44	Sydney	(unchanged)	Australian bulk bagged	April/May 4/3d. 4/7.5 (½) f.o.b.	40	
	14.	4.44	Sydney	(unchanged)	Australian bulk bagged	April/May 4/3d. 4/7.5 (½) f.o.b.		

		AUSTRALIA.		ENGLAND.		Exhibits "D" Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		Sales	Closing Quotes.	Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
				<i>State</i>		
	15.	4.44	Sydney (unchanged)	Market closed.		
10	17.	4.44	Sydney (unchanged)	Australian bulk bagged	April/May 4/3d. 4/7·5 (½) f.o.b.	
	18.	4.44	Sydney (unchanged)	Australian bulk bagged	April/May 4/3d. 4/7·5 (½) f.o.b.	
	19.	4.44	Sydney (unchanged)	Australian bulk bagged	April/May 4/3d. 4/7·5 (½) f.o.b.	
20	20.	4.44	Sydney (unchanged)	Australian bulk bagged	April/May 4/3d. 4/7·5 (½) f.o.b.	
	21.	4.44	Sydney (unchanged)	Australian bulk bagged	April/May 4/6d. 4/10·5 (½) f.o.b.	
	22.	4.44	Sydney (unchanged)	Market closed.		
30	24.	4.44	Sydney (unchanged)	Australian bulk bagged	April/May 4/6d. 4/10·5 (½) f.o.b.	
	25.	4.44	Sydney (unchanged)	Australian bulk bagged	April/May 4/6d. 4/10·5 (½) f.o.b.	
40	26.	4.44	Sydney (unchanged)	Australian bulk bagged	April/May 4/6d. 4/10·5 (½) f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London		Australian Wheat.	
	s. d.		s. d.		Sales.		Closing Quotes.	
					<i>State</i>		April/May	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	27.	4.44	Sydney	(unchanged)	Australian bulk bagged	4/6d. 4/10·5 (½) f.o.b.		
	28.	4.44	Sydney	(unchanged)	Australian bulk bagged	4/6d. 4/10·5 (½) f.o.b.		10
	29.	4.44	Sydney	(unchanged)	Market	closed.		
	1.	5.44	Sydney	(unchanged)	Australian bulk bagged	4/6d. 4/10·5 (½) f.o.b.		
	2.	5.44	Sydney	(unchanged)	Australian bulk bagged	4/6d. 4/10·5 (½) f.o.b.		20
	3.	5.44	Sydney	(unchanged)	Australian bulk bagged	4/6d. 4/10·5 (½) f.o.b.		
	4.	5.44	Sydney	(unchanged)	Australian bulk bagged	4/6d. 4/10·5 (½) f.o.b.		30
	5.	5.44	Sydney	(unchanged)	Australian bulk bagged	4/6d. 4/10·5 (½) f.o.b.		
	6.	5.44	Sydney	(unchanged)	Market	closed.		
	8.	5.44	Sydney	(unchanged)	Australian bulk bagged	4/6d. 4/10·5 (½) f.o.b.		
9.	5.44	Sydney	(unchanged)	Australian bulk bagged	4/6d. 4/10·5 (½) f.o.b.		40	



		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		" D "
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
				s. d.	s. d.	
	10.	5.44	Sydney (unchanged)	<i>State</i> Australian bulk bagged	May/June 4/6d. 4/10·5 (½) f.o.b.	
10	11.	5.44	Sydney (unchanged)	Australian bulk bagged	May/June 4/6d. 4/10·5 (½) f.o.b.	
	12.	5.44	Sydney (unchanged)	Australian bulk bagged	May/June 4/6d. 4/10·5 (½) f.o.b.	
	13.	5.44	Sydney (unchanged)	Market	closed.	
	15.	5.44	Sydney (unchanged)	Australian bulk bagged	May/June 4/6d. 4/10·5 (½) f.o.b.	
20	16.	5.44	Sydney (unchanged)	Australian bulk bagged	May/June 4/7·5 (½) 5/- f.o.b.	
	17.	5.44	Sydney (unchanged)	Australian bulk bagged	May/June 4/7·5 (½) 5/- f.o.b.	
30	18.	5.44	Sydney (unchanged)	Australian bulk bagged	May/June 4/7·5 (½) 5/- f.o.b.	
	19.	5.44	Sydney (unchanged)	Australian bulk bagged	May/June 4/7·5 (½) 5/- f.o.b.	
	20.	5.44	Sydney (unchanged)	Market	closed.	
40	22.	5.44	Sydney (unchanged)	Australian bulk bagged	May/June 4/9d.* 5/1·5 (½)* f.o.b.	

\* Reports of good non-European demand and unfavourable prospects for next crop.

Exhibits " D "	AUSTRALIA.				ENGLAND.				
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.				
	s.	d.	s.	d.	Sales.-	Closing Quotes.			
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>									
					<i>State</i>		May/June		
23.	5.44	Sydney	(unchanged)		Australian bulk bagged		4/9d. 5/1.5 (½) f.o.b.		
24.	5.44	Sydney	(unchanged)		Australian bulk bagged		May/June 4/9d. 5/1.5 (½) f.o.b.	10	
25.	5.44	Sydney	(unchanged)		Australian bulk bagged		May/June 4/9d. 5/1.5 (½) f.o.b.		
26.	5.44	Sydney	(unchanged)		Australian bulk bagged		May/June 4/9d. 5/1.5 (½) f.o.b.	20	
27.	5.44	Sydney	(unchanged)				Market closed.		
29.	5.44	Sydney	(unchanged)				Market closed (Holiday).		
30.	5.44	Sydney	(unchanged)		Australian bulk bagged		May/June 5/3d. 5/7.5 (½) f.o.b.		
31.	5.44	Sydney	(unchanged)		Australian bulk bagged		May/June 5/3d. 5/7.5 (½) f.o.b.	30	
1.	6.44	Sydney	(unchanged)		Australian bulk bagged		June/July 5/3d. 5/7.5 (½) f.o.b.		
2.	6.44	Sydney	(unchanged)		Australian bulk bagged		June/July 5/3d. 5/7.5 (½) f.o.b.		
3.	6.44	Sydney	(unchanged)				Market closed.	40	

		AUSTRALIA.		ENGLAND.		Exhibits " D " Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
				<i>State</i>	June/July	
	5. 6.44	Sydney	(unchanged)	Australian bulk bagged	5/3d. 5/7·5 (½) f.o.b.	
10	6. 6.44	Sydney	(unchanged)	Australian bulk bagged	June/July 5/3d. 5/7·5 (½) f.o.b.	
	7. 6.44	Sydney	(unchanged)	Australian bulk bagged	June/July 5/3d. 5/7·5 (½) f.o.b.	
20	8. 6.44	Sydney	(unchanged)	Australian bulk bagged	June/July 5/3d. 5/7·5 (½) f.o.b.	
	9. 6.44	Sydney	(unchanged)	Australian bulk bagged	June/July 5/3d. 5/7·5 (½) f.o.b.	
	10. 6.44	Sydney	(unchanged)	Market	closed.	
30	12. 6.44	Sydney	(unchanged)	Australian bulk bagged	June/July 5/6d. 5/10·5 (½) f.o.b.	
	13. 6.44	Sydney	(unchanged)	Australian bulk bagged	June/July 5/6d. 5/10·5 (½) f.o.b.	
	14. 6.44	Sydney	(unchanged)	Australian bulk bagged	June/July 5/6d. 5/10·5 (½) f.o.b.	
40	15. 6.44	Sydney	(unchanged)	Australian bulk bagged	June/July 5/6d. 5/10·5 (½) f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.		Closing Quotes.	
	s.	d.	s.	d.	s.	d.	s.	d.
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>					<i>State</i>		June/July	
16.	6.44	Sydney	(unchanged)		Australian bulk bagged		5/6d. 5/10·5 (½) f.o.b.	
17.	6.44	Sydney	(unchanged)		Market		closed.	10
19.	6.44	Sydney	(unchanged)		Australian bulk bagged		June/July 5/6d. 5/10·5 (½) f.o.b.	
20.	6.44	Sydney	(unchanged)		Australian bulk bagged		June/July 5/6d. 5/10·5 (½) f.o.b.	
21.	6.44	Sydney	(unchanged)		Australian bulk bagged		June/July 5/6d. 5/10·5 (½) f.o.b.	20
22.	6.44	Sydney	(unchanged)		Australian bulk bagged		June/July 5/6d. 5/10·5 (½) f.o.b.	
23.	6.44	Sydney	(unchanged)		Australian bulk bagged		June/July 5/6d. 5/10·5 (½) f.o.b.	30
24.	6.44	Sydney	(unchanged)		Market		closed.	
26.	6.44	Sydney	(unchanged)		Australian bulk bagged		June/July 5/6d. 5/10·5 (½) f.o.b.	
27.	6.44	Sydney	(unchanged)		Australian bulk bagged		June/July 5/6d. 5/10·5 (½) f.o.b.	
28.	6.44	Sydney	(unchanged)		Australian bulk bagged		June/July 5/6d. 5/10·5 (½) f.o.b.	40

		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		" D "
		Sales	Closing Quotes.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
	29.	6.44	Sydney (unchanged)	<i>State</i> Australian bulk bagged	June/July 5/6d. 5/10·5 (½) f.o.b.	
10	30.	6.44	Sydney (unchanged)	Australian bulk bagged	June/July 5/6d. 5/10·5 (½) f.o.b.	
	1.	7.44	Sydney (unchanged)	Market closed.		
	3.	7.44	Sydney (unchanged)	Australian bulk bagged	July/August 5/6d. 5/10·5 (½) f.o.b.	
20	4.	7.44	Sydney (unchanged)	Australian bulk bagged	July/August 5/6d. 5/10·5 (½) f.o.b.	
	5.	7.44	Sydney (unchanged)	Australian bulk bagged	July/August 5/6d. 5/10·5 (½) f.o.b.	
	6.	7.44	Sydney (unchanged)	Australian bulk bagged	July/August 5/6d. 5/10·5 (½) f.o.b.	
30	7.	7.44	Sydney (unchanged)	Australian bulk bagged	July/August 5/6d. 5/10·5 (½) f.o.b.	
	8.	7.44	Sydney (unchanged)	Market closed.		
	10.	7.44	Sydney (unchanged)	Australian bulk bagged	July/August 5/6d. 5/10·5 (½) f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.			
	s.	d.	s.	d.	Sales.	Closing Quotes		
				s.	d.	s.	d.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	11.	7.44	Sydney	(unchanged)	<i>State</i> Australian bulk bagged		July/August 5/6d. 5/10·5 (½) f.o.b.	
	12.	7.44	Sydney	(unchanged)	Australian bulk bagged		July/August 5/6d. 5/10·5 (½) f.o.b.	10
	13.	7.44	Sydney	(unchanged)	Australian bulk bagged		July/August 5/6d. 5/10·5 (½) f.o.b.	
	14.	7.44	Sydney	(unchanged)	Australian bulk bagged		July/August 5/6d. 5/10·5 (½) f.o.b.	20
	15.	7.44	Sydney	(unchanged)	Market		closed.	
	17.	7.44	Sydney	(unchanged)	Australian bulk bagged		July/August 5/6d. 5/10·5 (½) f.o.b.	
	18.	7.44	Sydney	(unchanged)	Australian bulk bagged		July/August 5/6d. 5/10·5 (½) f.o.b.	30
	19.	7.44	Sydney	(unchanged)	Australian bulk bagged		July/August 5/6d. 5/10·5 (½) f.o.b.	
	20.	7.44	Sydney	(unchanged)	Australian bulk bagged		July/August 5/6d. 5/10·5 (½) f.o.b.	
	21.	7.44	Sydney	(unchanged)	Australian bulk bagged		July/August 5/6d. 5/10·5 (½) f.o.b.	40

		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		" D "
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
				s. d.	s. d.	
				<i>State</i>	Market closed.	
	22. 7.44	Sydney	(unchanged)		July/August	
10	24. 7.44	Sydney	(unchanged)	Australian bulk	5/7·5 (½)	
				bagged	6/-	
					f.o.b.	
	25. 7.44	Sydney	(unchanged)	Australian bulk	July/August	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	
	26. 7.44	Sydney	(unchanged)	Australian bulk	July/August	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	
20	27. 7.44	Sydney	(unchanged)	Australian bulk	July/August	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	
	28. 7.44	Sydney	(unchanged)	Australian bulk	July/August	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	
	29. 7.44	Sydney	(unchanged)		Market closed.	
30	31. 7.44	Sydney	(unchanged)	Australian bulk	July/August	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	
	1. 8.44	Sydney	(unchanged)	Australian bulk	Aug./Sept.	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	
40	2. 8.44	Sydney	(unchanged)	Australian bulk	Aug./Sept.	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	
	3. 8.44	Sydney	(unchanged)	Australian bulk	Aug./Sept.	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.				
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.				
	s.	d.	s.	d.	Sales.-	Closing Quotes.			
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>									
	4.	8.44	Sydney	(unchanged)	<i>State</i> Australian bulk bagged		Aug./Sept. 5/7·5 (½) 6/- f.o.b.		
	5.	8.44	Sydney	(unchanged)			Market closed.		10
	7.	8.44	Sydney	(unchanged)			Market closed (Bank Holiday).		
	8.	8.44	Sydney	(unchanged)	Australian bulk bagged		Aug./Sept. 5/7·5 (½) 6/- f.o.b.		
	9.	8.44	Sydney	(unchanged)	Australian bulk bagged		Aug./Sept. 5/7·5 (½) 6/- f.o.b.		
	10.	8.44	Sydney	(unchanged)	Australian bulk bagged		Aug./Sept. 5/7·5 (½) 6/- f.o.b.		20
	11.	8.44	Sydney	(unchanged)	Australian bulk bagged		Aug./Sept. 5/7·5 (½) 6/- f.o.b.		
	12.	8.44	Sydney	(unchanged)			Market closed.		
	14.	8.44	Sydney	(unchanged)	Australian bulk bagged		Aug./Sept. 5/7·5 (½) 6/- f.o.b.		30
	15.	8.44	Sydney	(unchanged)	Australian bulk bagged		Aug./Sept. 5/7·5 (½) 6/- f.o.b.		
	16.	8.44	Sydney	(unchanged)	Australian bulk bagged		Aug./Sept. 5/7·5 (½) 6/- f.o.b.		40
	17.	8.44	Sydney	(unchanged)	Australian bulk bagged		Aug./Sept. 5/7·5 (½) 6/- f.o.b.		



		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		" D "
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
				s. d.	s. d.	
				<i>State</i>	Aug./Sept.	
18.	8.44	Sydney	(unchanged)	Australian bulk bagged	5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
10	19.	8.44	Sydney	(unchanged)	Market closed.	
21.	8.44	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
22.	8.44	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
20	23.	8.44	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.
24.	8.44	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
25.	8.44	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
30	26.	8.44	Sydney	(unchanged)	Market closed.	
28.	8.44	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
29.	8.44	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.		
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.		
	s.	d.	s.	d.	Sales.	Closing Quotes.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>							
	30.	8.44	Sydney	(unchanged)	<i>State</i> Australian bulk bagged	Aug./Sept. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
	31.	8.44	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	10
	1.	9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
	2.	9.44	Sydney	(unchanged)	Market closed.		
	4.	9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	20
	5.	9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
	6.	9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
	7.	9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	30
	8.	9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
	9.	9.44	Sydney	(unchanged)	Market closed.		

		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		" D "
		Sales	Closing Quotes.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
	11. 9.44	Sydney	(unchanged)	<i>State</i> Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	
10	12. 9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	
	13. 9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	
20	14. 9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	
	15. 9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	
	16. 9.44	Sydney	(unchanged)	Market	closed.	
30	18. 9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	
	19. 9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	
	20. 9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	
40	21. 9.44	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.		
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.		
	s. d.		s. d.		Sales.	Closing Quotes.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January, 1944 to 31st December 1946— <i>continued.</i>	22. 9.44	Sydney	(unchanged)		<i>State</i> Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	
	23. 9.44	Sydney	(unchanged)		Market	closed.	10
	25. 9.44	Sydney	(unchanged)		Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	
	26. 9.44	Sydney	(unchanged)		Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	
	27. 9.44	Sydney	(unchanged)		Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	20
	28. 9.44	Sydney	(unchanged)		Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	
	29. 9.44	Sydney	(unchanged)		Australian bulk bagged	Sept./Oct. 5/7·5 (½) 6/- f.o.b.	30
	30. 9.44	Sydney	(unchanged)		Market	closed.	
	2.10.44	Sydney	(Holiday)		Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	
	3.10.44	Sydney	(unchanged)		Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	40
	4.10.44	Sydney	(unchanged)		Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	

		AUSTRALIA.		ENGLAND.		Exhibits " D " Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
				<i>State</i>	Oct./Nov.	
	5.10.44	Sydney	(unchanged)	Australian bulk	5/7·5 (½)	
				bagged	6/-	
					f.o.b.	
10	6.10.44	Sydney	(unchanged)	Australian bulk	Oct./Nov.	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	
	7.10.44	Sydney	(unchanged)	Market closed.		
	9.10.44	Sydney	(unchanged)	Australian bulk	Oct./Nov.	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	
20	10.10.44	Sydney	(unchanged)	Australian bulk	Oct./Nov.	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	
	11.10.44	Sydney	(unchanged)	Australian bulk	Oct./Nov.	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	
	12.10.44	Sydney	(unchanged)	Australian bulk	Oct./Nov.	
				bagged	5/7·5 (½)	
					6/-	
30					f.o.b.	
	13.10.44	Sydney	(unchanged)	Australian bulk	Oct./Nov.	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	
	14.10.44	Sydney	(unchanged)	Market closed.		
	16.10.44	Sydney	(unchanged)	Australian bulk	Oct./Nov.	
				bagged	5/7·5 (½)	
					6/-	
					f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.			
	s.	d.	s.	d.	Sales.	Closing Quotes.		
				s.	d.	s.	d.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued</i>	17.10.44	Sydney	(unchanged)			<i>State</i> Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	
	18.10.44	Sydney	(unchanged)			Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	10
	19.10.44	Sydney	(unchanged)			Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	
	20.10.44	Sydney	(unchanged)			Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	20
	21.10.44	Sydney	(unchanged)			Market	closed.	
	23.10.44	Sydney	(unchanged)			Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	
	24.10.44	Sydney	(unchanged)			Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	30
	25.10.44	Sydney	(unchanged)			Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	
	26.10.44	Sydney	(unchanged)			Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	
	27.10.44	Sydney	(unchanged)			Australian bulk bagged	Oct./Nov. 5/7·5 (½): 6/- f.o.b.	40
	28.10.44	Sydney	(unchanged)			Market	closed.	

		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		" D "
		Sales.	Closing Quotes.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
	30.10.44	Sydney	(unchanged)	<i>State</i> Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	
10	31.10.44	Sydney	(unchanged)	Australian bulk bagged	Oct./Nov. 5/7·5 (½) 6/- f.o.b.	
	1.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
20	2.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
	3.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
	4.11.44	Sydney	(unchanged)	Market	closed.	
30	6.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
	7.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
	8.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
40	9.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.				
	Sales		Closing Quotes.		Selling Centre— London Australian Wheat.		Sales. Closing Quotes.		
	s.	d.	s.	d.	s.	d.	s.	d.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	10.11.44	Sydney	(unchanged)			<i>State</i> Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.		
	11.11.44	Sydney	(unchanged)			Market closed.			10
	13.11.44	Sydney	(unchanged)			Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.		
	14.11.44	Sydney	(unchanged)			Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.		
	15.11.44	Sydney	(unchanged)			Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.		20
	16.11.44	Sydney	(unchanged)			Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.		
	17.11.44	Sydney	(unchanged)			Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.		30
	18.11.44	Sydney	(unchanged)			Market closed.			
	20.11.44	Sydney	(unchanged)			Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.		
	21.11.44	Sydney	(unchanged)			Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.		



		AUSTRALIA.		ENGLAND.		Exhibits "D" Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
	22.11.44	Sydney	(unchanged)	<i>State</i> Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
10	23.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
	24.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
	25.11.44	Sydney	(unchanged)	Market closed.		
20	27.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
	28.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
30	29.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
	30.11.44	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 5/7·5 (½) 6/- f.o.b.	
	1.12.44	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 5/7·5 (½) 6/- f.o.b.	
40	2.12.44	Sydney	(unchanged)	Market closed.		

Exhibits " D "	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.			
	s.	d.	s.	d.	Sales.	Closing Quotes.		
				s.	d.	s.	d.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	4.12.44	Sydney	(unchanged)			<i>State</i> Australian bulk bagged	Dec./Jan. 5/7·5 (½) 6/- f.o.b.	
	5.12.44	Sydney	(unchanged)			Australian bulk bagged	Dec./Jan. 5/7·5 (½) 6/- f.o.b.	10
	6.12.44	Sydney	(unchanged)			Australian bulk bagged	Dec./Jan. 5/7·5 (½) 6/- f.o.b.	
	7.12.44	Sydney	(unchanged)			Australian bulk bagged	Dec./Jan. 5/7·5 (½) 6/- f.o.b.	20
	8.12.44	Sydney	(unchanged)			Australian bulk bagged	Dec./Jan. 5/7·5 (½) 6/- f.o.b.	
	9.12.44	Sydney	(unchanged)			Market closed.		
	11.12.44	Sydney	(unchanged)			Australian bulk bagged	Dec./Jan. 5/7·5 (½) 6/- f.o.b.	30
	12.12.44	Sydney	(unchanged)			Australian bulk bagged	Dec./Jan. 5/7·5 (½) 6/- f.o.b.	
	13.12.44	Sydney	(unchanged)			Australian bulk bagged	Dec./Jan. 5/7·5 (½) 6/- f.o.b.	
	14.12.44	Sydney	(unchanged)			Australian bulk bagged	Dec./Jan. 5/7·5 (½) 6/- f.o.b.	40

		AUSTRALIA.		ENGLAND.		Exhibits " D " Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.-	Closing Quotes.	
				<i>State</i>	Dec./Jan.	
	15.12.44	Sydney	(unchanged)	Australian bulk bagged	5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
10	16.12.44	Sydney	(unchanged)	Market	closed.	
	18.12.44	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
	19.12.44	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
20	20.12.44	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
	21.12.44	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
	22.12.44	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
30	23.12.44	Sydney	(unchanged) Christmas Holidays intervened.	Market	closed.	
	27.12.44	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	
40	28.12.44	Sydney	(unchanged) (see 3.1.44 entry)	Australian bulk bagged	Dec./Jan. 5/7·5 ( $\frac{1}{2}$ ) 6/- f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.		Selling Centre—London Australian Wheat.	Closing Quotes.	
	Sales.		Closing Quotes.		Sales.				
	s.	d.	s.	d.	s.	d.			
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	29.12.44	Sydney	(unchanged)			<i>State</i> Australian bulk bagged	Dec./Jan. 5/7·5 (½) 6/- f.o.b.		
	30.12.44	Sydney	(unchanged)			Market closed (Saturday).			10
	2. 1.45	Sydney	Rates fixed by the Australian Wheat Board are :—						
			MILLERS' LOTS :						
			All prices for export on application to the Board. Values of all wheat for human consumption are based on prices of 3/11¼d. per bushel for bulk and 4/2¼d. for bagged, Sydney basis. (plus ¼d. per bushel commission) (crossed out in pencil) (error) (Written in pencil)						20
			FOR PRODUCE TRADE :						
			Prices of bulk wheat for stock feed are 3/3d. per bushel in 6,000 bushel lots, or 3/3¾d. per bushel in truck lots; prices of bagged lots 3d. higher. These prices are for wheat on trucks, Sydney.						
	3. 1.45	Sydney	(unchanged)			Australian bulk bagged	Jan./Feb. 5/7·5 (½) 6/- f.o.b.		30
	4. 1.45	Sydney	(unchanged)			Australian bulk bagged	Jan./Feb. 5/7·5 (½) 6/- f.o.b.		
	5. 1.45	Sydney	(unchanged)			Australian bulk bagged	Jan./Feb. 5/7·5 (½) 6/- f.o.b.		40

		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		" D "
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued:</i>
				s. d.	s. d.	
	6.	1.45	Sydney (unchanged)	<i>State</i>	Market closed.	
	8.	1.45	Sydney (unchanged)	Australian bulk and bagged	Unquoted	
10	9.	1.45	Sydney (unchanged)	Australian bulk and bagged	Unquoted	
	10.	1.45	Sydney (unchanged)	Australian bulk and bagged	Unquoted	
	11.	1.45	Sydney (unchanged)	Australian bulk and bagged	Unquoted	
	12.	1.45	Sydney (unchanged)	Australian bulk and bagged	Unquoted	
	13.	1.45	Sydney (unchanged)	Market closed.		
20	15.	1.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
	16.	1.45	Sydney Unchanged	Australian bulk and bagged	Unquoted.	
	17.	1.45	Sydney Unchanged	Australian bulk and bagged	Unquoted.	
	18.	1.45	Sydney Unchanged	Australian bulk and bagged	Unquoted.	
	19.	1.45	Sydney Unchanged	Australian bulk and bagged	Unquoted.	
	20.	1.45	Sydney Unchanged	Market closed.		
30	22.	1.45	Sydney Unchanged	Australian bulk and bagged	Unquoted.	
	23.	1.45	Sydney Unchanged	Australian bulk and bagged	Unquoted.	
	24.	1.45	Sydney Unchanged	Australian bulk and bagged	Unquoted.	
	25.	1.45	Sydney Unchanged	Australian bulk and bagged	Unquoted.	
	26.	1.45	Sydney Unchanged	Australian bulk and bagged	Unquoted.	

Exhibits " D "	AUSTRALIA.				ENGLAND.		
	Sales		Closing Quotes.		Selling Centre—London Australian Wheat.		
	s. d.		s. d.		Sales.	Closing Quotes.	
					s. d.	s. d.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	27.	1.45	Sydney	Unchanged	<i>State</i>	Market closed.	
	29.	1.45	Sydney	Unchanged (Holiday)	Australian bulk and bagged	Unquoted.	
	30.	1.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	10
	31.	1.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	
	1.	2.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	
	2.	2.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	
	3.	2.45	Sydney	Unchanged	Market	closed.	
	5.	2.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	20
	6.	2.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	
	7.	2.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	
	8.	2.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	
	9.	2.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	
	10.	2.45	Sydney	Unchanged	Market	closed.	
	12.	2.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	30
	13.	2.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	
	14.	2.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	
	15.	2.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	
	16.	2.45	Sydney	Unchanged	Australian bulk and bagged	Unquoted.	
	17.	2.45	Sydney	Unchanged	London Market	closed.	40

		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		" D "
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
				s. d.	s. d.	
				<i>State</i>		
	19.	2.45	Sydney Unchanged	Australian bulk and bagged	Unquoted.	
10	20.	2.45	Sydney Unchanged	Australian bulk and bagged	Unquoted.	
	21.	2.45	Sydney Unchanged	Australian bulk and bagged	Unquoted.	
	22.	2.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
	23.	2.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
	24.	2.45	Sydney Unchanged (see 2.1.45 entry)	Market closed.		
	26.	2.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
20	27.	2.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
	28.	2.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
	1.	3.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
	2.	3.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
	3.	3.45	Sydney Unchanged	Market closed.		
03	5.	3.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
	6.	3.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
	7.	3.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
	8.	3.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
	9.	3.45	Sydney Unchanged	Australian bulk and bagged	Unquoted	
40	10.	3.45	Sydney Unchanged	Market closed.		

Exhibits " D "	AUSTRALIA.				ENGLAND.				
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.				
	s.	d.	s.	d.	Sales.	Closing Quotes.			
					s.	d.			
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>					<i>State</i>				
	12.	3.45	Sydney	Unchanged (see 2.1.45 entry)	Australian bulk and bagged		Unquoted		
	13.	3.45	Sydney	Unchanged	Australian bulk and bagged		Unquoted	10	
	14.	3.45	Sydney	Unchanged	Australian bulk and bagged		Unquoted		
	15.	3.45	Sydney	Unchanged	Australian bulk and bagged		Unquoted		
	16.	3.45	Sydney	Unchanged	Australian bulk and bagged		Unquoted		
	17.	3.45	Sydney	Unchanged	Market closed.				
	19.	3.45	Sydney	Unchanged	Australian bulk and bagged		Unquoted	20	
	20.	3.45	Sydney	Unchanged	Australian bulk and bagged		Unquoted		
	21.	3.45	Sydney	Unchanged	Australian bulk and bagged		Unquoted		
	22.	3.45	Sydney	Unchanged	Australian bulk and bagged		Unquoted		
	23.	3.45	Sydney	Unchanged	Australian bulk and bagged		Unquoted		
	24.	3.45	Sydney	Unchanged	Market closed.				
	26.	3.45	Sydney	Unchanged (see 2.1.45 entry)	Australian bulk and bagged		Unquoted	30	
	27.	3.45	Sydney	Unchanged	Australian bulk and bagged		Unquoted		
	28.	3.45	Sydney	Unchanged	Australian bulk and bagged		Unquoted		
	29.	3.45	Sydney	Unchanged	Australian		Unquoted		
	30.	3.45	Sydney	Unchanged	Market closed (Good Friday)				
	31.	3.45	Sydney	Unchanged	Market closed.				
	2.	4.45	Sydney	Unchanged (Easter Monday)	Market closed (Easter Monday Holiday)				40



		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		"D"
		s. d.	s. d.	Sales.-	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
				s. d.	s. d.	
				<i>State</i>		
	3.	4.45	Sydney	Unchanged	Australian	Unquoted
	4.	4.45	Sydney	Unchanged	Australian	Unquoted
	5.	4.45	Sydney	Unchanged	Australian	Unquoted
10	6.	4.45	Sydney	Unchanged	Australian	Unquoted
	7.	4.45	Sydney	Unchanged	Market closed (Saturday)	
	9.	4.45	Sydney	Unchanged (see entry 2.1.45)	Australian	Unquoted
	10.	4.45	Sydney	Unchanged	Australian	Unquoted
	11.	4.45	Sydney	Unchanged	Australian	Unquoted
	12.	4.45	Sydney	Unchanged	Australian	Unquoted
	13.	4.45	Sydney	Unchanged	Australian	Unquoted
	14.	4.45	Sydney	Unchanged	Market closed.	
20	16.	4.45	Sydney	Unchanged	Australian	Unquoted
	17.	4.45	Sydney	Unchanged	Australian	Unquoted
	18.	4.45	Sydney	Unchanged	Australian	Unquoted
	19.	4.45	Sydney	Unchanged	Australian	Unquoted
	20.	4.45	Sydney	Unchanged	Australian	Unquoted
	21.	4.45	Sydney	Unchanged	Market closed.	
	23.	4.45	Sydney	Unchanged	Australian	Unquoted
	24.	4.45	Sydney	Unchanged (see entry 2.1.45)	Australian	Unquoted
	25.	4.45	Sydney	Unchanged	Australian	Unquoted
	26.	4.45	Sydney	Unchanged	Australian	Unquoted
30	27.	4.45	Sydney	Unchanged	Australian	Unquoted
	28.	4.45	Sydney	Unchanged	Market closed.	
	30.	4.45	Sydney	Unchanged	Australian	Unquoted
	1.	5.45	Sydney	Unchanged	Australian	Unquoted
	2.	5.45	Sydney	Unchanged	Australian	Unquoted
	3.	5.45	Sydney	Unchanged	Australian	Unquoted
	4.	5.45	Sydney	Unchanged	Australian	Unquoted

Exhibits " D "	AUSTRALIA.				ENGLAND.	
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.	
	s. d.		s. d.		Sales.	Closing Quotes.
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>						
	5. 5.45	Sydney	Unchanged			Market closed.
	7. 5.45	Sydney	Unchanged	Australian		Unquoted
	8. 5.45	Sydney	Unchanged			Market closed. (Victory Holiday)
	9. 5.45	Sydney	Unchanged (Victory Holiday) (VE)			Market closed. (Victory Holiday)
	10. 5.45	Sydney	Unchanged	Australian		Unquoted
	11. 5.45	Sydney	Unchanged	Australian		Unquoted
	12. 5.45	Sydney	Unchanged			Market closed.
	14. 5.45	Sydney	Unchanged	Australian		Unquoted
	15. 5.45	Sydney	Unchanged	Australian		Unquoted
	16. 5.45	Sydney	Unchanged	Australian		Unquoted
	17. 5.45	Sydney	Unchanged	Australian		Unquoted
	18. 5.45	Sydney	Unchanged	Australian		Unquoted
	19. 5.45	Sydney	Unchanged			Market closed.
	21. 5.45	Sydney	Unchanged			Market closed.
	22. 5.45	Sydney	Unchanged	Australian		Unquoted
	23. 5.45	Sydney	Unchanged	Australian		Unquoted
	24. 5.45	Sydney	Unchanged	Australian		Unquoted
	25. 5.45	Sydney	Unchanged	Australian		Unquoted
	26. 5.45	Sydney	Unchanged			Market closed.
	28. 5.45	Sydney	Unchanged	Australian		Unquoted
	29. 5.45	Sydney	Unchanged	Australian		Unquoted
	30. 5.45	Sydney	Unchanged	Australian		Unquoted
	31. 5.45	Sydney	Unchanged	Australian		Unquoted
	1. 6.45	Sydney	Unchanged	Australian		Unquoted
	2. 6.45	Sydney	Unchanged (see entry 2.1.45)			Market closed.
	4. 6.45	Sydney	Unchanged	Australian		Unquoted
	5. 6.45	Sydney	Unchanged	Australian		Unquoted
	6. 6.45	Sydney	Unchanged	Australian		Unquoted

AUSTRALIA.				ENGLAND.		Exhibits " D " Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946-- <i>continued.</i>
Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.		
s. d.		s. d.		Sales.	Closing Quotes.	
				<i>State</i>		
	7. 6.45	Sydney	Unchanged	Australian	Unquoted	
	8. 6.45	Sydney	Unchanged	Australian	Unquoted	
	9. 6.45	Sydney	Unchanged	Market closed.		
10	11. 6.45	Sydney	Unchanged	Australian	Unquoted	
	12. 6.45	Sydney	Unchanged	Australian	Unquoted	
	13. 6.45	Sydney	Unchanged	Australian	Unquoted	
	14. 6.45	Sydney	Unchanged	Australian	Unquoted	
	15. 6.45	Sydney	Unchanged	Australian	Unquoted	
	16. 6.45	Sydney	Unchanged	Market closed.		
	18. 6.45	Sydney	Unchanged (Holiday)	Australian	Unquoted	
	19. 6.45	Sydney	Unchanged	Australian	Unquoted	
	20. 6.45	Sydney	Unchanged	Australian	Unquoted	
	21. 6.45	Sydney	Unchanged	Australian	Unquoted	
20	22. 6.45	Sydney	Unchanged (see entry 2.1.45)	Australian	Unquoted	
	23. 6.45	Sydney	Unchanged	Market closed.		
	25. 6.45	Sydney	Unchanged	Australian	Unquoted	
	26. 6.45	Sydney	Unchanged	Australian	Unquoted	
	27. 6.45	Sydney	Unchanged	Australian	Unquoted	
	28. 6.45	Sydney	Unchanged	Australian	Unquoted	
	29. 6.45	Sydney	Unchanged	Australian	Unquoted	
	30. 6.45	Sydney	Unchanged	Market closed.		
	2. 7.45	Sydney	Unchanged	Australian	Unquoted	
30	3. 7.45	Sydney	Unchanged	Australian	Unquoted	
	4. 7.45	Sydney	Unchanged	Australian	Unquoted	
	5. 7.45	Sydney	Unchanged	Australian	Unquoted	
	6. 7.45	Sydney	Unchanged	Australian	Unquoted	
	7. 7.45	Sydney	Unchanged	Market closed.		
	9. 7.45	Sydney	Unchanged	Australian	Unquoted	
	10. 7.45	Sydney	Unchanged	Australian	Unquoted	
	11. 7.45	Sydney	Unchanged	Australian	Unquoted	

Exhibits " D "	AUSTRALIA.				ENGLAND.	
	Sales		Closing Quotes.		Selling Centre—London Australian Wheat.	
	s. d.		s. d.		Sales.	Closing Quotes.
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>						
				<i>State</i>		
	12. 7.45	Sydney	Unchanged	Australian	Unquoted	
	13. 7.45	Sydney	Unchanged	Australian	Unquoted	
	14. 7.45	Sydney	Unchanged	Market closed.		
	16. 7.45	Sydney	Unchanged	Australian	Unquoted	10
	17. 7.45	Sydney	Unchanged	Australian	Unquoted	
	18. 7.45	Sydney	Unchanged	Australian	Unquoted	
	19. 7.45	Sydney	Unchanged	Australian	Unquoted	
	20. 7.45	Sydney	Unchanged	Australian	Unquoted	
	21. 7.45	Sydney	Unchanged	Market closed.		
	23. 7.45	Sydney	Unchanged	Australian	Unquoted	
	24. 7.45	Sydney	Unchanged	Australian	Unquoted	
	25. 7.45	Sydney	Unchanged	Australian	Unquoted	
	26. 7.45	Sydney	Unchanged	Australian	Unquoted	
	27. 7.45	Sydney	Unchanged	Australian	Unquoted	20
	28. 7.45	Sydney	Unchanged	Market closed.		
	30. 7.45	Sydney	Unchanged (see entry 2.1.45)	Australian	Unquoted	
	31. 7.45	Sydney	Unchanged	Australian	Unquoted	
	1. 8.45	Sydney	Unchanged	Australian	Unquoted	
	2. 8.45	Sydney	Unchanged	Australian	Unquoted	
	3. 8.45	Sydney	Unchanged	Australian	Unquoted	
	4. 8.45	Sydney	Unchanged	Market closed.		
	6. 8.45	Sydney	Unchanged	Market closed (Bank Holiday).		
	7. 8.45	Sydney	Unchanged	Australian	Unquoted	30
	8. 8.45	Sydney	Unchanged	Australian	Unquoted	
	9. 8.45	Sydney	Unchanged	Australian	Unquoted	
	10. 8.45	Sydney	Unchanged	Australian	Unquoted	
	11. 8.45	Sydney	Unchanged	Market closed.		
	13. 8.45	Sydney	Unchanged	Australian	Unquoted	
	14. 8.45	Sydney	Unchanged	Australian	Unquoted	
	15. 8.45	Sydney	Unchanged (Holiday) (VP Day)	Market closed (VP Holiday)		

		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		" D "
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
				<i>State</i>		
	16.	8.45	Sydney	Unchanged (Holiday) (VP Day)	Market closed (VP Holiday)	
	17.	8.45	Sydney	Unchanged	Australian	Unquoted
10	18.	8.45	Sydney	Unchanged (see entry 2.1.45)	Market Closed (Saturday)	
	20.	8.45	Sydney	Unchanged	Australian	Unquoted
	21.	8.45	Sydney	Unchanged	Australian	Unquoted
	22.	8.45	Sydney	Unchanged	Australian	Unquoted
	23.	8.45	Sydney	Unchanged	Australian	Unquoted
	24.	8.45	Sydney	Unchanged	Australian	Unquoted
	25.	8.45	Sydney	Unchanged	Market closed (Saturday).	
	27.	8.45	Sydney	Unchanged	Australian	Unquoted
	28.	8.45	Sydney	Unchanged	Australian	Unquoted
20	29.	8.45	Sydney	Unchanged	Australian	Unquoted (Pending a decision by the Canadian Cabinet Committee on a new basis for export, all wheat quotations have been withdrawn in London.)
	30.	8.45	Sydney	Unchanged	Market closed (see above).	
	31.	8.45	Sydney	Unchanged	Market closed „	
	1.	9.45	Sydney	Unchanged	Market closed (Saturday)	
	3.	9.45	Sydney	Unchanged	Australian	Unquoted
30	4.	9.45	Sydney	Unchanged	Australian	Unquoted
	5.	9.45	Sydney	Unchanged	Australian	Unquoted
	6.	9.45	Sydney	Unchanged	Australian	Unquoted
	7.	9.45	Sydney	Unchanged (see entry 2.1.45)	Australian	Unquoted
	8.	9.45	Sydney	Unchanged	Market closed (Saturday).	
	10.	9.45	Sydney	Unchanged	Australian	Unquoted
	11.	9.45	Sydney	Unchanged	Australian	Unquoted
	12.	9.45	Sydney	Unchanged	Australian	Unquoted
	13.	9.45	Sydney	Unchanged	Australian	Unquoted

Exhibits " D "	AUSTRALIA.				ENGLAND.	
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.	
	s. d.		s. d.		Sales. s. d.	Closing Quotes. s. d.
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>					<i>State</i>	
	14. 9.45	Sydney	Unchanged		Australian	Unquoted
	15. 9.45	Sydney	Unchanged		Market closed (Saturday).	
	17. 9.45	Sydney	Unchanged		Australian	Unquoted
	18. 9.45	Sydney	Unchanged		Australian	Unquoted
	19. 9.45	Sydney	Unchanged		Australian	Unquoted
	20. 9.45	Sydney	Unchanged		Australian	Unquoted
	21. 9.45	Sydney	Unchanged		Australian	Unquoted
	22. 9.45	Sydney	Unchanged		Market closed (Saturday).	
	24. 9.45	Sydney	Unchanged		Australian	Unquoted
	25. 9.45	Sydney	Unchanged		Australian	Unquoted
	26. 9.45	Sydney	Unchanged (see entry 2.1.45)		Australian	Unquoted
	27. 9.45	Sydney	Unchanged		Australian	Unquoted
	28. 9.45	Sydney	Unchanged		Australian	Unquoted
	29. 9.45	Sydney	Unchanged		Market closed (Saturday).	
	1.10.45	Sydney	Unchanged (6 Hr. Day Holiday)		Australian	Unquoted
	2.10.45	Sydney	Unchanged		Australian	Unquoted
	3.10.45	Sydney	Unchanged		Australian	Unquoted
	4.10.45	Sydney	Unchanged		Australian	Unquoted
	5.10.45	Sydney	Unchanged		Australian	Unquoted
	6.10.45	Sydney	Unchanged		Market closed (Saturday).	
	8.10.45	Sydney	Unchanged		Australian	Unquoted
	9.10.45	Sydney	Unchanged		Australian	Unquoted
	10.10.45	Sydney	Unchanged		Australian	Unquoted
	11.10.45	Sydney	Unchanged		Australian	Unquoted
	12.10.45	Sydney	Unchanged		Australian	Unquoted
	13.10.45	Sydney	Unchanged		Market closed (Saturday).	
	15.10.45	Sydney	Unchanged		Australian	Unquoted
	16.10.45	Sydney	Unchanged (see entry 2.1.45)		Australian	Unquoted
	17.10.45	Sydney	Unchanged		Australian	Unquoted

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		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		“ D ”
		Sales.	Closing Quotes.	Sales.-	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
				<i>State</i>		
	18.10.45	Sydney	Unchanged	Australian	Unquoted	
	19.10.45	Sydney	Unchanged	Australian	Unquoted	
	20.10.45	Sydney	Unchanged	Market closed.		
10	22.10.45	Sydney	Unchanged	Australian	7/4·5 ( $\frac{1}{2}$ ) f.o.b. old crop Oct./Nov. quoted Reported small business to East Africa	
	23.10.45	Sydney	Unchanged	Australian	7/4·5 ( $\frac{1}{2}$ ) old crop Oct./Nov. f.o.b.	
	24.10.45	Sydney	Unchanged	Australian	7/4·5 ( $\frac{1}{2}$ ) old crop Oct./Nov. f.o.b.	
	25.10.45	Sydney	Unchanged	Australian	7/4·5 ( $\frac{1}{2}$ ) old crop Oct./Nov. f.o.b.	
20	26.10.45	Sydney	Unchanged	Australian	7/4·5 ( $\frac{1}{2}$ ) old crop Oct./Nov. f.o.b.	
	27.10.45	Sydney	Unchanged	Market closed (Saturday)		
	29.10.45	Sydney	Unchanged	Australian	7/4·5 ( $\frac{1}{2}$ ) old crop Oct./Nov. f.o.b.	
	30.10.45	Sydney	Unchanged	Australian	7/4·5 ( $\frac{1}{2}$ ) old crop Oct./Nov. f.o.b.	
	31.10.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ ) old or new crop Oct./Nov. f.o.b.	
30	1.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ ) old or new crop Nov./Dec. f.o.b.	
	2.11.45	Sydney	Unchanged (see entry 2.1.45)	Australian	7/7·5 ( $\frac{1}{2}$ ) old or new crop Nov./Dec. f.o.b.	
	3.11.45	Sydney	Unchanged	Market closed.		
	5.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ ) old or new crop Nov./Dec. f.o.b.	

NOTE: Mr. Thomas, of Reuters, Ltd., sent a cable to London 2/11/45, regarding the Australian quotation for old and new crop wheat (Oct./Nov. & Nov./Dec.). A reply has been received as follows:—“ Australian wheat  
40 “ officially confirmed old and new crops in bulk now offering, but recently  
“ business has been confined to South Africa and East Africa.”

Mr. Jolly (Division of Marketing and Agric. Ecs) was advised of this and he stated that these quotations may now be included in the “ Official Daily Quotes ” and “ Weekly Marketing Notes.”

	6.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ ) old or new crop Nov./Dec. f.o.b.
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## Exhibits

" D "

Columns 1  
and 5 only  
of Reuter's  
Wheat  
Quotations  
from 3rd  
January  
1944 to  
31st  
December  
1946—  
*continued.*

		AUSTRALIA.		ENGLAND.	
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.	
		s. d.	s. d.	Sales.	Closing Quotes.
				s. d.	s. d.
				<i>State</i>	
7.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ )	
			old or new crop	Nov./Dec. f.o.b.	
8.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ )	
			old and new crop	Nov./Dec. f.o.b.	10
9.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ )	
			old and new crop	Nov./Dec. f.o.b.	
10.11.45	Sydney	Unchanged	Market closed (Saturday)		
12.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ )	
			old and new crop	Nov./Dec. f.o.b.	
13.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ )	
			old and new crop	Nov./Dec. f.o.b.	
14.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ )	
			old and new crop	Nov./Dec. f.o.b.	
15.11.45	Sydney	Unchanged (see entry 2.1.45)	Australian	7/7·5 ( $\frac{1}{2}$ )	20
			old and new crop	Nov./Dec. f.o.b.	
16.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ )	
			old and new crop	Nov/Dec. f.o.b.	
17.11.45	Sydney	Unchanged	Market closed.		
19.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ )	
			old and new crop	Nov./Dec. f.o.b.	
20.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ )	30
			old and new crop	Nov./Dec. f.o.b.	
21.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ )	
			old and new crop	Nov./Dec. f.o.b.	
22.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ )	
			old and new crop	Nov./Dec. f.o.b.	
23.11.45	Sydney	Unchanged (see entry 2.1.45)	Australian	7/7·5 ( $\frac{1}{2}$ )	40
			old and new crop	Nov./Dec. f.o.b.	
24.11.45	Sydney	Unchanged	Market closed.		
26.11.45	Sydney	Unchanged	Australian	7/7·5 ( $\frac{1}{2}$ )	
			old and new crop	Nov./Dec. f.o.b.	



		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		“ D ”
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter’s Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
				s. d.	s. d.	
	27.11.45	Sydney	Unchanged	<i>State</i> Australian old and new crop	7/7·5 ( $\frac{1}{2}$ ) Nov./Dec. f.o.b.	
10	28.11.45	Sydney		Australian old and new crop	7/7·5 ( $\frac{1}{2}$ ) Nov./Dec. f.o.b.	
NEW SOUTH WALES WHEAT :						
Rates fixed by the Australian Wheat Board are:—						
Millers’ lots :						
20	All prices for export on application to the Board. Values of all wheat for human consumption are based on prices of 3/11 $\frac{1}{4}$ d. per bushel for bulk and 4/2 $\frac{1}{4}$ d. for bagged, Sydney basis. For produce trade rates have been altered as from 28th November, 1945, and are :—					
	Bulk wheat for stock feed 4/2 $\frac{1}{4}$ d. per bushel in 6,000 bushel lots, or 4/3d. per bushel in truck lots ; prices of bagged lots 3d. higher.					
30	These rates are minimum and maximum for wheat at silo or stack or at buyers’ nearest station if railed, provided rail freight does not exceed 6d. per bushel ; any excess over 6d. is payable by buyers.					
	29.11.45	Sydney	Altered (see new Australian quotations as old and new crop from 28.11.45) (inserted in page 5 for “ Daily Official Quotations ” on 29.11.45)	Australian old and new crop	7/7·5 ( $\frac{1}{2}$ ) Nov./Dec. f.o.b.	
	30.11.45	Sydney	(see new quotations as from 28.11.45)	Australian old and new crop	7/7·5 ( $\frac{1}{2}$ ) Nov./Dec. f.o.b.	
40	1.12.45	Sydney	Unchanged as from 28.11.45	Market closed (Saturday)		
	3.12.45	Sydney	Unchanged as from 28.11.45	Australian old and new crop	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.	
	Sales	Closing Quotes.	Selling Centre—London Australian Wheat.		Sales.	Closing Quotes.
			s. d.	s. d.		
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	4.12.45	Sydney	Unchanged as from 28.11.45	<i>State</i> Australian old and new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	5.12.45	Sydney	Unchanged as from 28.11.45	Australian old and new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	10
	6.12.45	Sydney	Unchanged as from 28.11.45	Australian old and new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	7.12.45	Sydney	Rates fixed by the Australian Wheat Board are :— Millers' lots : All prices for export on application to the Board. Values of all wheat for human consumption are based on prices of 3/11 $\frac{1}{4}$ d. per bushel for bulk and 4/2 $\frac{1}{4}$ d. for bagged, Sydney basis. For the produce trade rates have been altered as from 28th November, 1945, and are :— Bulk Wheat for stock feed 4/2 $\frac{1}{4}$ d. per bushel in 6,000 bushel lots or 4/3d. per bushel in truck lots ; prices of bagged lots 3d. higher. These rates are minimum and maximum for wheat at silo or stack or at buyers' nearest station if railed, provided rail freight does not exceed 6d. per bushel ; any excess over 6d. in the freight rate from Sydney to destination is payable by buyers. (Alteration has been made in the last paragraph since 28/11/45).	Australian old and new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	20
						30
						40

		AUSTRALIA.		ENGLAND.		Exhibits " D " Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
				<i>State</i>		
	8.12.45	Sydney	(see note opposite date 7.12.45)	Market closed (Saturday).		
10	10.12.45	Sydney Unchanged	(see 7.12.45)	Australian old and new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	11.12.45	Sydney Unchanged	(see 7.12.45)	Australian old and new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	12.12.45	Sydney Unchanged	(see 7.12.45)	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	13.12.45	Sydney Unchanged	(see 7.12.45)	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
20	14.12.45	Sydney Unchanged	(see 7.12.45)	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	15.12.45	Sydney Unchanged	(see 7.12.45)	Market closed (Saturday).		
	17.12.45	Sydney Unchanged	(see 7.12.45)	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
30	18.12.45	Sydney Unchanged	(see 7.12.45)	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	19.12.45	Sydney Unchanged	(see 7.12.45)	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	20.12.45	Sydney Unchanged	(see 7.12.45)	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	21.12.45	Sydney Unchanged	(see 7.12.45)	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
40	22.12.45	Sydney Unchanged	(see entry 7.12.45)	Market closed (Saturday).		

Exhibits " D "	AUSTRALIA.				ENGLAND.	
	Sales.	Closing Quotes.		Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>				<i>State</i>		
	24.12.45	Sydney (see entry 7.12.45) Unchanged		Market closed (Holiday).		
	25.12.45	Holiday (Christmas Day)		Market closed (Holidays)		
	26.12.45	„ (Boxing Day)		Christmas Day and Boxing Day . 10		
	27.12.45	Sydney (see entry 7.12.45) Unchanged	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.		
	28.12.45	Sydney (see entry 7.12.45) Unchanged	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.		
	29.12.45	Sydney (see entry 7.12.45) Unchanged (Holiday)		Market closed (Saturday).		
	31.12.45	Sydney (see entry 7.12.45) Unchanged	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	20	
	2. 1.46	Sydney (As from 7th December, 1945— see entry previous file) No. 16. Rates fixed by the Australian Wheat Board are :— Miller's lots :	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.		
		All prices for export on application to the Board. Values of all wheat for human consumption are based on prices of 3/11 $\frac{1}{4}$ d. per bushel for bulk and 4/2 $\frac{1}{4}$ d. for bagged, Sydney basis. For the produce trade : Bulk wheat for stock feed 4/2 $\frac{1}{4}$ d. per bushel in 6,000 bushel lots, or 4/3d. per bushel in truck lots ; prices of bagged lots 3d. higher.			30	
		These rates are minimum and maximum for wheat at silo or stack or at buyers' nearest station if railed, provided rail freight does not exceed 6d. per bushel ; any excess over 6d. in the freight rate from Sydney to destination is payable by buyers.			40	

		AUSTRALIA.		ENGLAND.		Exhibits	
				Selling Centre—London Australian Wheat.		" D "	
		Sales.	Closing Quotes.	Sales.-	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	
		s. d.	s. d.	s. d.	s. d.		
	3.	1.46	Sydney	Unchanged (see above)	<i>State</i> Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.	
10	4.	1.46	Sydney	Unchanged (see above)	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.	
	5.	1.46	Sydney	Unchanged (see above)	Market closed (Saturday).		
	7.	1.46	Sydney	Unchanged (see above)	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.	
20	8.	1.46	Sydney	As from 7th January, 1946. Rates fixed by the Australian Wheat Board are :—  Millers' lots :	Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.	
30	<p>All prices for export on application to the Board. Values of all wheats for local bread-making are 3/11<math>\frac{1}{4}</math>d. per bushel, but, as from 7th January, 1946, the prices for breakfast foods and other lines not subject to Flour Tax, are 4/11d. per bushel for bulk and 5/2d. for bagged, Sydney basis. For the produce trade :</p> <p>Bulk wheat for stock feed—4/2<math>\frac{1}{4}</math>d. per bushel in 6,000 bushel lots, or 4/3d. per bushel in truck lots ; prices of bagged lots 3d. higher.</p> <p>These rates are minimum and maximum for wheat at silo or stack or at buyers' nearest station if railed, provided rail freight does not exceed 6d. per bushel ; and excess over 6d. in the freight rate from Sydney to destination is payable by buyers.</p>						
40							

Exhibits " D "	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.			
	s.	d.	s.	d.	Sales.	Closing Quotes.		
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	9.	1.46	Sydney	Unchanged (see entry 8.1.46)				
					<i>State</i> Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.		
	10.	1.46	Sydney	Unchanged (see entry 8.1.46)				10
					Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.		
	11.	1.46	Sydney	Unchanged (see entry 8.1.46)				
					Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.		
	12.	1.46	Sydney	Unchanged (see entry 8.1.46)				
						Market closed (Saturday).		
	14.	1.46	Sydney	Unchanged (see entry 8.1.46)				
					Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.		20
	15.	1.46	Sydney	Unchanged (see entry 8.1.46)				
					Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.		
	16.	1.46	Sydney	Unchanged (see entry 8.1.46)				
					Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.		
	17.	1.46	Sydney	Unchanged (see entry 8.1.46)				
					Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.		
	18.	1.46	Sydney	Unchanged (see entry 8.1.46)				
					Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.		30
	19.	1.46	Sydney	Unchanged (see entry 8.1.46)				
						Market closed (Saturday).		
	21.	1.46	Sydney	Unchanged (see entry 8.1.46)				
					Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.		
	22.	1.46	Sydney	Unchanged (see entry 8.1.46)				
				Australian new crop bulk	7/7·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.		40	
23.	1.46	Sydney	Unchanged (see entry 8.1.46)					
				Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ )* Jan./Feb. f.o.b.			

\*(firmer, quiet)  
London values for Australian  
wheat are higher and the market  
was quiet at closing.

		AUSTRALIA.		ENGLAND.		Exhibits	
				Selling Centre—London Australian Wheat.		" D "	
		Sales.	Closing Quotes.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	
		s. d.	s. d.	s. d.	s. d.		
	24.	1.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.	
10	25.	1.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Jan./Feb. f.o.b.	
	26.	1.46	Sydney	Unchanged (see entry 8.1.46)	Market Closed (Saturday).		
	28.	1.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	
	29.	1.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	
20	30.	1.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	
	31.	1.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	
	1.	2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	
30	2.	2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	
	4.	2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	
	5.	2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	
40	6.	2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	
	7.	2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.	
	Sales		Closing Quotes.		Selling Centre—London Australian Wheat.	
	s. d.		s. d.		Sales.	Closing Quotes.
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>						
				<i>State</i>		
	8. 2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	
	9. 2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	10
	11. 2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	7/10·5 ( $\frac{1}{2}$ ) Feb./March f.o.b.	
	12. 2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
				Firmer U.K. demand, quiet market.		20
	13. 2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
	14. 2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
	15. 2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
	16. 2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ): Feb./March f.o.b.	30
	18. 2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
	19. 2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
	20. 2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	40



		AUSTRALIA.		ENGLAND.		Exhibits	
				Selling Centre—London		" D "	
				Australian Wheat.		Columns 1	
		Sales.	Closing Quotes.	Sales.	Closing Quotes.	and 5 only	
		s. d.	s. d.	s. d.	s. d.	of Reuter's	
						Wheat	
						Quotations	
						from 3rd	
						January	
						1944 to	
						31st	
						December	
						1946—	
						<i>continued.</i>	
	21.	2.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
10	22.	2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
	23.	2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
	25.	2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
20	26.	2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
	27.	2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
	28.	2.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Feb./March f.o.b.	
	1.	3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
30	2.	3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
	4.	3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
	5.	3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
40	6.	3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	

Exhibits "D" Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.			
	s. d.		s. d.		Sales.		Closing Quotes.	
	s. d.		s. d.		s. d.		s. d.	
				<i>State</i>				
	7. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.			
	8. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.			10
	9. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.			
	11. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.			
	12. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.			20
	13. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.			
	14. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.			
	15. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.			30
	16. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.			
	18. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.			
	19. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.			
	20. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.			40

		AUSTRALIA.		ENGLAND.		Exhibits "D" Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		Sales. s. d.	Closing Quotes. s. d.	Selling Centre London Australian Wheat.		
				Sales.- s. d.	Closing Quotes. s. d.	
10	21. 3.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
	22. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
	23. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
	25. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
	26. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
	27. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
	28. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
	29. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
	30. 3.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) Mar./April f.o.b.	
	1. 4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
40	2. 4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	3. 4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.		
	Sales.		Closing Quotes.		Selling Centre London Australian Wheat.		
	s.	d.	s.	d.	Sales.	Closing Quotes.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>							
					<i>State</i>		
	4.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	10
	5.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	6.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	8.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	9.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	20
	10.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8 0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	11.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	12.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	30
	13.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	15.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	16.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	17.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	40

		AUSTRALIA.		ENGLAND.		Exhibits	
				Selling Centre—London Australian Wheat.		" D "	
		Sales.	Closing Quotes.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	
		s. d.	s. d.	s. d.	s. d.		
	18.	4.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
10	19.	4.46	Market closed	(Good Friday)	Market closed	(Good Friday).	
	20.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	22.	4.46	Sydney	Market closed (Easter Monday)	Market closed (Easter Monday)		
	23.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
20	24.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	25.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	26.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	27.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
30	29.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	30.	4.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) April/May f.o.b.	
	1.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.	
40	2.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.				
	Sales		Closing Quotes.		Selling Centre—London Australian Wheat.				
	s.	d.	s.	d.	Sales.	Closing Quotes.			
					s.	d.			
					<i>State</i>				
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	3.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.		
	4.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.	10	
	6.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.		
	7.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.		
	8.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		80/75 ( $\frac{3}{4}$ ) May/June f.o.b.	20	
	9.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.		
	10.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.		
	11.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.	30	
	13.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.		
	14.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.		
	15.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.		
	16.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.	40	

		AUSTRALIA.		ENGLAND.		Exhibits " D " Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
		Sales.	Closing Quotes.	Sales.	Closing Quotes.	
		s. d.	s. d.	s. d.	s. d.	
	17.	5.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.
10	18.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.
	20.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.
	21.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.
20	22.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.
	23.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.
	24.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.
30	25.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.
	27.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.
	28.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.
	29.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.
40	30.	5.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.

Exhibits " D "	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.			
	s.	d.	s.	d.	Sales.	Closing Quotes.		
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	31.	5.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) May/June f.o.b.		
	1.	6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	10	
	3.	6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.		
	4.	6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.		
	5.	6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	20	
	6.	6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.		
	7.	6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.		
	8.	6.46	Sydney	Unchanged (see entry 8.1.46)	Market closed	(Victory Day Holiday)		
	10.	6.46	Sydney	Unchanged (see entry 8.1.46)	Market closed	"	30	
	11.	6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.		
	12.	6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.		
	13.	6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	40	
	14.	6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.		



		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		" D "
		Sales.	Closing Quotes.	Sales.-	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
	15. 6.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	
10	17. 6.46	Sydney	Unchanged (see entry 8.1.46) (Holiday) (King's Birthday)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	
	18. 6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	
	19. 6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	
20	20. 6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	
	21. 6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	
	22. 6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	
	24. 6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	
30	25. 6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	
	26. 6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	
	27. 6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	
40	28. 6.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) June/July f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.		Closing Quotes.	
	s.	d.	s.	d.	s.	d.	s.	d.
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	29.	6.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) June/July f.o.b.		
	1.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) July/August f.o.b.	10	
	2.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) July/August f.o.b.		
	3.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) July/August f.o.b.		
	4.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) July/August f.o.b.	20	
	5.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) July/August f.o.b.		
	6.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) July/August f.o.b.		
	8.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) July/August f.o.b.	30	
	9.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) July/August f.o.b.		
	10.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) July/August f.o.b.		
	11.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) July/August f.o.b.	40	
	12.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0·75 ( $\frac{3}{4}$ ) July/August f.o.b.		

		AUSTRALIA.		ENGLAND.		Exhibits
		Sales	Closing Quotes.	Selling Centre—London Australian Wheat.		" D "
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
				s. d.	s. d.	
	13.	7.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) July/August f.o.b.
10	15.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) July/August f.o.b.
	16.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) July/August f.o.b.
	17.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) July/August f.o.b.
20	18.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) July/August f.o.b.
	19.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) July/August f.o.b.
	20.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/0.75 ( $\frac{3}{4}$ ) July/August f.o.b.
30	22.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10.5 ( $\frac{1}{2}$ ) July/August f.o.b. (an advance of 9d $\frac{3}{4}$ . per bushel).
	23.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10.5 ( $\frac{1}{2}$ ) July/August f.o.b.
	24.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10.5 ( $\frac{1}{2}$ ) July/August f.o.b.
40	25.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10.5 ( $\frac{1}{2}$ ) July/August f.o.b.
	26.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10.5 ( $\frac{1}{2}$ ) July/August f.o.b.

Exhibits " D "	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.		Closing Quotes.	
	s.	d.	s.	d.	s.	d.	s.	d.
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	27.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) July/August f.o.b.		
	29.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) July/August f.o.b.	10	
	30.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) July/August f.o.b.		
	31.	7.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) July/August f.o.b.		
	1.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.	20	
	2.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.		
	3.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.		
	5.	8.46	Sydney	Unchanged (Bank Holiday) (see entry 8.1.46)		Market closed (Bank Holiday)		
	6.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.	30	
	7.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.		
	8.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.		
	9.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.	40	

		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		" D "
		Sales.	Closing Quotes.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
	10.	8.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.
10	12.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.
	13.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.
	14.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.
20	15.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.
	16.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.
	17.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.
	19.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.
30	20.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.
	21.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.
	22.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.
40	23.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.

Exhibits " D "	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.			
	s.	d.	s.	d.	Sales.-	Closing Quotes.		
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>					s.	d.		
	24.	8.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk		8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.	
	26.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.	10
	27.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.	
	28.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.	
	29.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.	20
	30.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.	
	31.	8.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/10·5 ( $\frac{1}{2}$ ) August/Sept. f.o.b.	
	2.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	30
	3.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	
	4.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	
	5.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	
	6.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk		8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	40

		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		" D "
		Sales.	Closing Quotes.	Sales.-	Closing Quotes.	Column. 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
	7. 9.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	8/10·5 (½) Sept./Oct. f.o.b.	
10	9. 9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 (½) Sept./Oct. f.o.b.	
	10. 9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 (½) Sept./Oct. f.o.b.	
	11. 9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 (½) Sept./Oct. f.o.b.	
20	12. 9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 (½) Sept./Oct. f.o.b.	
	13. 9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 (½) Sept./Oct. f.o.b.	
	14. 9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 (½) Sept./Oct. f.o.b.	
30	16. 9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 (½) Sept./Oct. f.o.b.	
	17. 9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 (½) Sept./Oct. f.o.b.	
	18. 9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 (½) Sept./Oct. f.o.b.	
40	19. 9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 (½) Sept./Oct. f.o.b.	
	20. 9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 (½) Sept./Oct. f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.		
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.		
	s.	d.	s.	d.	Sales.	Closing Quotes.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	21.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	
	23.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	10
	24.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	
	25.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	
	26.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	20
	27.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	
	28.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	
	30.	9.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Sept./Oct. f.o.b.	30
	1.10.46		Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Oct./Nov. f.o.b.	
	2.10.46		Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Oct./Nov. f.o.b.	
	3.10.46		Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Oct./Nov. f.o.b.	
	4.10.46		Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Oct./Nov. f.o.b.	40



		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		" D "
		Sales	Closing Quotes.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
	5.10.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Oct./Nov. f.o.b.	
10	7.10.46	Sydney	Unchanged (Holiday—6 Hour day)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Oct./Nov. f.o.b.	
	8.10.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Oct./Nov. f.o.b.	
	9.10.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Oct./Nov. f.o.b.	
20	10.10.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Oct./Nov. f.o.b.	
	11.10.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Oct./Nov. f.o.b.	
	12.10.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	8/10·5 ( $\frac{1}{2}$ ) Oct./Nov. f.o.b.	
30	14.10.46	Sydney	Unchanged (see entry 8.1.46)	Australian* new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) *Firmer f.o.b.	
	15.10.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	
	16.10.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	
40	17.10.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.		
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.		
	s. d.		s. d.		Sales. s. d.	Closing Quotes. s. d.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	18.10.46	Sydney	Unchanged (see entry 8.1.46)		<i>State</i> Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	10
	19.10.46	Sydney	Unchanged (see entry 8.1.46)		Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	
	21.10.46	Sydney	Unchanged (see entry 8.1.46)		Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	
	22.10.46	Sydney	Unchanged (see entry 8.1.46)		Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	20
	23.10.46	Sydney	Unchanged (see entry 8.1.46)		Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	
	24.10.46	Sydney	Unchanged (see entry 8.1.46)		Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	
	25.10.46	Sydney	Unchanged (see entry 8.1.46)		Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	30
	26.10.46	Sydney	Unchanged (see entry 8.1.46)		Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	
	28.10.46	Sydney	Unchanged (see entry 8.1.46)		Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	
	29.10.46	Sydney	Unchanged (see entry 8.1.46)		Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	40

		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		" D "
		Sales.	Closing Quotes.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
	30.10.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	
10	31.10.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Oct./Nov. (nominal) f.o.b.	
	1.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
20	2.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	4.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	5.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
30	6.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	7.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
40	8.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	

Exhibits " D "	AUSTRALIA.			ENGLAND.		
	Sales.	Closing Quotes.		Selling Centre—London Australian Wheat.		
				Sales.	Closing Quotes.	
s. d.	s. d.		s. d.	s. d.		
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	9.11.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	10
	11.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	12.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	13.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	14.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	20
	15.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	16.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	30
	18.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	19.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	

		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		" D "
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
				s. d.	s. d.	
10	20.11.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	21.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	22.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
20	23.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	25.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	26.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
30	27.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	9/8·25 ( $\frac{1}{4}$ ) Nov./Dec. (nominal) f.o.b.	
	28.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. (quoted) f.o.b.	
40	29.11.46	Sydney	Unchanged (see entry 8.1.46)	Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.		
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.		
	s. d.	s. d.	s. d.	s. d.	Sales.	Closing Quotes.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>	30.11.46	Sydney	Unchanged (see entry 8.1.46)	<i>State</i> Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.		
	2.12.46	New SOUTH WALES WHEAT Sydney—2.12.46. Rates fixed by the Australian Wheat Board are :—	Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.		10	
		MILLERS' LOTS :					
		All prices for export on application to the Board. Values of all wheats for local breadmaking are 3/11 $\frac{1}{4}$ d. per bushel net weight; the prices for breakfast foods and other lines not subject to Flour Tax are 4/11d. per bushel Sydney bulk basis. If wheat is supplied in bags, the additional cost of bags is 13/- per dozen.					20
		FOR THE PRODUCE TRADE :					
		Wheat for stock feed—4/2 $\frac{1}{4}$ per bushel net weight in 6,000 bushel lots, or 4/3d. per bushel in truck lots Sydney bulk basis. If wheat is supplied in bags the additional cost of bags is 13/- per dozen.					
		These rates are minimum and maximum for wheat at silo or stack or at buyers' nearest station if railed, provided rail freight does not exceed 6d. per bushel; any excess over 6d. in the freight rate from Sydney to des- tination is payable by buyers.					30
	3.12.46	Sydney	Unchanged (see note above)	Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.		
	4.12.46	Sydney	Unchanged (see note above)	Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.		40

		AUSTRALIA.		ENGLAND.		Exhibits " D " Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
				<i>State</i>		
	5.12.46	Sydney	Unchanged (see note above)	Australian new crop bulk	10/10·5 (½) Dec./Jan. f.o.b.	
10	6.12.46	Sydney	Unchanged (see note above)	Australian new crop bulk	10/10·5 (½) Dec./Jan. f.o.b.	
	7.12.46	Sydney	Unchanged (see note above)	Australian new crop bulk	10/10·5 (½) Dec./Jan. f.o.b.	
	9.12.46	Sydney	Unchanged (see note above)	Australian new crop bulk	10/10·5 (½) Dec./Jan. f.o.b.	
20	10.12.46	Sydney	Unchanged (see note above)	Australian new crop bulk	10/10·5 (½) Dec./Jan. f.o.b.	
	11.12.46	Sydney	Unchanged (see note 2.12.46 this file)	Australian new crop bulk	10/10·5 (½) Dec./Jan. f.o.b.	
	12.12.46	Sydney	Unchanged (see note 2.12.46 this file)	Australian new crop bulk	10/10·5 (½) Dec./Jan. f.o.b.	
30	13.12.46	Sydney	Unchanged (see note 2.12.46 this file)	Australian new crop bulk	10/10·5 (½) Dec./Jan. f.o.b.	
	14.12.46	Sydney	Unchanged (see note 2.12.46 this file)	Australian new crop bulk	10/10·5 (½) Dec./Jan. f.o.b.	
	16.12.46	Sydney	Unchanged (see note 2.12.46 this file) (see next paragraph— 17.12.46) (under)	Australian new crop bulk	10/10·5 (½) Dec./Jan. f.o.b.	

Exhibits " D "	AUSTRALIA.				ENGLAND.				
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.		Closing Quotes.		
	s.	d.	s.	d.	s.	d.	s.	d.	
Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>									
	17.12.46								
		Sydney as follows :—							
		NEW SOUTH WALES WHEAT (as from Monday, 16/12/1946) :—							
		Rates fixed by the Aus- tralian Wheat Board are :—		Australian new crop bulk		10/10·5 (½) Dec./Jan. f.o.b.		10	
		(new rates for the produce trade and rail freight)							
		MILLERS' LOTS :							
		All prices for export on application to the Board. Values of all wheats for local breadmaking are 3/11½d. per bushel net weight ; the prices for breakfast foods and other lines not subject to Flour Tax are 4/11d. per bushel Sydney bulk basis. If wheat is supplied in bags, the additional cost of bags is 13s. per dozen.						20	
		FOR THE PRODUCE TRADE :							
		Wheat for stock feed—4/10½d. per bushel net weight in 6,000 bushel lots, or 4/11d. per bushel in truck lots f.o.r. Sydney bulk basis. If wheat is sup- plied in bags, the additional cost of bags is 13/- per dozen.						30	
		If rail freight to destination is greater than from sending station to Sydney, the excess up to 4d. per bushel will be allowed to buyers.							
	18.12.46	Sydney	Unchanged (see note 17.12.46) as from Monday, 16th December, 1946.	Australian new crop bulk		10/10·5 (½) Dec./Jan. f.o.b.			
	19.12.46	Sydney	Unchanged (see note 17.12.46)	Australian new crop bulk		10/10·5 (½) Dec./Jan. f.o.b.		40	
	20.12.46	Sydney	Unchanged (see note 17.12.46)	Australian new crop bulk		10/10·5 (½) Dec./Jan. f.o.b.			



		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		" D "
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations from 3rd January 1944 to 31st December 1946— <i>continued.</i>
				s. d.	s. d.	
				<i>State</i>		
	21.12.46	Sydney	Unchanged (see note 17.12.46)	Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
10	23.12.46	Sydney	Unchanged (see note 17.12.46)	Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	24.12.46	Sydney	Unchanged (see note 17.12.46)	Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	25.12.46 and 26.12.46		Markets closed holidays		London market closed.	
	27.12.46	Sydney	Unchanged (see note 17.12.46)	Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
20	28.12.46	Sydney	Unchanged (see note 17.12.46)	Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	30.12.46	Sydney	Unchanged (see note 17.12.46)	Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	
	31.12.46	Sydney	Unchanged (see note 17.12.46)	Australian new crop bulk	10/10·5 ( $\frac{1}{2}$ ) Dec./Jan. f.o.b.	

Exhibits **Exhibit E.—Extracts from Minutes of Australian Wheat Board for 25th/26th**  
 “ E ” **May 1944, and 8th/9th June, 1944.**

Extracts  
 from  
 Minutes of  
 Australian  
 Wheat  
 Board for  
 25th/26th  
 May 1944  
 and 8th/9th  
 June 1944.

**EXTRACT FROM BOARD MINUTES—25th/26th May, 1944.**

**ITEM No. 7.—Internal Wheat Prices.**

A full discussion took place concerning the financial return to the Board from Wheat sold to the Produce Trade in Australia. At present, the gross return to the Board is  $4/0\frac{3}{4}$ d. per bus., for trucklots, Bagged, Terminal Port basis ( $3/6\frac{3}{4}$ d. per bus., representing the selling price and 6d. per bus., the payment to the Board by the Government); for large lots, the price is  $\frac{3}{4}$ d. per bus. less.

These prices are much lower than export prices and also than the gross return from sales to Millers for local flour consumption. Aspects emphasised during the discussion were :—

- (a) that the lower prices charged for Produce Trade sales meant in effect that wheatgrowers were subsidising feeders to the extent of the difference ;
  - (b) that legal and constitutional difficulties may arise for the Government by reason of the lower prices charged.
- Eventually,

IT WAS MOVED by Mr. Everett, seconded Mr. Maycock :—

that the following submission should be made to the Government :—

Whereas the Commonwealth Government has acquired all wheat grown in Australia for marketing and the Australian Wheat Board has been entrusted with the marketing of the wheat so acquired, and whereas the relationship between external and internal prices for wheat is such that the Board is of opinion that the Government may be faced with legal and constitutional difficulties as acquirers of the wheat, now therefore it is resolved that the following information be placed before the Government in clauses numbered 1 to 11.

1. The Board has this day fixed the price of wheat sold to and to be paid for by—

- (a) The U.K. Government at  $5/3\frac{3}{4}$ d. per bus., F.O.B. Australian ports for Bulk Wheat ;
- (b) Other countries at  $6/6\frac{1}{4}$ d. per bus. F.O.B. Australian ports for Bulk Wheat.

2. In the Board's opinion such prices are the Australian equivalent of wheat prices at which Canada, the world's largest exporter, is selling wheat to the same destinations

and after taking into consideration existing freight rates and other charges between Canada and the U.K., on the one hand and Australia and the U.K., on the other.

The F.O.B. value at ports is customarily the basis of price for wheat used in Australia, for which reason the Flour Tax was specifically related to the F.O.B. value of bagged wheat at Williamstown.

3. The price of wheat for Stockfeed in Australia has been fixed by the Government at the equivalent, including the Government subsidy of 6d. per bus., of 4/1½d. per bus., F.O.B. Australian ports for Bagged Wheat.
4. The existing price of wheat for manufacture into Flour for consumption in Australia or use by the Australian and U.S. Forces is equivalent to about 5/- per bus., F.O.B. Bulk basis, after including the Flour Tax.
5. The existing price for Power Alcohol, Breakfast Foods, Malting, etc., is equal to about 4/- per bus., F.O.B., for Bulk Wheat.
6. The Government has directed that the price of wheat sold to New Zealand shall be 4/10¾d. per bus., F.O.B., for bagged Wheat.
7. All these prices ranging from 4/1½d. to 5/- per bus. F.O.B. are lower than the export values determined by the Board, namely 5/3¾d. and 6/6¼d. per bus. F.O.B., for Bulk Wheat.
8. The Board has been informed that it is against Government policy to increase wheat prices within Australia.
9. Under the Wheat Acquisition Regulations, Wheatgrowers and others are entitled to be paid such amount of compensation as the Minister, on the recommendation of the Board, determines.
10. The Board understands that under the Commonwealth Constitution, the Government is bound to pay a just price for goods acquired by the Commonwealth, and is of opinion that a recommendation to the Minister of an amount to be paid as compensation which is less than that which could have been obtained for the wheat would not be equitable and may not conform to the Constitution.
11. The Board fears that failure on its part to bring this matter to the notice of the Government now may cause serious embarrassment to the Government in the future when the

Exhibits

“ E ”

Extracts from Minutes of Australian Wheat Board for 25th/26th May 1944 and 8th/9th June 1944—  
*continued.*

10

20

30

40

Exhibits  
 " E "  
 Extracts  
 from  
 Minutes of  
 Australian  
 Wheat  
 Board for  
 25th/26th  
 May 1944  
 and 8th/9th  
 June  
 1944—  
*continued.*

Board must make its recommendations to the Minister, and requests that the Government shall advise the Board in this matter.

During the discussion which eventuated in the above motion, consideration was given to whether the equivalent price of Bagged Wheat should also be shown in para. 1 (a) and (b) of the submission.

IT WAS AGREED—on the Motion of Mr. Maycock, seconded Mr. Cavanagh that (a) and (b) para. 1 remain as shown above.

Special reference was made during the discussion to paras. 3, 7 and 8, and agreement was eventually reached as shown above. 10

The Motion was carried.

AN AMENDMENT to Sub-Clause 8, 9, 10 and 11 WAS MOVED by Mr. Teasdale as follows :—

8. Acting upon the assumption that after Advances by the Government have been repaid the equity in the wheat belongs to the wheatgrowers of Australia, and in fulfilment of its trust to the producers, the Board desires to raise the realisations from the disposal of all wheat consumed within Australia to a level comparable with export values. The Board is, however, cognisant of the fact that by an order issued under his powers and dated 12th May, 1943, the power to increase prices in Australia appears to have been taken from the Board and vested in the Commissioner. 20
9. Under the Wheat Acquisition Regulations, Wheatgrowers and others are entitled to be paid such an amount of compensation as the Minister on the recommendation of the Board determines, but such determination is obviously conditioned by Clause 51 placitum 31 which provides that a just price shall be paid for property acquired by the Government for any purpose for which Parliament has power to make laws.
10. The Board is of the opinion that a recommendation based solely upon the net realisation of wheat deliberately sold at prices lower than those obtainable would not be equitable and may not in fact conform to the Constitution. 30
11. The Board fears that failure on its part to bring this matter to the notice of the Government at this juncture may cause embarrassment to the Government at a later date or dates when the Board must make its recommendation to the Minister, and requests that the Government shall advise the Board on the matter.

The amendment lapsed for want of a Secunder.

EXTRACT FROM BOARD MEETING MINUTES—8th/9th June, 1944.

Exhibits

ITEM NO. 5—Resolutions from Australian Wheatgrowers' Federation.

“ E ”

A letter was read from the Department of Commerce & Agriculture enclosing copies of Resolutions passed at a recent Meeting of the Australian Wheatgrowers' Federation and forwarded to the Minister for his consideration. The Minister asked that the Board furnish him with information on the matters raised therein, and these were dealt with individually and the following decisions reached :—

Extracts  
from  
Minutes of  
Australian  
Wheat  
Board for  
25th/26th  
May 1944  
and 8th/9th  
June  
1944—  
*continued.*

Resolution I.

10

“ That the Federal Government be requested to pay to the  
“ Australian Wheat Board the full difference between the  
“ current market value of wheat in the overseas market and the  
“ concessional price offered to stock feeders and the adjustment  
“ be made retrospectively.”

Resolution II.

20

“ That the Federal Government be requested to pay to the  
“ Australian Wheat Board the full difference between the current  
“ market value of wheat in the overseas market and the con-  
“ cessional price offered to Power Alcohol Distilleries, Breakfast  
“ Foods and Maltings Manufacturers.”

It was decided to refer the Minister to the Board's previous correspondence on this subject, pointing out the difference between the amounts being received from the sale of wheat for Alcohol, Breakfast Foods, Stockfeed, etc., and from the sales of wheat and flour for export, and requesting that the amount received by the Board from sales of this nature within Australia be made up to export parity.

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**Exhibit F.—Summary of Australian Wheat Board's Contracts made from 1st November, 1945, to 30th April, 1946.**

S—Silo (bulk wheat)  
B—Bagged Wheat  
LT—Long ton (2240 lbs)  
ST—Short Ton (2000 lbs)  
(written in pencil)

(3) CONTRACTS MADE FROM NOVEMBER 1, 1945 TO APRIL 30, 1946 (BOARD CONTRACTS ONLY)

(a) *Wheat*

Date	Contract No.	Buyer	Destination	Quantity	Price	Australian Currency		Period of Shipment
						s. d.	per bushel	
13/11/45	A459	Bunge	Sth. Africa	6,500 tons	A9/8½ FOB			December, 1945
23/11/45	L80	Rhodesian Govt.	Rhodesia	10,000 tons	E62/3 per qr.			February/August, 1946
4/12/45	L82	Ministry	India	50,000 tons	E/60/9 S			February/March, 1946
17/1/46	L85	Rhodesian Govt.	Rhodesia	5,000 tons	E63/9 B			June, 1946
21/1/46	A468	S. Anthony	Syria	32 tons	—			June, 1946
12/2/46	L86	Ministry	India	100,000 tons	E63/9 per qr. S E66/9 per qr. B			April/May, 1946
January '46	A467	N.Z. Wheat Com- mittee	New Zealand	4½ million bus.	—			January '46 to March, '47
27/2/46	L90	Ministry	India	50,000 tons	E64/- per qr. S E67/- per qr. B			March/April, 1946
8/3/46	A471	UNRRA	China	25,000 tons	—			May, 1946
29/3/46	L92	Ministry	India	25,000 tons	E64/- S E67/- B			May/June, 1946

(b) <i>Flour</i>													
1/11/45	L75	Ministry	Ceylon	8,800 tons	E406/7 L.T.	A9/6	January, 1946						
13/11/45	L76	Ministry	Ceylon & China	17,000 tons	E406/7 L.T.	A9/6	December/January, 1946						
16/11/45	L77	Ministry	China	1,050 tons	E406/7 L.T.	A9/6	December/February						
29/11/45	L78/9	U.K. & Far East	Portuguese	14,000 tons	E406/7 L.T.	A9/6	December/February						
7/11/45	A454	W.A. Co-op Flour Co. East Africa	2,800 tons	E£19/8/- L.T.		A9/3½	December, 1945						
26/11/45	A460	Barker & Company	Malaya	200 S.T.	A£22/15/9 S.T.	A9/6	December, 1945						
4/12/45	L81	French Mission	Indo China	3,280 tons	E406/7 L.T.	A9/6	February, 1946						
4/12/45	L84	Ministry	Far East	11,645 tons	E406/7 L.T.	A9/6	December, 1945						
1/12/45	A461	Kimpton	Malaya	350 ST	A22/15/9 ST	A9/6	Dec. '45 to June, '46						
21/12/45	A463	Gunton	Burma	50 ST	A22/15/9 ST	A9/6	January, 1946						
27/12/45	A464	N.E.I. Govt.	Java	450 ST	A22/17/3 ST	A9/6	January, 1946						
4/12/45	L83	Ministry	India & Far East	250,000 tons	E406/7 LT	A9/6	Jan. to June, '46						
10/1/46	A465	French Consul	Tahiti	2,000 ST	A22/13/9 ST	A9/6	February, 1946						
11/1/46	A466	Albanian Assoc.	Albania	105 ST	A22/1/9 ST	A9/3	February, 1946						
12/2/46	L87 & 88	Ministry	Far East	50,900	E406/7 LT	A9/6	May to July, 1946						
16/3/46	A473	Royal Navy		650 ST	A25/11/3 ST	A10/-	April/May, 1946						
22/3/46	A474	Royal Netherlands Navy		100 ST	A25/7/9 ST	A10/-	April, 1946						
29/3/46	L91	Ministry	Far East	50,000 tons	E21/8/3 LT	A10/-	June/July, 1946						
11/4/46	A 475	French Consul	Tahiti	2,000 ST	A23/17/9 ST	A10/-	July, 1946						
17/4/46	A477	R. Netherlands Navy		350 ST	A25/7/9	A10/-	April, 1946						
17/4/46	A478	Royal Navy		353 ST	A25/7/9	A10/-	April, 1946						

Exhibits  
" F "

Summary  
of  
Australian  
Wheat  
Board's  
Contracts  
made from  
1st  
November  
1945 to  
30th April  
1946—  
*continued.*

Exhibits

" G "

Schedule of  
Wheat deliveries ex  
Nelungaloo  
and  
Gunning-  
bland  
Stations  
(Bag and  
Bulk).**Exhibit G.—Schedule of wheat deliveries ex Nelungaloo and Gunningbland Stations (Bag and Bulk).****DELIVERIES EX NELUNGALOO STATION (BAG AND BULK)**

Fortnight ending	BAGGED			BULK		TOTALS
	Truck Lots to			Truck Lots to		
	Mills	Produce	Depots	Mills	Ports	
1.12.45						
15.12.45	6					6
29.12.45	6			30		36
12. 1.46			1			1
26. 1.46						—
9. 2.46						—
23. 2.46						—
9. 3.46			9			9
23. 3.46						—
6. 4.46						—
20. 4.46						—
4. 5.46				23	2	25
18. 5.46				13	7	20
1. 6.46						—
15. 6.46	23					23
29. 6.46						—
13. 7.46	10					10
27. 7.46	15					15
10. 8.46	12					12
24. 8.46						—
7. 9.46	7					7
21. 9.46	16					16
5.10.46	11					11
19.10.46	11					11
2.11.46						—
16.11.46	3					3
30.11.46	15					15
14.12.46	28					28
28.12.46	20					20
11. 1.47	6					6
24. 1.47	33					33
8. 2.47	29					29
22. 2.47		6				6
8. 3.47	6	5				11
22. 3.47	17	2				19
	274	13	10	66	9	372

NOTE.—A bagged truck equals 200 bags 600 bushels.

A bulk truck equals 21 tons 784 bushels.

From the 274 trucks shown as delivered from Nelungaloo Station (bagged to Mills) 174 truck lots were actually carted by road transport and 100 railed to Mills.



## DELIVERIES EX GUNNINGBLAND STATION (BAG AND BULK)

Exhibits

Fortnight ending	BAGGED			BULK		TOTALS	" G " Schedule of Wheat deliveries ex Nelungaloo and Gunning- bland Stations (Bag and Bulk)— <i>continued.</i>
	Truck Lots to			Truck Lots to			
	Mills	Produce	Ports & Depots	Mills	Ports		
1.12.45						—	
15.12.45				30		30	
29.12.45				30		30	
12. 1.46	1		16			17	
26. 1.46			6			6	
10 9. 2.46			9			9	
23. 2.46			6			6	
9. 3.46			4			4	
23. 3.46						—	
6. 4.46				34		34	
20. 4.46				6		6	
4. 5.46						—	
18. 5.46	3					3	
1. 6.46						—	
15. 6.46	7			15		22	
20 29. 6.46	16			12		28	
13. 7.46	9		3			12	
27. 7.46	6	1		37	2	46	
10. 8.46	11	1				12	
24. 8.46						—	
7. 9.46		5				5	
21. 9.46	1	12				13	
5.10.46	11	5				16	
19.10.46		10				10	
2.11.46		28				28	
30 16.11.46		11				11	
30.11.46						—	
14.12.46						—	
29.12.46						—	
11. 1.47	20	21				41	
24. 1.47	18	27				45	
8. 2.47	16	6				22	
22. 2.47	21	2				23	
8. 3.47	16	9				25	
22. 3.47		5				5	
40	156	143	44	164	2	509	

NOTE.—A bagged truck equals 200 bags 600 bushels.

A bulk truck equals 21 tons 784 bushels.

Exhibits

1

Documents  
relating to  
Nelungaloo  
Wheat  
1st and 2nd  
Advances  
No. 9  
Pool

**EXHIBITS TENDERED ON BEHALF OF THE RESPONDENTS.**

**Exhibit No. 1.—Documents relating to Negungaloo Wheat, 1st and 2nd  
Advances No. 9 Pool**

.....  
Kelly

Australian Wheat Board	No. 9 Pool—Season 1945/46			Copy of Cert. No. 35644
Silo Wheat	First Advance	£	s.	d.
First Advance on 482 bushels	04 lbs. at 4/1			
	per bush.	98	8	5
				No. 37359 10
Less—Dockages shown on Claim for	.....			
Compensation	.....			
Cornbags supplied by A.W.B.	.....			N.S.W.
Liens, etc., paid to	.....			
The Net Amount of First Advance has been credited to the account of the person named on the relevant cert.				
		£98	8	5

Ninety-eight Pounds  
Eight Shillings Five Pence

..... 20  
*Bank Stamp and Signature*

(Stamp) (Cancelled)

National Security Act Commonwealth of Australia  
1939/40 Wheat Australian Wheat Board (in ink) 35644  
Acquisition Regulations. No. 9 Pool—Season 1945/46 No. 37359

2nd February, 1946 Silo Wheat  
Claim No. 18570

This certifies that Nelungaloo Pty. Ltd., of 56 Wentworth Road, Burwood is entitled to receive payment of Advances as declared by the Commonwealth Government on account of Four Hundred & Eighty-two 30 (482) bushels 04 lbs. of Silo Wheat delivered to the Australian Wheat Board at Nelungaloo.

The Second Advance shall be subject to a deduction for railage at 5.384 pence per bushel amounting to £10.16.3.

These Advances are payable only at Commercial Banking Co. of Sydney Ltd: Parkes. Exhibits

(After the expiration of twelve months from the date of Declaration of any advance, payment of such advance will be made only at an Office of the Australian Wheat Board.)

LINDLEY WALKER WHEAT CO. LTD.

*Licensed Receiver*

1  
Documents relating to Nelungaloo Wheat 1st and 2nd Advances No. 9 Pool—*continued.*

(Stamp) (Cancelled)

10

Bank Stamp for payment of 1st Advance	Bank Stamp for payment of 2nd Advance	Bank Stamp for payment of 3rd Advance	Bank Stamp for payment of 4th Advance	Bank Stamp for payment of 5th Advance	Bank Stamp for payment of 6th Advance
---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------

Coupons must not be detached except by the Paying Bank

Australian Wheat Board No. 9 Pool—Season 1945/46

20 Silo Wheat

Fifth Advance

(in ink) 35644  
No. 37359

The Fifth Advance at.....pence per bushel = £ : :  
has been credited to the account of the person named on the relevant Certificate.

N.S.W.

.....*Bank Stamp and Signature.*

(Stamp) (Cancelled)

Australian Wheat Board No. 9 Pool—Season 1945/46

Silo Wheat

Fourth Advance

(in ink) 35644  
No. 37359

30 The Fourth Advance at.....pence per bushel = £ : :  
has been credited to the account of the person named on the relevant Certificate.

N.S.W.

.....*Bank Stamp and Signature*

(Stamp) (Cancelled)

Exhibits Australian Wheat Board No. 9 Pool—Season 1945/46  
 1 Documents relating to Nelungaloo Wheat 1st and 2nd Advances No. 9 Pool—*continued.* Silo Wheat Third Advance (in ink) 35644 No. 37359  
 The Third Advance at.....pence per bushel = £ : :  
 has been credited to the account of the person named on the relevant Certificate. N.S.W.  
 .....*Bank Stamp and Signature*  
 (Stamp) (Cancelled)

Australian Wheat Board No. 9 Pool—Season 1945/46  
 Silo Wheat Second Advance (in ink) 35644 10 No. 37359  
 The Second Advance at.....pence per bushel = £ : : 24. 2. 0  
 Less—Railage as recorded on Certificate has £ : : 10.16. 3  
 been credited to the account of the person named in the relevant Certificate. 13. 5. 9  
 N.S.W.  
 .....*Bank Stamp and Signature*  
 (Stamp) (Cancelled)

Endorsed on Back of Document—  
 Australian Wheat Board No. 9 Pool—Season 1945/46 20  
 Silo Wheat Final Payment (in ink) 35644 No. 37359  
 The Final Payment at.....pence per bushel = £ : :  
 has been credited to the account of the person named on the relevant Certificate. N.S.W.  
 .....*Bank Stamp and Signature*  
 (Stamp) (Cancelled)

	Kelly	Copy of Cert.	Exhibits
Australian Wheat Board	No. 9 Pool—Season 1945/46	No. 35643	—
Silo Wheat	First Advance	No. 37357	1
	£	s.	d.
First Advance on 2829 bushels 24 lbs. at 4/1			
	per bushel	577	13 5
Less—Dockages shown on Claim for .....			
Compensation .....			
Cornbags supplied by A.W.B. ....			
Liens, etc., paid to.....			
10 .....			
The Net amount of First Advance has been credited to the account of the person named on the relevant certificate	£577	13	5

Documents relating to Nelungaloo Wheat 1st and 2nd Advances No. 9 Pool—*continued.*

N.S.W.

Five Hundred & Seventy Seven Pounds  
 Thirteen Shillings Five Pence  
 (Stamp) (Cancelled) .....

*Bank Stamp and Signature*

20 National Security Act Commonwealth of Australia (in ink) 35643  
 1939/40 Wheat Australian Wheat Board No. 37357  
 Acquisition Regulations. No. 9 Pool—Season 1945/46  
 2nd February, 1946 Silo Wheat  
 Claim No. 19175

This certifies that Nelungaloo Pty. Ltd. of 56 Wentworth Road, Burwood is entitled to receive payment of Advances as declared by the Commonwealth Government on account of Two thousand eight hundred and Twentynine (2829) bushels 24 lbs. of Silo Wheat delivered to the Australian Wheat Board at Nelungaloo. The Second Advance shall be subject to a deduction for railage at 5.384 pence per bushel amounting to £63.9.5

30 These Advances are payable only at Commercial Banking Co. of Sydney Ltd. : Parkes.

(After the expiration of twelve months from the date of Declaration of any Advance, payment of such Advance will be made only at an Office of the Australian Wheat Board)

LINDLEY WALKER WHEAT CO. LTD.  
 .....  
*Licensed Receiver*

40	Bank Stamp for payment of 1st Advance	Bank Stamp for payment of 2nd Advance	Bank Stamp for payment of 3rd Advance	Bank Stamp for payment of 4th Advance	Bank Stamp for payment of 5th Advance	Bank Stamp for payment of 6th Advance
----	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------

Coupons must not be detached except by the Paying Bank.  
 (Stamp) (Cancelled)

Exhibits <hr style="width: 10%; margin-left: 0;"/> 1 Documents relating to Nelungaloo Wheat 1st and 2nd Advances No. 9 Pool— <i>continued.</i>	Australian Wheat Board No. 9 Pool—Season 1945/46 Silo Wheat The Fifth Advance at.....pence per bushel = £ : : has been credited to the account of the person named on the relevant Certificate. ..... <i>Bank Stamp and Signature.</i> (Stamp) (Cancelled)	Fifth Advance (in ink) 35643 No. 37357  N.S.W.  .....
Australian Wheat Board No. 9 Pool—Season 1945/46 Silo Wheat The Fourth Advance at.....pence per bushel = £ : : has been credited to the account of the person named on the relevant Certificate. ..... <i>Bank Stamp and Signature.</i> (Stamp) (Cancelled)	Fourth Advance (in ink) 35643 No. 37357  N.S.W.  .....	
Australian Wheat Board No. 9 Pool—Season 1945/46 Silo Wheat The Third Advance at.....pence per bushel = £ : : has been credited to the account of the person named on the relevant Certificate. ..... <i>Bank Stamp and Signature.</i> (Stamp) (Cancelled)	Third Advance (in ink) 35643 20 No. 37357  N.S.W.  .....	
Australian Wheat Board No. 9 Pool—Season 1945/46 Silo Wheat The Second Advance at.....pence per bushel = £ : : Less—Railage as recorded on Certificate has £ : : been credited to the account of the person named in the relevant Certificate. ..... <i>Bank Stamp and Signature.</i> (Stamp) (Cancelled)	Second Advance (in ink) 35643 No. 37357 30  141. 9. 4 63. 9. 5 <hr style="width: 10%; margin-left: 0;"/> £ 77.19.11 <hr style="width: 10%; margin-left: 0;"/> N.S.W.  .....	

Endorsement on Back of Document Reads—

Exhibits

Australian Wheat Board No. 9 Pool—Season 1945/46

(in ink) 35643

Silo Wheat Final Payment

No. 37357

1  
Documents  
relating to  
Nelungaloo  
Wheat  
1st and 2nd  
Advances  
No. 9  
Pool—  
*continued.*

The Final Payment at.....pence per bushel = £ : :  
has been credited to the account of the person named on the  
relevant Certificate.

N.S.W.

.....*Bank Stamp and Signature.*

(Stamp) (Cancelled)

10

Copy of Wheat Certificate No. 20732.

Australian Wheat Board No. 9 Pool—Season 1945/46

(in ink) 20732

Silo Wheat

First Advance

£ s. d.

No. 37568

First Advance on 474 bushels 52 lbs. at 4/1

per bushel 96 19 0

Less—Dockages shown on Claim for .....

Compensation .....

Cornsacks supplied by A.W.B. ....

Liens, etc., paid to.....

20

The Net Amount of First Advance has been  
credited to the account of the person named on  
the relevant certificate.

£96 19 0

N.S.W.

Bunge

Sydney

Ninety-six Pounds Nineteen Shillings.

.....*Bank Stamp and Signature*

(Stamp) (Cancelled)

National Security Act Commonwealth of Australia

1939/40 Wheat

Australian Wheat Board

(in ink) 20732

No. 37568

30

Acquisition Regulations. No. 9 Pool—Season 1945/46

1st February, 1946.

Silo Wheat

Claim No. 2217

This certifies that Nelungaloo Pty. Ltd. of 56 Wentworth Street,  
Burwood, is entitled to receive payment of Advances as declared by the  
Commonwealth Government on account of Four Hundred and Seventy-  
four (474) bushels 52 lbs. of Silo Wheat delivered to the Australian  
Wheat Board at Gunningbland.

Exhibits  
 —  
 1  
 Documents  
 relating to  
 Nelungaloo  
 Wheat  
 1st and 2nd  
 Advances  
 No. 9  
 Pool—  
*continued.*

The Second Advance shall be subject to a deduction for railage at 5·411 pence per bushel amounting to £10/14/1.

These Advances are payable only at The Commercial Banking Company of Sydney Ltd. Parkes.

(After the expiration of twelve months from the date of Declaration of any Advance, payment of such Advance will be made only at an Office of the Australian Wheat Board.)

For  
 BUNGE (AUSTRALIA) PTY. LIMITED.  
 .....  
*Licensed Receiver.*

10

Bank Stamp for payment of 1st Advance	Bank Stamp for payment of 2nd Advance	Bank Stamp for payment of 3rd Advance	Bank Stamp for payment of 4th Advance	Bank Stamp for payment of 5th Advance	Bank Stamp for payment of 6th Advance
--	--	--	--	--	--

Coupons must not be detached except by the Paying Bank.  
 (Stamp) (Cancelled)

Australian Wheat Board No. 9 Pool—Season 1945/46

Silo Wheat

Fifth Advance

(in ink) 20732 20  
 No. 37568

The Fifth Advance at.....pence per bushel = £ : :  
 has been credited to the account of the person named on the  
 relevant Certificate.

N.S.W.

.....*Bank Stamp and Signature*  
 (Stamp) (Cancelled)

Bunge  
 Sydney.

Australian Wheat Board No. 9 Pool—Season 1945/46

Silo Wheat

Fourth Advance

(in ink) 20732  
 No. 37568

The Fourth Advance at.....pence per bushel = £ : :  
 has been credited to the account of the person named on the  
 relevant Certificate.

N.S.W.

30

.....*Bank Stamp and Signature*  
 (Stamp) (Cancelled)

Bunge  
 Sydney.



Australian Wheat Board No. 9 Pool—Season 1945/46

Silo Wheat

Third Advance

(in ink) 20732  
No. 37568

Exhibits

1

Documents  
relating to  
Nelungaloo  
Wheat  
1st and 2nd  
Advances  
No. 9  
Pool—  
*continued.*

The Third Advance at.....pence per bushel = £ : :  
has been credited to the account of the person named on the  
relevant Certificate

N.S.W.

.....*Bank Stamp and Signature*  
(Stamp) (Cancelled)

Bunge  
Sydney.

10 Australian Wheat Board No. 9 Pool—Season 1945/46

Silo Wheat

Second Advance

(in ink) 20732  
No. 37568

The Second Advance at .....pence per bushel = £ : :	23.14.10
Less—Railage as recorded on Certificate has been credited to the account of the person named in the relevant Certificate.	10.14.1
	<hr/> 13.0.9

N.S.W.

.....*Bank Stamp and Signature*  
20 (Stamp) (Cancelled)

Bunge  
Sydney.

Endorsement on Back of Document reads—

Australian Wheat Board No. 9 Pool—Season 1945/46

Silo Wheat

Final Payment

(in ink) 20732  
No. 37568

The Final Payment at.....pence per bushel = £ : :  
has been credited to the account of the person named on the  
relevant Certificate.

N.S.W.

.....*Bank Stamp and Signature*  
30 (Stamp) (Cancelled)

Bunge.  
Sydney.

Exhibits <hr/> 1 Documents relating to Nelungaloo Wheat 1st and 2nd Advances No. 9 Pool— <i>continued.</i>	Australian Wheat Board Bagged Wheat First Advance on 8168 bushels 32 lbs. at 4/4 per bushel Less—Dockages shown on Claim for ..... Compensation ..... Corn­sacks supplied by A.W.B. 87 18 7 Liens, etc., paid to.....	(Kelly) 3 No. 9 Pool—Season 1945/46 First Advance £ s. d. 1769 16 11 ..... 87 18 7 <hr/> <hr/> £1681 18 4	Copy of Cert. No. 16984 No. 18539          N.S.W. Walker           ..... <i>Bank Stamp and Signature</i>
--	--	--	---

One thousand Six Hundred and Eighty-one Pounds Eighteen Shillings Four Pence. (Stamp) (Cancelled) .....  
National Security Act Commonwealth of Australia (in ink) 16984 20  
1939/40 Wheat Australian Wheat Board No. 18539  
Acquisition Regulations. No. 9 Pool—Season 1945/46.  
25th January, 1946 Bagged Wheat Certificate

Claim No. 20781

This certifies that Nelungaloo Pty. Ltd., of 56 Wentworth Road, Burwood, is entitled to receive payment of Advances as declared by the Commonwealth Government on account of Eight thousand one hundred & sixty-eight (8168) bushels 32 lbs. of Bagged Wheat delivered to the Australian Wheat Board at Nelungaloo. The Second Advance shall be subject to a deduction for railage at 5.384 pence per bushel amounting to £183.5.0. 30  
These Advances are payable only at Commercial Banking Co. of Sydney Ltd., Parkes.

(After the expiration of twelve months from the date of Declaration of any Advance, payment of such Advance will be made only at an Office of the Australian Wheat Board.) LINDLEY WALKER WHEAT CO. LTD.  
.....  
*Licensed Receiver.*

Bank Stamp for payment of 1st Advance	Bank Stamp for payment of 2nd Advance	Bank Stamp for payment of 3rd Advance	Bank Stamp for payment of 4th Advance	Bank Stamp for payment of 5th Advance	Bank Stamp for payment of 6th Advance	40
---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	----

Coupons must not be detached except by the Paying Bank.  
(Stamp) (Cancelled)

Australian Wheat Board No. 9 Pool—Season 1945/46

Bagged Wheat Fifth Advance

(in ink) 16984  
No. ~~18539~~

Exhibits

1

Documents  
relating to  
Nelungaloo  
Wheat  
1st and 2nd  
Advances  
No. 9  
Pool—  
*continued.*

The Fifth Advance at.....pence per bushel = £ : :  
has been credited to the account of the person named on the  
relevant Certificate.

N.S.W.  
Walker.

.....*Bank Stamp and Signature.*  
(Stamp) (Cancelled)

10 Australian Wheat Board No. 9 Pool—Season 1945/46

Bagged Wheat Fourth Advance

(in ink) 16984  
No. ~~18539~~

The Fourth Advance at.....pence per bushel = £ : :  
has been credited to the account of the person named on the  
relevant Certificate.

N.S.W.  
Walker.

.....*Bank Stamp and Signature*  
(Stamp) (Cancelled)

Australian Wheat Board No. 9 Pool—Season 1945/46

20 Bagged Wheat Third Advance

(in ink) 16984  
No. ~~18539~~

The Third Advance at.....pence per bushel = £ : :  
has been credited to the account of the person named on the  
relevant Certificate.

N.S.W.  
Walker.

.....*Bank Stamp and Signature*  
(Stamp) (Cancelled)

Australian Wheat Board No. 9 Pool—Season 1945/46

30 Bagged Wheat Second Advance

(in ink) 16894  
No. ~~18539~~

The Second Advance at.....pence per bushel = £ : : 408. 8. 6  
Less—Railage as recorded on Certificate has £ : : 183. 5. 0  
been credited to the account of the person named  
on the relevant Certificate. £ : : 225. 3. 6

N.S.W.  
Walker.

.....*Bank Stamp and Signature*  
(Stamp) (Cancelled)

Exhibits —  
 1  
 Documents relating to Nelungaloo Wheat 1st and 2nd Advances No. 9 Pool—  
*continued.*

Endorsement on Back of Document Reads—  
 Australian Wheat Board No. 9 Pool—Season 1945/46

Bagged Wheat Final Payment

The Final Payment at.....pence per bushel = £ : :  
 has been credited to the account of the person named on the  
 relevant Certificate.

.....*Bank Stamp and Signature*  
 (Stamp) (Cancelled)

(in ink) 16984  
 No. 18530

N.S.W.

..... 10

(Kelly)  
 Australian Wheat Board No. 9 Pool—Season 1945/46

Bagged Wheat First Advance £ s. d.

First Advance on 2212 bushels 28 lbs. at 4/4 per bus. 479 7 4

Less—Dockages shown on Claim for .....  
 Compensation .....  
 Cornsacks supplied by A.W.B. ....  
 Liens, etc., paid to.....

The Net Amount of First Advance has been  
 credited to the account of the person named on  
 the relevant certificate. £479 7 4

Four Hundred & Seventy Nine Pounds  
 Seven Shillings Four Pence

.....  
*Bank Stamp and Signature*  
 (Stamp) (Cancelled)

Copy of  
 Cert. No.  
 17706

No. 18542

N.S.W.

..... 20

..... 30

National Security Act Commonwealth of Australia (in ink) 17706  
 1939/40 Wheat Australian Wheat Board No. 18542  
 Acquisition Regulations. No. 9 Pool—Season 1945/46.

8th February 1946 Bagged Wheat Certificate

Claim No. 20787

This certifies that Nelungaloo Pty. Ltd. of Burwood is entitled to  
 receive payment of Advances as declared by the Commonwealth Govern-  
 ment on account of Two thousand Two Hundred and Twelve (2212) bushels  
 28 lbs. of Bagged Wheat delivered to the Australian Wheat Board at

Nelungaloo. The Second Advance shall be subject to a deduction for railage at 5·384 pence per bushel amounting to £49.12.8. These Advances are payable only at Commercial Bank of Sydney—Parkes.

Exhibits  
—  
1  
Documents relating to Nelungaloo Wheat 1st and 2nd Advances No. 9 Pool—  
*continued.*

(After the expiration of twelve months from the date of Declaration of any Advance, payment of such Advance will be made only at an Office of the Australian Wheat Board.)

LINDLEY WALKER WHEAT CO. LTD.  
.....  
*Licensed Receiver.*

10

Bank Stamp for payment of 1st Advance	Bank Stamp for payment of 2nd Advance	Bank Stamp for payment of 3rd Advance	Bank Stamp for payment of 4th Advance	Bank Stamp for payment of 5th Advance	Bank Stamp for payment of 6th Advance
---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------

Coupons must not be detached except by the Paying Bank  
(Stamp) (Cancelled)

20 Australian Wheat Board No. 9 Pool—Season 1945/46

Bagged Wheat

Fifth Advance

(in ink) 17706  
No. 18542

The Fifth Advance at.....pence per bushel = £ : :  
has been credited to the account of the person named on the relevant Certificate.

N.S.W.

.....*Bank Stamp and Signature*

(Stamp) (Cancelled)

30

Australian Wheat Board No. 9 Pool—Season 1945/46

Bagged Wheat

Fourth Advance

(in ink) 17706  
No. 18542

The Fourth Advance at.....pence per bushel = £ : :  
has been credited to the account of the person named on the relevant Certificate.

N.S.W.

.....*Bank Stamp and Signature*

(Stamp) (Cancelled)

Exhibits — 1 Documents relating to Nelungaloo Wheat 1st and 2nd Advances No. 9 Pool— <i>continued.</i>	<p>Australian Wheat Board No. 9 Pool—Season 1945/46 Bagged Wheat Third Advance</p> <p>The Third Advance at.....pence per bushel = £ : : has been credited to the account of the person named on the relevant Certificate.</p> <p>.....<i>Bank Stamp and Signature</i> (Stamp) (Cancelled)</p> <hr/> <p>Australian Wheat Board No. 9 Pool—Season 1945/46 Bagged Wheat Second Advance</p> <p>The Second Advance at.....pence per bushel = £ : : Less—Railage as recorded on Certificate has £ : : been credited to the account of the person named in the relevant Certificate.</p> <p>.....<i>Bank Stamp and Signature</i> (Stamp) (Cancelled)</p> <hr/> <p>Australian Wheat Board No. 9 Pool—Season 1945/46 Bagged Wheat Final Payment</p> <p>The Final Payment at.....pence per bushel = £ : : has been credited to the account of the person named on the relevant Certificate.</p> <p>.....<i>Bank Stamp and Signature</i> (Stamp) (Cancelled)</p> <hr/> <p>(Copy of Wheat Certificate No. 745) Australian Wheat Board No. 9 Pool—Season 1945/46 Bagged Wheat First Advance</p> <p>First Advance on 117 bushels 50 lbs. at 4/4 per bus. Less—Dockages shown on Claim for ..... Compensation ..... Cornsacks supplied by A.W.B. .... Liens, etc., paid to.....</p> <p>The Net Amount of First Advance has been credited to the account of the person named on the relevant certificate.</p> <p>Twentyfive Pounds Ten Shillings Seven Pence</p> <p>(Stamp) (Cancelled)</p>	<p>(in ink) 17706 No. 18542</p> <p>N.S.W.</p> <p>(in ink) 17706 10 No. 18542</p> <p>110.12. 5 49.12. 8 <u>60.19. 9</u></p> <p>N.S.W.</p> <p>(in ink) 17706 20 No. 18542</p> <p>N.S.W.</p> <p>(in ink) 745 30 No. 1992</p> <p>£ s. d. 25 10 7</p> <p>N.S.W. Bunge.</p> <p><u>£25 10 7</u> 40</p> <p>..... <i>Bank Stamp and Signature</i></p>
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National Security Act Commonwealth of Australia (in ink) 745  
 1939/40 Wheat Australian Wheat Board No. 1992  
 Acquisition Regulations. No. 9 Pool—Season 1945/46.

Exhibits  
 1  
 Documents relating to Nelungaloo Wheat 1st and 2nd Advances No. 9 Pool—  
*continued.*

29th January, 1946. Bagged Wheat Certificate  
 Claim No. 662

This certifies that Nelungaloo Pty. Ltd. of 56 Wentworth Road, Burwood, is entitled to receive payment of Advances as declared by the Commonwealth Government on account of One Hundred and Seventeen (117) bushels 50 lbs. of Bagged Wheat delivered to the Australian Wheat Board at Gunningbland. The Second Advance shall be subject to a deduction for railage at 5.411 pence per bushel amounting to £2/13/2.

These Advances are payable only at The Commercial Banking Co. of Sydney Ltd. Parkes.

(After the expiration of For  
 twelve months from the date BUNGE (AUSTRALIA) PTY. LIMITED.  
 of Declaration of any Advance, .....  
 payment of such Advance will .....  
 be made only at an Office of *Licensed Receiver.*  
 the Australian Wheat Board.)

20	Bank Stamp for payment of 1st Advance	Bank Stamp for payment of 2nd Advance	Bank Stamp for payment of 3rd Advance	Bank Stamp for payment of 4th Advance	Bank Stamp for payment of 5th Advance	Bank Stamp for payment of 6th Advance
----	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------	---------------------------------------

Coupons must not be detached except by the Paying Bank  
 (Stamp) (Cancelled)

Australian Wheat Board No. 9 Pool—Season 1945/46 (in ink) 745  
 30 Bagged Wheat Fifth Advance No. 1992

The Fifth Advance at.....pence per bushel = £ : :  
 has been credited to the account of the person named in the N.S.W.  
 relevant Certificate.

.....*Bank Stamp and Signature* Bunge.  
 (Stamp) (Cancelled)

Australian Wheat Board No. 9 Pool—Season 1945/46 (in ink) 745  
 Bagged Wheat Fourth Advance No. 1992

40 The Fourth Advance at.....pence per bushel = £ : :  
 has been credited to the account of the person named on the N.S.W.  
 relevant Certificate.

.....*Bank Stamp and Signature* Bunge.  
 (Stamp) (Cancelled)

Exhibits <u>1</u>	Australian Wheat Board No. 9 Pool—Season 1945/46 Bagged Wheat Third Advance	(in ink) 745 No. 1992
Documents relating to Nelungaloo Wheat 1st and 2nd Advances No. 9 Pool— <i>continued.</i>	The Third Advance at.....pence per bushel = £ : : has been credited to the account of the person named on the relevant Certificate. ..... <i>Bank Stamp and Signature</i> (Stamp) (Cancelled)	N.S.W. Bunge.
	Australian Wheat Board No. 9 Pool—Season 1945/46 Bagged Wheat Second Advance	(in ink) 745 10 No. 1992
	The Second Advance at.....pence per bushel = £ : : Less—Railage as recorded on Certificate has £ : : been credited to the account of the person named in the relevant certificate. £ : :	5.17.10 2.13.2 <hr/> 3.4.8
	..... <i>Bank Stamp and Signature</i> (Stamp) (Cancelled)	N.S.W. Bunge.
	Endorsement on Back of Document Reads—	20
	Australian Wheat Board No. 9 Pool—Season 1945/46 Bagged Wheat Final Payment	(in ink) 745 No. 1992
	The Final Payment at.....pence per bushel = £ : : has been credited to the account of the person named on the relevant Certificate. ..... <i>Bank Stamp and Signature</i> (Stamp) (Cancelled)	N.S.W. Bunge.

**Exhibit No. 2.—Record of first and second advances.**

Exhibits <u>2</u>	Australian Wheat Board No. 9 Pool—Season 1945/46 Silo Wheat Second Advance	40 No. 35643
Record of 1st and 2nd Advances.	The Second Advance at 1/- pence per bushel = £141 : 9 : 4 Less—Railage as recorded on Certificate £ 63 : 9 : 5 has been credited to the account of the person named in the relevant Certificate £ 77 : 19 : 11 R. A. LUCAS, <i>Bank Stamp and Signature.</i> The Commercial Banking Company of Sydney Limited (Stamp) Parkes N.S.W.	N.S.W. Walker



Australian Wheat Board No. 9 Pool—Season 1945/46		Exhibits
Silo Wheat	Second Advance	No. 35644
	The Second Advance at 1/- pence	
	per bushel =	£24 : 2 : —
	Less—Railage as recorded on Certificate	£10 : 16 : 3
	has been credited to the account of the person	<u>£13 : 5 : 9</u>
	named in the relevant Certificate.	<u>13 : 5 : 9</u>
	(written in pencil)	
10	R. A. LUCAS <i>Bank Stamp and Signature.</i>	
	The Commercial Banking Company of Sydney Limited	
	(Stamp) Parkes	
	N.S.W.	
.....		
Australian Wheat Board No. 9 Pool—Season 1945/46		
Silo Wheat	Second Advance	No. 20732
	The Second Advance at 1/- pence	
	per bushel =	£23 : 14 : 10
	Less—Railage as recorded on Certificate	£10 : 14 : 1
20	has been credited to the account of the person	<u>£13 : — : 9</u>
	named in the relevant Certificate	<u>13 : — : 9</u>
	R. A. LUCAS <i>Bank Stamp and Signature.</i>	
	The Commercial Banking Company of Sydney Limited	
	(Stamp) Parkes	
	N.S.W.	
.....		
Australian Wheat Board No. 9 Pool—Season 1945/46		
Bagged Wheat	Second Advance	No. 16984
30	The Second Advance at 1/- pence	
	per bushel =	£408 : 8 : 6
	Less—Railage as recorded on Certificate	£183 : 5 : —
	has been credited to the account of the person	<u>£225 : 3 : 6</u>
	named in the relevant Certificate.	<u>225 : 3 : 6</u>
	R. A. LUCAS <i>Bank Stamp and Signature.</i>	
	The Commercial Banking Company of Sydney Limited	
	(Stamp) Parkes	
	N.S.W.	

Exhibits  
2  
Record of  
1st and 2nd  
Advances—  
*continued.*

Exhibits	Australian Wheat Board	No. 9 Pool—Season 1945/46	
<u>2</u>	Bagged Wheat	Second Advance	No. 17706
Record of 1st and 2nd Advances— <i>continued.</i>	The Second Advance at 1/- pence		
		per bushel =	£110 : 12 : 5
	Less—Railage as recorded on Certificate		£ 49 : 12 : 8
	has been credited to the account of the person		N.S.W.
	named in the relevant Certificate.		Walker
			£ 60 : 19 : 9
	R. A. LUCAS <i>Bank Stamp and Signature</i>		
	(Stamp)	The Commercial Banking Company of Sydney Limited	10
		Parkes	
		N.S.W.	

Australian Wheat Board	No. 9 Pool—Season 1945/46	
Bagged Wheat	Second Advance	No. 745
The Second Advance at 1/- pence		
	per bushel =	£5 : 17 : 10
Less—Railage as recorded on Certificate		£2 : 13 : 2
has been credited to the account of the person		N.S.W.
named in the relevant Certificate		£3 : 4 : 8
		Bunge
R. A. LUCAS <i>Bank Stamp and Signature.</i>		20
(Stamp)	The Commercial Banking Company of Sydney Limited	
	Parkes	
	N.S.W.	

Australian Wheat Board	No. 9 Pool—Season 1945/46		Kelly
Silo Wheat	First Advance	£ s. d.	No. 35643
First Advance on 2829 bushels 24 lbs. at 4/1	per bus.	577 13 5	
Less—Dockages shown on Claim for .....			N.S.W.
Compensation .....			Walker 30
Cornsacks supplied by A.W.B. ....			(Stamp)
Liens, etc., paid to.....			The
The Net Amount of First Advance has been			Commercial
credited to the account of the person named on			Banking
the relevant Certificate.		£577 13 5	Company of
			Sydney
			Limited
			Parkes
			N.S.W.

Five hundred and Seventy-seven Pounds		
Thirteen Shillings Five Pence		
Endorsement on Back—	F. HUTTON	40
	<i>Bank Stamp and Signature</i>	
(Stamp)	The Commercial Banking	
	Co. of Syd. Ltd.	
	0067—Feb. 46	
	Parkes—N.S.W.	
	Not Negotiable	

Australian Wheat Board No. 9 Pool—Season 1945/46		Kelly	Exhibits
Silo Wheat	First Advance	£ s. d.	No. 35644
First Advance on 482 bushels	04 lbs. at 4/1		2
	per bus.	98 8 5	Record of 1st and 2nd Advances— <i>continued.</i>
Less—Dockages shown on Claim for	.....		N.S.W. Walker
Compensation	.....		(Stamp)
Cornsacks supplied by A.W.B.	.....		The
Liens, etc., paid to.....	.....		Commercial
.....	.....		Banking
10 The Net Amount of First Advance has been credited to the account of the person named on the relevant certificate.		<u>£98 8 5</u>	Co. of Sydney Limited.
Ninety-Eight Pounds			Parkes
Eight Shillings Five Pence			N.S.W.

Endorsed on Back—

F. HUTTON  
*Bank Stamp and Signature*

(Stamp)  
20 The Commercial Banking  
Co. of Syd. Ltd.  
0067—Feb. 46  
Parkes—N.S.W.  
Not Negotiable.

Australian Wheat Board No. 9 Pool—Season 1945/46		B. 1
Silo Wheat	First Advance	£ s. d.
First Advance on 474 bushels	52 lbs. at 4/1	No. 20732
	per bus.	96 19 0
Less—Dockages shown on Claim for	.....	N.S.W. Bunge
Compensation	.....	
30 Cornsacks supplied by A.W.B.	.....	(Stamp)
Liens, etc., paid to.....	.....	The
.....	.....	Commercial
The Net Amount of First Advance has been credited to the account of the person named on the relevant certificate.		<u>£96 19 0</u>
Ninety-Six Pounds		Banking
Nineteen Shillings .....Pence		Co. of Sydney Limited.
		Parkes
		N.S.W.

40

Endorsed on Back—

F. HUTTON  
*Bank Stamp and Signature*

(Stamp)  
The Commercial Banking  
Co. of Syd. Ltd.  
0063—Feb. 6  
Parkes—N.S.W.  
Not Negotiable.

Exhibits	Australian Wheat Board	No. 9 Pool—Season 1945/46			3
2 Record of 1st and 2nd Advances— <i>continued.</i>	Bagged Wheat	First Advance	£	s. d.	Kelly No. 16984
	First Advance on 8168 bus. 32 lbs. at 4/4	per bushel	1769	16 11	
	Less—Dockages shown on Claim for .....	Compensation .....			N.S.W. Walker
	Cornsacks supplied by A.W.B.	87 18 7			(Stamp)
	Liens, etc., paid to.....	.....			The
	.....	.....			Commercial 10
	The Net Amount of First Advance has been	87 18 7			Banking
	credited to the account of the person named on				Co. of
	the relevant certificate.	£1681 18 4			Sydney Parkes
	One thousand six hundred and eighty-one Pounds				N.S.W.
	Eighteen Shillings Four Pence				
	Endorsed on Back—				H. C. MITCHELL <i>Bank Stamp and Signature</i>
(Stamp)	The Commercial Banking	Co. of Syd. Ltd.			20
	383—30 Jan. 1946	Parkes			

Exhibits	Australian Wheat Board	No. 9 Pool—Season 1945/46			Kelly
2 Record of 1st and 2nd Advances— <i>continued.</i>	Bagged Wheat	First Advance	£	s. d.	No. 17706
	First Advance on 2212 bushels 28 lbs. at 4/4	per bus.	479	7 4	
	Less—Dockages shown on Claim for .....	Compensation .....			N.S.W. Walker
	Cornsacks supplied by A.W.B.	.....			(Stamp) 30
	Liens, etc., paid to.....	.....			The
	.....	.....			Commercial
	The Net Amount of First Advance has been	479 7 4			Banking
	credited to the account of the person named on				Co. of
	the relevant certificate.	£479 7 4			Sydney Limited.
	Four Hundred and Seventy Nine Pounds				Parkes
	Seven Shillings Four Pence				N.S.W.
	Endorsed on Back—				F. HUTTON <i>Bank Stamp and Signature</i> 40
(Stamp)	The Commercial Banking	Co. of Syd. Ltd.			50
	0030—Feb. 46	Parkes—N.S.W.			
	Not Negotiable				

Australian Wheat Board	No. 9 Pool—Season 1945/46				B.I.	Exhibits
Bagged Wheat	First Advance	£	s.	d.	No. 745	—
						2
First Advance on 117 bushels 50 lbs. at 4/4	per bus.	25	10	7		Record of 1st and 2nd Advances—
Less—Dockages shown on Claim for .....	.....				N.S.W.	<i>continued.</i>
Compensation .....	.....				Bunge	
Cornsacks supplied by A.W.B. ....	.....				(Stamp)	
Liens, etc., paid to.....	.....				The	
.....	.....				Commercial	
10 The Net Amount of First Advance has been	credited to the account of the person named on				Banking	
the relevant certificate.		£25	10	7	Co. of	
					Sydney	
					Limited	
					Parkes	
Twenty-Five Pounds					N.S.W.	
Ten Shillings Seven Pence						

F. HUTTON  
*Bank Stamp and Signature*

Endorsed on Back—

20 The Commercial Banking  
Co. of Syd. Ltd.  
0028—1 Feb. 46  
Parkes—N.S.W.  
Not Negotiable

**Exhibit No. 3.—Letter Nelungaloo to the Commercial Banking Company of Sydney dated 26th November 1946 and reply thereto dated 27th November 1946.**

30	(A)	56 Wentworth Rd. Burwood.	Exhibits 3 Letter Nelungaloo to the Commercial Banking Co. of Sydney dated 26th November 1946 and reply thereto dated 27th November 1946.
		November 26/1946.	
		Manager Commercial Banking Co. of Sydney Parkes	

Dear Sir,

Regarding Wheat Warrants held by you in the name of Nelungaloo Pty. Limited. No. 9 and other Pools. Will you please Refuse to Accept

Exhibits any further advances that may be tendered to you by the Australian Wheat Board or the Commonwealth Government on account of such warrants.

3

Letter  
Nelungaloo  
to the  
Commercial  
Banking  
Co. of  
Sydney  
dated 26th  
November  
1946 and  
reply  
thereto  
dated 27th  
November  
1946

Thanking you in anticipation,

Yours faithfully,  
per H. K. NOCK, *Governing Director.*

\* \* \* \*

No. 97

(B)

The Commercial Banking Company of Sydney Limited  
Parkes N.S.W.

27th November, 1946. 10

The Governing Director,  
Nelungaloo Pty. Ltd.,  
56 Wentworth Road,  
Burwood.

Dear Sir,

We are in receipt of your letter of 26th instant, and the instructions contained therein have been noted.

Yours faithfully,

M. MUNRO  
*Manager.* 20

Exhibits

4

Extract  
from  
Common-  
wealth  
Gazette  
dated 30th  
January  
1947.

**Exhibit No. 4.—Extract from Commonwealth Gazette dated 30th January 1947**

WHEAT TAX ACT 1946.

PROVISIONAL RATE—1945-46 CROP.

In accordance with the provisions of section 5 of the Wheat Tax Act 1946, I hereby notify that the rate of tax (in that section referred to as "the provisional rate") in respect of wheat of the season commencing on the first day of October, 1945, is One shilling and one and one-eighth pence (1s. 1 $\frac{1}{8}$ d.) per bushel.

Dated this 17th day of January, 1947.

R. T. POLLARD  
*Minister of State for Commerce and Agriculture.* 30

Exhibit No. 5. Two Forms of Miller's "F.A." Return to the Australian Wheat Board, New South Wales and Victorian Section.

**AUSTRALIAN WHEAT BOARD**  
(VICTORIAN SECTION)

Miller's F.A. Return No.

Fortnight Ending 194

Exhibits

Two Forms of Miller's "F.A." Return to the Australian Wheat Board, New South Wales and Victorian Section.

Mill

Order Advice No. to L.R.	Licensed Receiver	Previously Advised		Receivels for Fortnight		Total Receivels to Date		Bushels	lbs.	at Per. Bush	£	s.	d.
		Bags	Bushels	Bags	Bushels	Bags	Bushels						
	Forward Prev. Season												
	A. W. B.												
	Bunge												
	Darling												
	Dreyfus												
	Group												
	Kimpton												
	V.W.C.												
	Grain Elev. Board												
	Gross Totals												
	Less weight of bags, 2 1/2 lb. each												
	Nett Totals												

**1 - Wheat Receivels**

**2 - LESS PAYMENTS**

Previously Paid For.	Bags	Bushels
Paid For This Return.	Bags	Bushels

**3 - Stocks**

Wheat Gristed to Date For Flour	Meal	Wheat Sales to Date	Stocks	Receivels as Sect. 1	Diff. to be Adjusted

STOCK SUMMARY		CORN SACKS		Balance to be Paid For	
Bushels	bs.	Pool No.	Pool No.	Pool No.	Pool No.
Wheat Gristed to Date For Flour					
Meal					
Wheat Sales to Date					
Stocks					
Receivels as Sect. 1					
Diff. to be Adjusted					

FLOUR MADE		MEAL MADE		WHEAT GRISTED		For Flour		For Meal	
Tons	lbs.	Tons	lbs.	Grain Rate	Bushels	Grain Rate	Bushels	Bushels	lbs.
Previously Advised									
Made for Fortnight									
Total Made for Season									
Less Paid For									
Prev. Advised									
This Return									
Balance to be paid for									
+ Paid for, not yet deliv'd.									
Total Stocks									

4 - Payments for Wheat		5 - Payment for Bags	
EXPORT FLOUR	Wheat equivalent of actual and anticipated deliveries (Vide Clause 17a M.A.)	Bags at	per Doz. £
Vessel or Contract	Tons		
Grain Rate	lbs.		
Total Export			
LOCAL FLOUR	Wheat equivalent		
Non Taxable			
Taxable			
LOCAL MEAL	Wheat equivalent		
Non Taxable			
Taxable			
WHEAT SALES	Human Consumption		
	Whole Wheat for Stock Feeding		
	Crushed Wheat for Stock Feeding		
	Total Payments for Wheat		
Gross Total Payment for Wheat and Bags			
Less Railrage on			
NETT PAYMENT			
LESS PROFORMA PAYMENT			
ADJUSTMENTS			
PAYMENT			
PLUS BANK EXCHANGE			
CHEQUE HEREWITH			

I We hereby certify that the Details and Calculations shown in this Return are true and correct in every particular.

Signature



**Australian Wheat Board**  
NEW SOUTH WALES

**1. - WHEAT RECEIVALS**

Licensed Receiver	Previously Advised		Receivab For Fortnight		Total Receivab To Date	
	Bags	Bushells	Bags	Bushells	Bags	Bushells
Brit Fwd. Prev. Season						
BUNGE						
DALGETY						
DARLING						
DREYFUS						
F & C						
HEMPHILL						
SULLIVAN						
L. WALKER						
Ex Country Elevators, Ex Terminal Elevators						
<b>GROSS TOTALS</b>						
Less Weight of Bags at 21 lbs. each						
<b>NETT TOTALS</b>						

**2. - LESS PAYMENTS**

Previously Paid For	Bags	Bushells	lbs.
Paid For This Return			
<b>Balance To Be Paid For</b>			

**3. - STOCKS**

CORNSACKS	No.	Pool	No.	Pool	No.	Pool	No.	Pool	TOTAL
Receivab									
Payments									
<b>Balance To Be Paid For</b>									

**FLOUR MADE**

Previously Advised	Mtd. for Fortnight	Total for Season	Less Paid For	Prev. Adv. This F.A.	Balance to be paid for Plus: Paid For Net Yet Delivered	Total Stocks	MEAL MADE		HUMAN CONSUMPTION	
							Tons	lbs.	Tons	lbs.

I/We hereby certify that the details and calculations shown in this return are true and correct in every particular.

**Miller FA Return No.** .....

Mill	at	Fortnight ending	19

**4. - PAYMENTS FOR WHEAT**

EXPORT FLOUR - Wheat equivalent of anticipated deliveries for week ending	Tons @	Bushels per ton	Contract No.	lbs.	Bushels	per Bush	£	s.	d.
LOCAL FLOUR - Wheat equivalent of									
LOCAL MEAL - FOR STOCK - Wheat equivalent of									
LOCAL MEAL - Human Consumption eat equivalent of									
<b>Total Export</b>									

**5. - PAYMENT FOR BAGS**

WHEAT SALES	Total Payments For Wheat
Bags @	per dozen £
Bags @	per dozen £
<b>GROSS TOTAL PAYMENT FOR WHEAT &amp; BAGS</b>	Bushels @
Less: Railage on	per bushel

**WHEAT SALES**

WHEAT SALES	For Flour	For Stock Meal	For Human Consumption	WHEAT SALES
Previously Advised				
Total Grated for Fortnight				
Total Grated for Season				
<b>WHEAT STOCKS</b>				
ACTUAL IN BAGS				
ACTUAL IN RINS				
As Flour @				
As Stock Meal @				
As H/C Meal @				
Total Stocks as Wheat				

FOR A.W.B. USE  
Rec. No. Cal. & Add. Contracts  
Errors Adv'd FD No. B/Fwd.

Exhibits  
3  
Two Forms of Miller's "F.A." Return to the Australian Wheat Board, New South Wales and Victorian Section.



**Exhibit No. 6.—Copy Form of Australian Wheat Board Miller's Agreement.**

Exhibits

6

Copy Form  
of  
Australian  
Wheat  
Board  
Miller's  
Agreement**AUSTRALIAN WHEAT BOARD.****MILLERS' AGREEMENT.**

AN AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ having  
 BETWEEN \_\_\_\_\_  
 registered office and principal place of business at \_\_\_\_\_  
 in the State of \_\_\_\_\_ and carrying on the business  
 of a Miller and Proprietor of Flour Mills at \_\_\_\_\_  
 (hereinafter referred to as "the Miller") of the one part AND the  
 10 AUSTRALIAN WHEAT BOARD a body corporate constituted under the  
 Commonwealth Wheat Acquisition Regulations and having its office and  
 principal place of business at 515 Collins Street, Melbourne in the State of  
 Victoria (hereinafter referred to as "the Board") of the other part  
 WHEREAS the Miller has requested the Board to supply him from time to  
 time with wheat at each of his said Mills for the period from 1st November,  
 1945 to 31st October, 1946 which period shall be deemed to be the  
 currency of this Agreement AND WHEREAS the terms and conditions of  
 the supply of any wheat that may be supplied by the Board to the Miller  
 have been agreed upon NOW IT IS HEREBY AGREED AS FOLLOWS :—

## 20 1. DEFINITIONS.

" Price " means an amount per bushel on a bulk trucks.....  
 basis.

" Depot " means any place to which wheat is removed from the  
 station at which it was received by the Board but does not  
 include the mill at which the wheat is gristed.

" Wheat " unless otherwise specifically referred to shall mean all  
 or any part of the wheat held by the Board on behalf of the  
 Commonwealth of Australia.

30 " F.A.Q." means Fair Average Quality of the respective seasons  
 in the respective States.

" B.M.Q." means wheat below millable quality and apart from  
 some inherent defect rendering the wheat unfit for milling,  
 wheat in respect of which a dockage in excess of 3d. per  
 bushel is assessed and wheat weighing less than 58 lbs. to the  
 bushel as ascertained by the Australian standard Chondro-  
 meter shall be deemed to be below millable quality.

" Flour " means all products gristed from Wheat including semolina  
 and meal but not including bran and pollard.

Exhibits  
 ———  
 6  
 Copy Form  
 of  
 Australian  
 Wheat  
 Board  
 Miller's  
 Agree-  
 ment—  
*continued.*

2. Wheat delivered to the Miller may be wheat of any season and of any State, or may be wheat from the crops of different seasons. Subject to Clause 4 hereof the wheat so delivered shall not be B.M.Q. and the Miller shall be entitled to a dockage on wheat which is not equal to F.A.Q. of its respective season and State. The Miller shall not be entitled to compensation for any geographical disadvantage of any Mill.

3. The quality of the Wheat delivered to the Miller in accordance with Clauses 2 and 5 shall be determined in respect of each season's wheat on the bulk of each day's deliveries or rake of trucks at the Mills but individual bags or bulk trucks B.M.Q. may be rejected. If the bulk of the day's deliveries or rake of trucks is below F.A.Q. of the respective season after excluding any bags or trucks of B.M.Q., the Miller and the Licensed Receiver delivering such wheat may agree as to the dockage to be imposed subject to the ratification of the State Superintendent to whom each party shall submit a sample. In the event of a dispute between the Miller and the Licensed Receiver either as to the amount of dockage or as to the wheat being B.M.Q., the State Superintendent shall decide the matter, but if the Miller or the Licensed Receiver does not accept the decision of the State Superintendent the matter shall be settled in manner provided in Clause 28, and the Licensed Receiver shall be included as a party to the Arbitration. 10 20

4. If for any reason the Board considers that it is in the national interest that wheat other than F.A.Q. of any season or that B.M.Q. wheat shall be gristed by the Miller, the latter shall grist such wheat as instructed by the Board provided that any special loss or damage occasioned to the Miller by the gristing of such wheat shall be recouped to the Miller by the Board. If the Board and the Miller are unable to agree as to whether any special loss has been occasioned to the Miller or as to the amount to be paid in respect of any special loss or damage, the matter shall be settled in manner provided by Clause 28 hereof. 30

5. The Miller shall receive and store at each of his Mills such wheat as may be delivered by the Board up to the quantities set out in Schedule I hereto but the Board shall pay to the Miller a sum equal to one penny per bushel on the maximum number of bushels in storage at any one time during the currency of this Agreement in excess of four weeks' gristing capacity of each of his Mills. The Miller shall immediately notify the Board of any alterations in the storage or gristing capacity as set out in Schedule I attached hereto.

6. Delivering, sampling and weighing of wheat shall be as customary in the State in which the Mills are situated unless otherwise approved by the Board in writing. 40

7. (a) The Miller shall unload from trucks complying therein with all railway regulations relating thereto receive into each of his Mills and handle and store all such wheat as shall be delivered to his Mills under

- this Agreement and the Miller agrees to indemnify the Board against all loss and damage after delivery to all wheat which is not purchased from the Board as hereinafter provided or to the products of any such wheat as may have been gristed but not purchased from the Board as herein provided arising from any cause except in the case of such wheat only loss or damage occasioned by any of the risks set out in Schedule 2 hereto or by the King's enemies riots or civil commotions or hostilities or warlike operations but the Board having included such wheat in its Policy of Insurance, covering the risks set out in Schedule 2 hereto the Miller shall
- 10 comply with all the terms and conditions of such policy as set out in the said Schedule. The Miller shall pay to the Board the proportion of premium applicable to such wheat as may be stored at his Mills up to four weeks' gristing capacity of his Mills. The Miller shall insure separately for a sum at least equal to the full market value of the wheat equivalent thereof as declared by the Board from time to time all flour and offal in the joint names of the Board and the Miller with an Insurance Office approved by the Board and the Policy and Premium Receipts covering such Insurance shall be available for inspection by the Board at all reasonable times.
- 20 (b) The Miller shall hand to the person nominated by the Board or forward to such person each day an acknowledgement of the full quantity of wheat received in respect of each of the Mills during the preceding 24 hours and of the quality thereof ; provided that the Board may have its own representative or nominee at each of the Mills for the purpose of checking the weight, quality and condition of the wheat received each day and the Miller shall give such representative every necessary facility.
- 30 (c) Unless otherwise arranged with the Board in writing, the Miller shall set aside any B.M.Q. wheat and unless purchased by the Miller from the Board such wheat shall be loaded by the Miller into trucks and consigned in accordance with the Board's instructions and the Board shall pay to the Miller three farthings for each bushel of B.M.Q. wheat so loaded and so consigned.
- (d) (i) The Miller shall check and pay all accounts for railage from sending station (whether such sending station be an original sending station or a depot) to point of delivery on any wheat delivered to him by the Board and on application by the Miller the Board shall make an advance to the Miller for rail freight properly incurred and paid on wheat received by the Miller calculated at a rate per bushel as shall be mutually agreed upon.
- 40 (d) (ii) The Miller shall be responsible for and pay demurrage if he fails to discharge in any one day the trucks delivered to him by the Railways provided that if the Board is satisfied that he used every endeavour to discharge all the trucks so delivered he shall not be responsible for demurrage in excess of the number stipulated by him as his daily requirement.

Exhibits  
 ———  
 6  
 Copy Form  
 of  
 Australian  
 Wheat  
 Board  
 Miller's  
 Agree-  
 ment—  
*continued.*

Exhibits  
 —  
 6  
 Copy Form  
 of  
 Australian  
 Wheat  
 Board  
 Miller's  
 Agree-  
 ment—  
*continued.*

Dead freight or demurrage not the responsibility of the Miller but paid by him to the Railways with the approval of the Board shall be refunded by the Board. Any dispute arising under this sub-clause shall be settled in manner provided by Clause 28 hereof.

(e) The Miller shall take every care to safeguard the right of the Board to the property in all wheat held by the Miller in storage and should any party claim or endeavour to make claim to any of such wheat the Miller shall immediately inform the Board thereof.

8. (a) If after taking into consideration the Board's requirements to supply users of wheat generally in Australia the Board is at any time 10 of opinion that there is insufficient wheat available to supply all such Millers from their respective normal sending stations the Board may deliver to the Miller and to such other Millers as it thinks fit wheat from depots or other locations. In any such case the extra cost for railage from depot or other location to Mill and all other charges incurred in and about delivering the wheat on trucks at Mill shall at the Board's discretion having regard to the charges incurred by the Miller in past seasons be charged to the Miller or be pooled and charged to all Millers in such State on an equal per bushel basis.

(b) If at any time wheat other than wheat in depots is available 20 to meet the requirements of users of wheat generally in Australia but the Board elects notwithstanding to deliver wheat from depots to the Miller, the Board shall bear the extra cost for railage from depot to mill and all other charges incurred in and about delivering the wheat on trucks at mill. Should the delivery of such wheat prevent the Miller from obtaining the benefit of the customary through the mill rate the Miller shall be entitled to include an agreed loss as part of the extra cost to be borne by the Board hereunder. Wheat shall be deemed to be not available within the meaning of this clause if transport shall be, at any time, abnormally difficult or 30 expensive.

(c) If there is sufficient wheat at normal sending stations to supply the Miller but the Miller requests delivery from the Board other than by trucking from such stations or from a country depot, the Board at its sole discretion may deliver from such source as the Miller may request but the Miller shall pay such costs as the Board may determine in respect of such wheat so delivered.

(d) Clause 17 (b) of this Agreement shall be read subject to this Clause 8.

9. Except as provided otherwise in this Agreement the cost of receiving unloading and handling into and out of each Mill and all other charges in 40 connection with the reception and redelivery and storage of wheat shall be borne by the Miller. In the event of fire or any accident to any Mill or its works rendering it impossible for the Miller to continue to store wheat at the said Mill, all wheat delivered to it under this Agreement but not gristed prior

to such fire or accident shall be put on rails by the Miller at his own expense to the order of the Board, but the cost of railage of such wheat to and from the Mill siding shall be borne by the Board.

Exhibits  
—  
6  
Copy Form  
of  
Australian  
Wheat  
Board  
Miller's  
Agree-  
ment—  
*continued.*

10 10. If wheat has become wet in transit the Miller in collaboration with the Licensed Receiver who consigned such wheat shall take steps to have the wheat dried out at as small a cost as possible to the Board or shall otherwise deal with such wheat as is usual and proper and shall report to the Board whether the Consignment Note was marked " tarp. not available " or not. The weight of any wet bags to be adjusted to the dry weight, namely,  $2\frac{1}{4}$  lbs. per bag.

20 11. Wheat delivered to the Miller shall not become the property of the Miller. The Miller shall hold all such wheat and the products of any wheat except Bran and Pollard that may have been gristed but not purchased and paid for as agent for and on behalf of the Board, and the Board may in its absolute discretion by notice in writing require the Miller to redeliver any of the wheat supplied by the Board and stored by the Miller whereupon the Miller shall place such wheat on rails as instructed by the Board and the Board shall pay to the Miller the sum of one penny per bushel in full payment for all work carried out in connection with the wheat so redelivered and the cost of railage of such wheat to and from the mill shall be borne by the Board.

12. The Board by itself or through its Agent or Nominee shall have the right to inspect all sites and all buildings on or in which wheat received by the Miller from the Board is or is proposed to be stored, and if required by the Board the Miller shall lease at a peppercorn rental to the Board such storage sites and/or buildings so that the wheat is for all intents and purposes technically in the possession of the Board. The Miller shall store old season's wheat separately from new season's wheat if so required by the Board.

30 13. All bags ex Bagged Wheat delivered to the Miller shall be purchased by the Miller at prices to be fixed from time to time by the Board on the recommendation of a Committee comprising one representative nominated by the Federal Council of Flour Millowners, and the General Manager of the Board, provided that all sound No. 1 Secondhand Sacks purchased under this arrangement by the Miller surplus to his requirements for his own use for packing his products shall be sold to the Board at a price to be fixed from time to time by the said Committee. The Miller shall purchase from the Board all his requirements of No. 1 Secondhand Sacks at the prices so fixed plus fourpence-halfpenny per dozen delivered to his Mills if the Board has sacks available. The Miller shall properly grade, bundle as customary, and deliver on trucks and consign at the station or siding nearest the Mill or to the order of the Board, all Sacks purchased by the Board under this arrangement.

Exhibits  
 6  
 Copy Form  
 of  
 Australian  
 Wheat  
 Board  
 Miller's  
 Agree-  
 ment—  
*continued.*

14. Subject to Clause 8, the price to be paid by the Miller for the wheat equivalent of flour delivered by him during each week for the local consumption shall be the price fixed by the Board in operation on the first working day of that week.

15. The Miller shall keep such records and books and furnish such returns as will enable the Board to check the gristing of the Miller and the receipt of wheat into each of his Mills and the Miller shall allow the Board or its representatives to examine such books and records at all reasonable times and also from time to time and at all reasonable times to enter into and upon the premises of the Miller and inspect and take stock of all wheat and flour therein or thereon. 10

16. Each fortnight or at intervals determined by the Board the Miller shall submit to the Board a return setting out the following particulars :

- (a) The quantity of flour delivered for local consumption by the Miller during the preceding fortnight, ending midnight on Sunday, and the wheat equivalent thereof calculated on the basis of 48 bushels of wheat per ton (of 2,000 lbs.) of flour or upon such other quantitative basis as may be mutually agreed. "Delivered for local consumption" means delivery from the Mill and/or from such store or stores owned, leased or rented by the Miller as have been approved by the Board. 20
- (b) The quantity of flour delivered from the Mill for export from the Commonwealth during the preceding fortnight, ending midnight on Sunday.
- (c) (i) The Total quantity of wheat gristed during the said fortnight calculated on the basis of 48 bushels of wheat per ton (2,000 lbs.) of flour, or upon such other quantitative basis as may be mutually agreed upon.  
 (ii) The total quantity of flour manufactured during the said 30 fortnight.
- (d) The total quantity, including the number of bags, of wheat sold and delivered as wheat during the said fortnight and when required by the Board the purpose for which the wheat has been sold.
- (e) The stocks of wheat and flour on hand at midnight on the Sunday last preceding.
- (f) The number of bags ex the Bagged Wheat emptied during the said fortnight.

17. (a) The Miller on making the return aforesaid, shall pay to the Board for : 40

- (i) The quantity of wheat gristed and specified under Clause 16 (a) at the price fixed in accordance with Clause 14.

Exhibits  
6  
Copy Form  
of  
Australian  
Wheat  
Board  
Miller's  
Agree-  
ment—  
*continued.*

- (ii) The quantity of wheat sold and specified under Clause 16 (d) at the price or prices fixed by the Board for such sales from time to time.
- (iii) The wheat equivalent of any flour to be exported from the Commonwealth by him during the week commencing on the Monday in which such return is made, at the price or prices at which the wheat was sold to the Miller by the Board for that specific shipment.
- 10 (iv) The bags specified in Clause 16 (f) at the prices fixed in accordance with Clause 13.

(b) (i) Subject to Clause 7 the Miller shall be entitled to deduct from the gross total payment for wheat and bags an amount for railage on the wheat and/or bags specified in Clause 17 (a) calculated at a rate per bushel to be agreed upon, and which shall be equivalent to rail freight from average sending station to.....Less any advance made under Clause 7 (d) (i). At the termination of this Agreement an adjustment shall be made between the total amount deducted and/or advanced for railage, and the amount equal to the railage on that wheat and/or bags from the respective sending stations to.....  
 20 provided that if the Miller requires, and the Board supplies wheat from a sending station from which wheat is customarily exported through another port, the amount to be deducted for railage as aforesaid shall be the railage from such sending station to its customary port for export.

(ii) The Miller shall also be entitled to deduct the amount of the pro forma payment made in the preceding week as provided in Clause 17 (f).

(c) The quantity of wheat and bags to be accounted or paid for by the Miller during the currency of this Agreement shall be the total quantity delivered to his Mills under this Agreement, and for the purpose  
 30 of this Clause adjustments shall be made from time to time as may be required by the Board or upon termination of this Agreement.

(d) Flour shall be deemed to be shipped for export from the Commonwealth when it is shipped or consigned to any destination other than one of the six States of the Commonwealth or a Commonwealth territory on the mainland of Australia.

(e) Where the Miller has purchased wheat for flour or for export either by himself or by some other person, he shall when the relevant flour has been shipped produce to the Board evidence to the satisfaction of the Board that the said flour was exported to the destination nominated by  
 40 the Miller when purchasing such wheat from the Board.

(f) In the intervening weeks when the return specified in Clause 16 is not due the Miller shall make a pro forma payment to the Board for the wheat equivalent of flour delivered for local consumption in

Exhibits  
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the first week of the fortnight and the wheat equivalent of any flour to be exported during the second week of the fortnight at the prices fixed in accordance with this Agreement.

18. Except as provided in Clause 17 (b) hereof the Miller shall not be entitled to make from any weekly payment any deduction whatever in respect of any claim which he may allege he has or which he may have in respect of any wheat purchased or otherwise howsoever.

19.—If payment together with the return set out in Clause 16 and payment specified in Clause 17 (f) is not posted to the Board on Tuesday or delivered to the Office of the Board by 5 p.m. on Wednesday of the week in which payment is due, interest shall accrue and be payable at the rate of 10% per annum from the Wednesday of that week, except when a holiday or holidays occur on the Monday and/or Tuesday when an extra day shall be allowed for each such holiday, and if the Miller shall fail to pay before 5 p.m. on the Thursday of the week in which payment was due, the Board may prohibit the Miller from gristing any further wheat at any of the said Mills and the Bond referred to in Clause 24 hereof shall thereupon become enforceable provided that the Board may in its absolute discretion make such arrangements with the Miller for extended payment if special circumstances warrant as the Board sees fit and the Board is satisfied that payment will not be endangered thereby.

20.—If in the opinion of the Board the quantity of wheat gristed but not paid for by the Miller is not or will not be adequately covered by the Bond as provided in Clause 24 hereof together with such other security as the Miller may have provided the Board may either prohibit the gristing of any further wheat by the Miller or restrict such gristing to such quantity as the Board shall consider safe until such time as the Miller shall provide security satisfactory to the Board.

21. The Miller shall promptly and faithfully comply with all instructions and directions which may be given to him by the Board or its officers in relation to the performance of the work undertaken by him under this Agreement and the accounting for the wheat received by him thereunder, and will do all such work in a proper workmanlike and businesslike manner. In the event of a Miller failing for a period of seven days to comply with such instructions and directions the Board may (without prejudice to any other remedy which it may have) prohibit the Miller from gristing any further wheat.

22. In the event of the Board prohibiting or restricting the gristing of wheat as mentioned in the last three preceding clauses the Miller shall forthwith cease to grist wheat or (as the case may be) cease to grist wheat in excess of the limit fixed by the Board but shall continue to store all wheat then in each of his Mills during the currency of this Agreement and



until the Board shall require same and shall when requested by the Board load such wheat into trucks and consign to the order of the Board at his own expense. If the Miller shall not promptly and faithfully carry out the instructions of the Board under this Clause, then the Board (without prejudice to any other remedy which it may have) may by its officers or servants, who shall for this purpose have full right of ingress or egress to and from each of the said Mill premises at all reasonable hours, remove the said wheat. The cost and expense of removing the wheat shall be borne by the Miller either entirely or in such proportion as the Board may decide.

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10      23. The Miller shall not assign the benefit of this Agreement or any of his rights hereunder to any person or corporation without the consent in writing of the Board previously had and obtained and it shall be a condition of the granting of any such consent that the Miller shall procure from any Assignee a Deed of Covenant to the Board whereby the Assignee shall become bound duly to observe and perform the obligations of the Miller under this Agreement, provided that the consent of the Board shall not be unreasonably withheld.

20      24. As a guarantee of and to ensure the due performance and observance of the conditions of this Agreement and for the prompt payment wheat purchased under the terms hereof the Miller shall enter into a joint and several bond himself with a surety to be approved of in writing by the Board for a sum calculated at.....bushels of wheat being the aggregate gristing capacity of his said Mills during the period of six weeks at four shillings and six pence per bushel on trucks.....basis. If the value of wheat increases above four shillings and six pence per bushel the Miller shall forthwith on demand enter into a similar additional bond covering the increase in value. Notwithstanding anything hereinbefore contained the liability of the Miller shall not be limited to any amount expressed in the Bond and the liability of the surety shall not be limited  
30 to the payment of any amount per bushel but shall extend to the full amount expressed in the bond irrespective of the value of wheat from time to time.

40      25. In the event of the Miller making default in the due performance and observance of any of his obligations under this Agreement and such default continuing for seven days or if the Miller shall become bankrupt or be wound up or go into voluntary liquidation save for the purpose of reconstructions or amalgamation the Board may take possession and assume control in each of the Mills of all wheat and gristed products of wheat then being the property of the Board by virtue of this Agreement. AND for the purpose aforesaid the Miller hereby empowers the Board to enter each of the Mill premises at any time of the day or night for the purposes of seizing and removing such wheat and gristed products of wheat and the Board or its servants or Agents shall have access at all times to the premises of the Miller in which or upon which same is stored and may use force if necessary in effecting such seizure and removal and the Miller shall have

Exhibits no right of action against the Board or its servants or Agents for any  
 6 damage or loss occasioned by such seizure or removal.

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26. In the event of the Board taking possession and control under Clause 25 hereof of any flour or other gristed product of wheat, it may thereupon or at any time thereafter in its absolute discretion sell or dispose of the same or any part thereof at such price or prices and on such conditions as it may think fit and shall apply the proceeds of any such sale or sales after payment of all expenses of and incidental to the sale in or towards payment of any moneys owing by the Millers to the Board in respect of the wheat equivalent of such flour or other gristed product or otherwise under this Agreement and any surplus remaining in its hands shall be paid to the Miller or to the liquidators or official receiver or trustee in bankruptcy as the case may be. 10

27. If at any time the Board is of opinion that the quantity of wheat which has been delivered to the Miller and is still stored by him as wheat or flour is in excess of a fair proportion having regard to other requirements the Board may by notice in writing require the Miller to re-deliver to the Board in accordance with the provisions of Clause II hereof all or any part of so much of the wheat held in store by the Miller as is in excess of four weeks' gristing capacity of his mills, and the miller shall forthwith re-deliver wheat accordingly to the Board. 20

28. If any dispute or difference shall arise between the Board and the Miller in relation to any matter referred to in Clause 3, Clause 4, or Clause 7 (d) (ii) hereof an attempt shall be made to settle such dispute or difference at a conference between the Miller and the Board or such members of the Board or the Manager or other senior officer of the Board as may be appointed to represent it in that behalf and such conference shall be held within seven days of the request by either party for a conference or within such further time as may be agreed upon and if no such conference is held within such time or if such dispute or difference is not settled at such conference such dispute or difference shall within 21 days from such time or the time when the conference concluded be referred to two arbitrators one of whom shall be appointed by the Board and the other shall be appointed by the Miller. The arbitrators shall enter upon their duties forthwith and if they disagree the matter shall be referred to an umpire to be appointed by them. The decision of the arbitrators or of the umpire as the case may be shall be final and binding upon both parties. The law of the State in which the Miller's head office is situate shall apply to the arbitration except so far as it may be inconsistent with anything herein contained. 30 40

29. It is the intention of the Board that wheat supplied to the Miller under this Agreement shall be available for disposal by the Miller in accordance with the terms of this Agreement but nothing contained in the

Agreement shall imply that the Board shall be compelled to supply wheat to the Miller, and the Board may at any time in its sole discretion prohibit or limit the milling or selling of the wheat and/or the products of the wheat supplied under this Agreement.

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The Common Seal of the Australian  
Wheat Board was hereunto affixed  
in the presence  
.....Member  
.....Secretary

10

MILLERS' AGREEMENT.

SCHEDULE NO. 1

The quantity of wheat which the Board may deliver to the Miller and which the Miller shall store at each of his Mills, referred to in Clause 5 of the Millers' Agreement shall be bushels calculated as follows :

Full Storage Capacity	Bushels
Less Four Weeks' Gristing Capacity	_____
	Bushels
	_____

SCHEDULE NO. 2.

EXTRACTS FROM INSURANCE POLICY ENTERED INTO BY  
AUSTRALIAN WHEAT BOARD.

20

Risks  
Covered.

THE INSURERS hereby agree with the Insured (subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon which shall be taken as part of this Policy) that if the property insured described in the Schedule or any part of such property shall be destroyed damaged or lost by—

30

- (a) Fire, including fire occasioned by or through or in consequence of explosion.
- (b) Lightning.
- (c) Explosion (whether fire ensues or not).
- (d) Theft, pilferage and/or misappropriation.
- (e) Livestock.
- (f) Flood, rain from above, subsidence and/or inundation, and/or tempest and/or water damage.
- (g) Aircraft and/or articles dropped therefrom.
- (h) Fire, collision and/or derailment whilst in transit.

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*continued.*

- (i) Collision of craft and/or vessels with wharves and other structures containing wheat.
- (j) Collapse of stacks and/or structures.

at any time during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Insurers shall have accepted the premium required for the renewal of this Policy the Insurers each for his own part and not one for another will pay or make good all loss or damage as aforesaid such payment to be made in the proportion subscribed by each of US against our respective 10 names.

Property Insured.

Wheat, cornsacks and sacks containing wheat.....owned or held in trust or on commission for which the Insured is liable in event of loss or damage whilst in any building (including wheat in Flour Mills until gristed), in the open air, or whilst in transit by land and/or inland waterway anywhere in the Commonwealth of Australia . . . .

Premium.

3/- % per annum.

Period of Insurance.

From 31st December, 1942 until notice of cancellation.

Occurrence of a Loss.

On the happening of any loss or damage the insured shall 20 forthwith give notice thereof to the Insurers, and shall within fifteen days after the loss or damage, or such further time as the Insurers may in writing allow in that behalf, deliver to the Insurers.

- (a) A claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of property damaged or destroyed or lost, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss 30 or damage, not including profit of any kind.
- (b) Particulars of all other Insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Insurers all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred and any matter touching the liability or the amount of the liability of the Insurers as may be reasonably required by or 40 on behalf of the Insurers together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with.

**Exhibit No. 7.—Form of Australian Wheat Board's Licence to receive  
Wheat No. 9 Pool.**

Exhibits

7

Form of  
Australian  
Wheat  
Board's  
Licence to  
receive  
Wheat  
No. 9  
Pool.

Form " A "

**AUSTRALIAN WHEAT BOARD**

**LICENCE TO RECEIVE WHEAT**

.....  
.....  
incorporated under the.....  
of the State of....., and having

10 its registered office at.....  
in the said State (hereinafter called the Licensee) is hereby licensed to  
receive store and otherwise deal with wheat acquired by the Board on behalf  
of the Commonwealth Government in accordance with the conditions of  
this Licence.

This Licence shall be deemed to have operated and to operate from  
the First day of November, 1945, and shall be in respect only of wheat  
of the 1945/46 harvest, and the word wheat wherever herein appearing  
shall mean the wheat of the 1945/46 harvest grown in the State of New  
South Wales and received from growers by the Licensee at such Railway  
20 Sidings or stations or other places as are specified in Schedule 1 hereto.

The services to be rendered and responsibilities to be undertaken  
by the Licensee shall be such as are enumerated in Schedule 2, or as shall  
be incidental to such services.

The remuneration to be paid to the Licensee for services rendered and  
responsibilities undertaken by the Licensee shall be as approved by the  
Minister and are set out in Schedule 3.

The Board may cancel this Licence at any time it deems fit and may  
do so in whole or in part including the cancellation of the Licence in respect  
of any of the Railway Sidings, Stations or other places contained in  
30 Schedule 1. The Licensee agrees with the Board that while this Licence  
shall remain in force the Licensee will observe and perform all the terms  
of this Licence and the conditions appearing in the Schedules hereto.

The Common Seal of the Australian  
Wheat Board was hereunto affixed  
in the presence of  
..... Member  
..... Secretary

Signed by the Licensee }  
in the presence of } .....

40 .....

## Exhibits

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Form of  
Australian  
Wheat  
Board's  
Licence to  
receive  
Wheat  
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*continued.*

## SCHEDULE 1.

\* . \* \* \*

## SCHEDULE 2.

Form " A "

1. The Licensee will act for and on behalf of the Board in the carrying out of all duties deemed necessary by the Board for the proper and efficient operation of the receiving and subsequent handling and shipping of the wheat, or delivering the wheat to mills or other destinations, and all other services of whatsoever nature in connection with the operation of the Board which the Board shall require the Licensee to do.

2. The Licensee shall—

- (a) At the Sidings enumerated in Schedule 1 receive tally and 10 ascertain the correct weight of bags of wheat tendered, inspect the condition of sacks, sample the grain, impose deductions or dockages as prescribed by the Board, place in trucks and consign or stack in sheds or on dunnage on prepared sites, roof and otherwise protect and care for the stacks, load wheat from stacks into trucks and/or lighters and consign, in accordance with instructions issued by the Board from time to time, clean sites and stack dunnage and other material to the satisfaction of the Board.
- (b) When so instructed by the Board unload from trucks and/or 20 lighters the wheat consigned by him and deliver to ships or into stack or grain store at ports and subsequently deliver ex stack or grain store to ship or other destination.
- (c) Check weight, quality and condition of the wheat at its arrival at the port stack and/or grain store or at ships as instructed by the Board from time to time.
- (d) Deliver the wheat consigned by him to a mill and check weight, quality, and condition of the wheat at its arrival at the mill in accordance with the Board's instructions.
- (e) Keep such records and make such returns in respect of the 30 wheat as the Board may require from time to time and pay or apply all compensation money received by him from the Board in discharging all legal claims for compensation in their due order of priority in accordance with any general or particular directions issued by the Board from time to time and the Licensee shall be liable to account to the Board for any portion of such compensation money paid by him to any person not lawfully entitled thereto, provided that if the Licensee shall have exercised proper care he shall not be responsible for fraud.

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receive  
Wheat  
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- (f) As directed by the Board obtain accounts for railage, check them and certify to their correctness and pass them to the State Superintendent of the Board for payment, take up with the appropriate person and rectify any inaccuracy or omission therein and make good any overpayment made by the Board as a result of error, mistake or inaccuracy on the part of the Licensee.
- 10 (g) Pay all accounts and charges for such services as the Board has agreed in Schedule 3 to reimburse the Licensee at cost, and obtain and supply to the Board supporting vouchers for the expenditure so incurred, and the Board shall thereupon pay such sums to the Licensee, provided that the Board or any person appointed by it may inspect the records of the Licensee at any reasonable time and the Licensee shall give such explanations and information in connection therewith as the Board shall require. In making any such expenditure, the Licensee shall use the utmost economy and in all cases study the interests of the Board, and should any charges be excessive in the opinion of the Board, the Board shall be entitled to question them and if after due enquiry the Board is satisfied that any such charge or charges is or are excessive the Board may reduce the same by such sum as it considers just and such reduced sum shall be the amount which the Licensee shall be entitled to in respect of the item so questioned. If however the Licensee shall dispute the reduction, such dispute shall be submitted to arbitration as hereinafter provided.
- 20
3. The Licensee undertakes—
- 30 (a) To provide all country sites material plant and stationery necessary for the efficient performance of his duties under this Licence.
- (b) To employ servants and agents versed in the work required of them and that the whole of the services shall be performed in a workmanlike and efficient manner with a due realisation that circumstances make it necessary that great care and precaution be taken in caring for the wheat.
- 40 (c) To observe the detailed instructions as to the preparation of sites, the use of material and plant, the physical handling of the wheat, the recording of transactions and all documentary work, issued by the Board from time to time as if they were in fact and they shall be deemed to be part and parcel of this Licence but, subject to Clause 2 (g) if it be found necessary to stack wheat upon back sites, the Board undertakes to recoup the Licensee for any extra costs incurred thereby.

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 Form of  
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*continued.*

## 4. The Licensee shall be responsible to the Board for—

- (a) the aggregate weight and condition of the wheat received and handled by the Licensee and shall make good all loss or damage that may occur in or about or be incidental to the dealings with the wheat provided that condition shall be judged and weight taken upon tendering the wheat for shipment or to a mill or other destination to which wheat has been consigned in accordance with the instructions of the Board and in respect of wheat consigned to any other destination the custom of the trade shall be adopted to determine the weight and condition of such wheat, but if the Licensee shall have faithfully carried out the instructions of the Board in providing proper protection for the wheat the Licensee shall not be responsible for loss or damage not attributable to the neglect or negligence of the Licensee or caused by fire flooding from below storm or tempest workmen's strikes riots or civil commotion, provided that the Licensee shall unless prevented by causes beyond his control have reported such damage to the Board within 24 hours of the happening of the said occurrence or by weevils or by plagues of mice, and the Licensee shall not be required to pay the Board for any loss or damage for which he is held responsible under this Clause, a sum greater than one-eight penny per bushel on the whole of the wheat received and handled by the Licensee and in providing proper protection for the wheat as aforesaid it shall be the duty of the Licensee in the event of any damage as aforesaid or of a definite threat of such damage to take reasonable and necessary steps forthwith to repair such damage or to prevent its extension and to notify the Board as promptly as practicable of such damage or threat of damage and of the steps taken as aforesaid the Board being liable to recoup the Licensee for the proper costs of such steps. The natural increase in the weight of the wheat shall be the property of the Board. The liability of the Licensee under this paragraph shall be in addition to any liability to which he is subject under the provisions of the National Security Act, 1939. 10 20 30
- (b) the quality of wheat delivered by him in accordance with the Board's instructions and shall make good all allowances, deductions or dockages properly claimed and allowed by the Board to buyers of the wheat in Australia or assessed by the Board on the running bulk sample on delivery of the wheat to depots or to ships, but settlement shall not be required of the Licensee before all the wheat received by the Licensee pursuant to this Licence shall have been disposed of and the Licensee shall be liable to pay to the Board in respect of such 40



allowances deductions or dockages only the amount by which the same exceed the aggregate of the dockages made by him on all the wheat in sacks received by him pursuant to this Licence.

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Wheat  
Board's  
Licence to  
receive  
Wheat  
No. 9  
Pool—  
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- (c) the correctness of all documents issued by him on behalf of the Board and/or furnished to the Board, and in particular for the amount of cheques, and/or certificates paid in respect of the wheat received by him and the proper payment of all monies to growers or other persons having proper claim for compensation in accordance with the Regulations or by reason of any State Law or enactment not inconsistent with such Regulations, and the Licensee, subject to the provisions of Clause 2 (e) hereof, shall make good and pay to the proper persons any monies wrongfully paid by the Licensee.
- (d) any railway or ship's demurrage or dead freight incurred which in the opinion of the Board could have been avoided by reasonable care and attention on the part of the Licensee.

5. The Licensee shall not—

20

- (a) except with the consent of the Board given in writing, receive buy sell store stack carry deliver handle or in any manner either directly or indirectly be concerned in dealing with wheat other than in accordance with this Licence.
- (b) knowingly accept delivery of any wheat which has been offered to any other Licensee or his sub-agent in respect of which a dispute has arisen as to quality or condition of wheat or sacks.

30

6. The Licensee may exhibit on any place wherein he shall carry on work under this Licence his name and the fact that he is licensed to receive wheat on behalf of the Board but shall not make any further advertisement by notice circular newspaper publication or otherwise and he shall not offer give or pay directly or indirectly any money goods service or benefit to induce any person to deliver wheat to him.

7. The Licensee shall enter into a joint and several bond by himself and a surety to be approved by the Board for the sum of not more than £20,000 and in such form as the Board may require as a guarantee for the observance and performance by the Licensee and/or its servants and/or its agents of the duties and obligations under this Licence and as an indemnity to the Board against all compensation and damages which may arise out

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*continued.*

of accidents to employees under Common Law or Commonwealth and State Legislation dealing with employers liability to employees or which may become payable to any person by reason of any act or failure to act, on the part of the Licensee.

8. If the Board cancel this licence or any part of it, the Licensee shall make available to the Board all wheat affected thereby and shall permit the Board or its servants or nominees to enter upon any premises that are owned or rented by the Licensee for the purpose of storing wheat and to use such storage and material required therefor and with or without compensation as the Board in its sole discretion may decide, and the Licensee shall deliver to such person or persons as the Board may direct all documents and records pertaining to the wheat or to this licence that the Licensee then has in his possession custody or control and shall render every aid to such person or persons as may be directed by the Board to check weight quality and condition of the wheat and bags, and the responsibility and liability of the Licensee under this Licence shall continue until all wheat and bags have been delivered to and accepted by the Board. 10

9. The obligations of the Licensee under this Licence shall terminate on the 31st day of October, 1946, save as to claims by the Board or the Licensee arising under this Licence prior to such date and unless a further agreement shall have been come to by the Board and the Licensee in respect of any of the wheat received by the Licensee pursuant to this Licence the Board may take for its own use such of the plant and material belonging to the Licensee and at that date being used in respect of wheat of the 1945/46 season, by the Licensee in carrying out the work herein and for such period as the Board thinks fit, and shall pay a rental therefor as provided in Schedule 3 and shall when the Board shall no longer desire to use the same, deliver up the same to the Licensee at the place where the same was taken by the Board in the same order and condition as when taken, reasonable wear and tear excepted. 20 30

10. The Board by itself and/or its Inspectors shall have the right at all reasonable times to inspect and examine the wheat received by the Licensee pursuant to this licence, and the sheds stacking sites and material used in connection therewith and the Licensee shall give the Board every proper facility for this purpose. In the event of any matter being ascertained by such inspector requiring immediately urgent attention the agent or servant of the Licensee in charge of such wheat shall obey the direction of such inspector for the immediate correction of such matter and the Licensee shall issue a general instruction to his agents and servants accordingly. So far as practicable the Board shall employ as inspectors men well experienced in the care and handling of wheat, and except in cases requiring immediate urgent correction as aforesaid the Board shall 40

issue instruction to the Licensee and not to his agent or servant as aforesaid.

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Wheat  
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11. So far as practicable any dispute or difference of opinion arising under this licence, other than disputes relating to quality and condition of wheat and/or sacks, between the Board and the Licensee shall be settled by a conference between the Licensee and the Manager or other senior officer of the Board and by mutual consent the parties may call in any other person or persons to take part in such conference but if after conference or if for seven days after one party shall have invited the other to confer the
- 10 dispute or difference of opinion remains unsettled it shall be referred promptly to the arbitration of a single arbitrator to be nominated by the Board. Such single arbitrator shall be a member of the legal profession in the State in respect of which the licence was issued and save with the consent of the Licensee he shall not be a barrister or solicitor usually consulted or employed by the Board. The arbitration shall be constituted and conducted in accordance with the law in that behalf of the relevant State. The arbitrator shall proceed with due expedition and his decision shall be final and binding upon the Board and the Licensee.

### SCHEDULE 3.

- 20 The remuneration to the Licensee for the services to be rendered as provided in Schedule 2 of this Licence shall be—

1. (a) For renting country stacking sites or shed accommodation, supplying dunnage savealls iron timber and wire for roofing, curtains for screening stacks and sheds and for responsibility for outturn quantity quality and condition of the wheat, country inspection, travelling expenses, rent of offices, administration provision of clerical labour, printing and stationery, insurance of staff, telephone calls, telegrams and postages, provision of bonds, checking railway charges, losses, liabilities, contingencies and the performance generally of all other duties and obligations

### 30 ONE AND ONE-EIGHTH PENCE PER BUSHEL

received and delivered in accordance with the Board's instructions. PROVIDED THAT if the wheat in any stack is not roofed and curtained within a reasonable time, the payment on each bag in any section not so roofed and curtained in such stack shall be reduced by three farthings per bag. The sum of Three-eighths of a penny per bushel has been incorporated in these charges to provide for sites, dunnage, and roofing material based upon two-thirds of the total wheat received by each Licensee being stacked at siding before raling. If more than two-thirds of the wheat received by the Licensee is placed in stack through no fault of the Licensee or his

40 country agent, and remains for not less than one calendar month, a payment

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of three-sixteenths pence per bushel shall be made on each bushel in excess of the two-thirds so stacked and held, provided that if any such wheat is roofed and curtained to the satisfaction of the Board, an additional payment of five-sixteenths pence per bushel shall be made on each bushel in excess of the two-thirds aforesaid so roofed and curtained making one halfpenny per bushel in all, provided that the Board may pay such reduced amount or refuse to pay if the roofing and curtaining is incomplete, or unsatisfactory to the Board. Where wheat received is diverted to a Country Mill or under instructions from the Board is delivered from farmers' waggons to a depot under the control of the Board, either at the seaboard or elsewhere, the total remuneration shall be seven-eighths of a penny per bushel on the wheat so diverted or delivered, of which amount the Licensed Receiver shall allow to his Country Agent three-eighths of a penny per bushel; provided that if the Licensed Receiver and/or his Country Agent shall provide plant, stacking sites, shed accommodation, dunnage or roofing and curtaining materials for the receiving and storing of this wheat, an additional payment shall be made for such facilities provided at a rate to be determined. 10

(b) For rental of any plant and material used by the Board after 31st October, 1946, under conditions of Clause 9 of Schedule 2 :— 20

One-fifth of a penny per bushel, calculated on the bushelage of wheat stacked thereon, provided that—

- (i) where wheat is stacked in sheds and Licensed Receiver only furnishes dunnage, this payment shall be reduced to .07d. per bushel stacked thereon ;
- (ii) where wheat is stacked in the open on dunnage not the property of the Licensed Receiver, this payment shall be reduced to .13d. per bushel stacked thereon.

For rental of sites and sheds for storage of wheat of the 1945/46 harvest after 31st October, 1946—re-imbusement of actual rental costs of sites and sheds necessarily incurred by Licensed Receivers. 30

Where sheds or sites used are the property of the Licensed Receiver the rental basis shall be that normally paid for railway sheds or sites in the States concerned.

2. For payment to Country Agents :—

(a) (i) Preparing country stacking sites or shed accommodation, carting dunnage and roofing material and laying dunnage	.040d. per bus.	
(ii) Lumping into stack	.333d. „ „	40
	.373d.	
		p. bus.

	(b) (i) Trucking from stack	·333d. per bus.	Exhibits
	(ii) Picking up and normal reconditioning and bagging of loose wheat, and cleaning sites—	·030d. „ „	7
	(iii) Picking up and re-stacking dunnage—	·030d. „ „	Form of Australian Wheat Board's Licence to receive Wheat
	(iv) Dismantling roofs and curtains—	·020d. „ „	No. 9 Pool—
			<i>continued.</i>
10	(c) Roofing on quantity actually roofed	·080d. p. bus.	
	(d) Curtaining on quantity actually protected	·030d. p. bus.	
	(e) For provision of plant, clerical work, maintenance, office accommodation, postages, telephones, telegrams, repairs and renewals, maintenance of mouse-proofing, depreciation on plant, travelling expenses	·604d. „ „	
20	(Total payment for services rendered under (a) to (e) one penny halfpenny per bushel.)		

**PROVIDED THAT—**

(i) If any of the services itemised in (a) to (e) above are not performed by the Country Agent, payment as set out above for the services not so performed shall not be made.

(ii) If wheat is trucked direct from farmers' wagons the total payment under this section shall be one penny per bushel and such payment shall be in lieu of the payments set out in (a) to (e) of this section.

“Wheat trucked direct” means—

- 30 (a) Wheat placed direct from the farmers' wagons into railway wagons, or
- (b) wheat placed upon ramp or the ground or temporarily dunnage and subsequently loaded therefrom into trucks.

All wheat received from growers at any station on any day shall be deemed to have been trucked direct to the extent to which wheat was trucked from that station on that day, unless it can be proved to the satisfaction of the Board that trucks were not available to enable the wheat received from Growers on that day to be trucked direct and that it was put into a

Exhibits  
 —  
 7  
 Form of  
 Australian  
 Wheat  
 Board's  
 Licence to  
 receive  
 Wheat  
 No. 9  
 Pool—  
*continued.*

permanent stack and subsequently taken from the permanent stack and trucked. The foregoing figures have been based upon lumping cost of eight shillings and fourpence per one hundred bags. Should there be any alteration in the relevant Award the Board will recoup the Country Agent the difference or reduce the payment if the lumping rate is reduced under such Award. If a Country Agent is unable to obtain labour at the rate of eight shillings and fourpence for one hundred bags or the Award Rate, any increased rate paid by him will only be recouped by the Board if the Board has first in writing approved of the Country Agent paying such increased rate.

10

3. For shipping clerical work and supervision for tallying and sampling at Mills and destinations other than Board depots and furnishing returns to the Board

the sum of ONE-EIGHTH OF A PENNY PER BUSHEL

shipped or delivered in accordance with the Board's instructions provided that if silo wheat is loaded into a ship the payment on such silo wheat shall be One thirtysecond part of a penny per bushel so loaded but the One-eighth of a penny shall still apply to any bagged wheat loaded into such ship.

4. For weighing wheat unless otherwise arranged by the Board 20  
 the sum of threepence per ton on all wheat received from which the Licensee shall reimburse himself for the cost of weighing at country sidings including charges by Railway authorities or Shire Councils.

5. For all other services including provision of bags and twine and labour for rebagging, upending bags wet through no fault of the Licensee or his servants and/or Agents, handling and storing wheat into and out of depots at seaboard or elsewhere, slinging or provision of gantries and any other work which the Board finds it necessary or convenient for the Licensee to perform on behalf of the Board from time to time the actual cost to the Licensee subject to Clause 2 (g) of Schedule 2 of this Licence 30  
 Provided that the Board may enter into a contract or contracts with the Licensee for such part of these services as the Board thinks fit.

6. The Board may refuse or withhold payment or part payment if in the opinion of the Board the Licensee has not carried out the services entitling him to payment, or if any of the services have not been carried out in accordance with the instructions or to the satisfaction of the Board and any such smaller sum so paid by the Board shall be deemed to be settlement in full for such service or services, but subject however to arbitration under Clause 11 of Schedule 2.

7. Progress payments will be made to the Licensee monthly based on quantities of wheat received as evidenced by returns made by him. Exhibits  
7

- (i) on wheat received and trucked direct from farmers' wagons one penny per bushel ; Form of Australian Wheat Board's Licence to receive
- (ii) on wheat received from growers and placed in stack at country stations one penny halfpenny per bushel ; Wheat No. 9 Pool—

Provided that the Board shall be satisfied as to the correctness of such returns.

**10** The Board may in its discretion make additional progress payments for work performed, but the Board shall not be required to make payments in full until the Board is satisfied that the Licensee has carried out all services required by, and met all responsibilities for which the Licensee was liable under the Licence. *continued.*

On services to be rendered by the Licensee at cost, on presentation of the vouchers supporting a claim by the Licensee for recoup of payment and their verification by the Board, but subject to the provisions of Clause 2 (g) of Schedule 2 of this Licence.

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Exhibits  
8  
Realisation  
Statement  
prepared  
by Mr.  
Perrett.

**Exhibit No. 8. Realisation Statement prepared by Mr. Perrett.**

AUSTRALIAN WHEAT BOARD

No. 9 POOL

*Net Receipts*  
Bagged 59,321,987 Bushels  
Silo 64,604,968     "  
TOTAL 123,926,955 Bushels

REALISATION STATEMENT PREPARED AS AT 22/3/47

	£	Bushels	@ per Bushel	£	£	Proposed Apportionment of Realisation.							
						GROWERS		WHEAT TAX					
						@ per Bushel	£	@ per Bushel	£				
REALISATION FROM SALES (BULK BASIS) ON F.O.R. MAIN SHIPPING PORTS BASIS—													
Local Flour (including Flour Tax £750,000) ... ..		31,918,773	4/4.931	7,039,597									
Breakfast Foods ... ..		3,327,818	4/11.218	821,098									
Sundries ... ..		336,906	4/11.147	83,029									
Stock Feed ... ..		23,581,646	4/10.460	5,744,063									
SUB-TOTAL (LOCAL) ... ..		59,165,143	4/7.524	13,687,787				4/7.524	13,687,787				
EXPORTS TO DATE—													
Wheat ... ..		22,013,609	9/10.816	10,898,234							2/2.000	2,384,807	
Flour ... ..		42,523,152	10/10.492	23,120,613							2/2.000	4,606,674	
SUB-TOTAL (EXPORT)...		64,536,761	10/6.509	34,018,847				8/4.509	27,027,366		2/2.000	6,991,481	
TOTAL ... ..		123,701,904	7/8.558		47,706,634			6/6.994	40,715,153		1/1.564	6,991,481	



Less Value of bagged wheat out-turn surplus transferred to Bagged Wheat Premium Section ... ..				102,804	102,804			
Less EXPENSES OF REALISATION								
Wheat Handling ... ..	1,084,000							
Administration ... ..	119,009							
Storage ... ..	561,298							
Bank Interest ... ..		3-417	1,764,307					
Railage ... ..		581	300,000					
		4-803	2,480,056					
TOTAL EXPENSES ... ..		8-801		4,544,363	4,544,363	8-801		
NETT REALISATION ... ..		6/11-389		43,059,467	36,067,986	5/9-849	1/1-540	6,991,481
Less Compensation paid to date (inc. 4th Adv. payable 13/5/47)	37,694,449	6/1-000						
Less Railage deducted from 2nd Adv. ... ..	2,448,402	4-742						
NETT AMOUNT OF COMPENSATION PAID TO GROWERS ... ..		5/8-258		35,246,047	35,246,047	5/8-258		
BALANCE AVAILABLE FOR FURTHER DISTRIBUTION ... ..		1/3-131		7,813,420	821,939	d. 1-591	1/1-540	6,991,481
BAGGED WHEAT PREMIUM								
Estimated premium available to growers of bagged wheat		3-506	866,650					
Less Compensation paid to date	59,321,987	3-000	741,525					
ESTIMATED BALANCE ... ..		506	125,125					

N.B. This Statement includes some items which are subject to minor adjustments, but any variations would not be sufficient to disturb materially the final result disclosed above.

Exhibits

**Exhibit No. 9.—Prices Regulation Order No. 1015 dated 13th April, 1943.**

9

Prices  
Regulation  
Order  
No. 1015  
dated  
13th April  
1943.

(Extract from Commonwealth of Australia Gazette, No. 80, dated 13th April, 1943.)

NATIONAL SECURITY (PRICES) REGULATIONS.

PRICES REGULATION ORDER No. 1015.

In pursuance of the powers conferred upon me by the National Security (Prices) Regulations, I, DOUGLAS BARRY COPLAND, Commonwealth Prices Commissioner, hereby make the following Order :—

CITATION.

1. This Order may be cited as Prices Regulation Order No. 1015. 10

DEFINITIONS.

2. In this Order unless the contrary intention appears—“ ceiling date ” in relation to any goods or services sold or supplied by any person on any terms and conditions means—

(a) where that person upon the twelfth day of April, 1943, sold or supplied substantially identical goods or services as the case may be, upon terms and conditions substantially identical with the first-mentioned terms and conditions—the twelfth day of April, 1943 ; or

(b) where that person did not upon the twelfth day of April, 20 1943, sell or supply substantially identical goods or services, as the case may be upon terms and conditions substantially identical with the first mentioned terms and conditions—the last date prior to the twelfth day of April, 1943, upon which that person sold or supplied substantially identical goods or services, as the case may be, upon terms and conditions so substantially identical ;

“ goods ” means goods declared by the Minister by notice in the Gazette, to be declared goods for the purposes of the National Security (Prices) Regulations ;

30

“ services ” means services declared by the Minister by notice in the Gazette to be declared services for the purposes of the National Security (Prices) Regulations ;

“ costs ” in relation to goods, means—

(a) as regards goods sold by any person, other than a manufacturer, the sum of money, or other valuable consideration, paid or furnished or agreed to be paid or furnished, for or in respect of those goods, by the trader ; or

(b) as regards goods sold by a manufacturer, all expenses directly incurred in the manufacture of those goods, except any tax imposed by the Pay Roll Tax Act 1941, and when any payment is specified to be made, or is made in a currency other than Australian currency, exchange at the rate current on the date on which the payment is made.

Exhibits  
—  
9  
Prices  
Regulation  
Order  
No. 1015  
dated  
13th April  
1943—  
*continued.*

Ceiling prices and rates for goods and services of a kind previously sold or supplied.

10 3. I fix and declare the maximum price or rate, as the case may be, at which any person may sell or supply any goods or services on any terms and conditions to be the price or rate at which that person sold or supplied substantially identical goods or services on the ceiling date on terms and conditions substantially identical with the first-mentioned terms and conditions or, if any lower maximum price or rate is fixed by or under any order made under the National Security (Prices) Regulations, and in force immediately prior to the commencement of this Order, that lower price or rate.

20 PRICES AND RATES FOR GOODS AND SERVICES NOT PREVIOUSLY SOLD OR SUPPLIED.

4. I fix and declare the maximum price or rate as the case may be, at which any person may sell or supply any goods or services which are not substantially identical with any goods or services which he sold or supplied prior to the twelfth day of April, 1943, to be the cost of the goods or services to that person :

Provided that on application by any person the maximum price or rate at which those goods or services may be sold or supplied by that person shall be such price or rate as is fixed by notice by the Commissioner in writing to that person.

30 PERSON OPERATING MORE THAN ONE PLACE OF BUSINESS.

5. For the purpose of this Order if a person operates more than one place of business he shall in respect of each such place of business be deemed to be a separate seller or supplier.

PRICE OR RATE DIFFERENCES TO BE OBSERVED.

6. Notwithstanding anything contained in the foregoing provisions of this Order, where a seller or supplier of any goods or services has customarily allowed any difference in price or rate—

- 40 (a) To any person or to persons included in any class of persons ;  
(b) in respect of sales or supplies of certain quantities of goods or services ; or  
(c) in respect of sales or supplies of goods or services under certain conditions of sale or supply,

Exhibits  
 9  
 Prices  
 Regulation  
 Order  
 No. 1015  
 dated  
 13th April  
 1943—  
*continued.*

the maximum price or rate fixed by or under this Order in respect of those goods or services shall, in the case of sales or supplies to any such person, or persons or of such quantities or under such conditions, be reduced by the allowance of that difference.

**ORDER NOT TO APPLY TO PERISHABLE PRIMARY PRODUCTS.**

7. This Order shall not apply to perishable primary products including, but without limiting the generality of the foregoing, the following perishable primary products :—

- (a) potatoes ;
- (b) eggs ;
- (c) meats ;
- (d) carrots ;
- (e) citrus fruits ;
- (f) onions ;
- (g) tomatoes ;
- (h) apples and pears ; and
- (i) hides and skins.

10

**POWER TO FIX PRICES AND RATES BY NOTICE.**

8. Notwithstanding anything contained in this Order, I fix and declare the maximum price or rate at which any goods or services specified in a notice given in pursuance of this paragraph may be sold or supplied by any person to be such price or rate as is fixed by me by notice in writing to that person.

20

**PRICES REGULATION ORDERS REDUCING PRICES NOT TO BE SUPERSEDED.**

9. Nothing in this Order (except the last preceding paragraph) shall prevent Prices Regulation Order No. 666 or Prices Regulation Order No. 667 or any other order under the National Security (Prices) Regulations operating to fix a lower maximum price or rate for any goods or services than the maximum price or rate fixed by or under this Order for those goods or services.

30

**PRESCRIBED DATE.**

10. I declare—

- (a) the twelfth day of April, 1943 ; or
- (b) where, in relation to the sale or supply of any goods or services, the seller did not on the twelfth day of April, 1943, sell or supply substantially identically goods or services—the last date prior to the twelfth day of April, 1943, upon which that person sold or supplied substantially identical goods or services, to be the “prescribed date” for the purposes of paragraph (b) of sub-regulation (1) of regulation 29 and paragraph (b) of sub-regulation (1) of regulation 30 of the National Security (Prices) Regulations.

40

Dated this thirteenth day of April, 1943.

D. B. COPLAND,  
*Commonwealth Prices Commissioner.*

## Exhibit No. 10.—Statement of Wheat prices prepared by Mr. Perrett.

Exhibits

## BOARD'S SELLING PRICES.

10  
Statement  
of Wheat  
Prices  
prepared  
by Mr.  
Perrett.

		LOCAL PER BUSHEL—F.O.R. BULK BASIS			EXPORT—F.O.B.	
		FLOUR FOR LOCAL CON- SUMPTION	STOCK FEED *	OTHER LOCAL USE	BULK BASIS	
1942	Jan. 1st	3/11 $\frac{1}{4}$	Jan. 1st 3/9 $\frac{3}{4}$ Apl. 16th 3/3 $\frac{3}{4}$	Jan. 1st 3/9 $\frac{3}{4}$	Jan. 1st	4/3
10	1943			May 17th 3/11 $\frac{1}{4}$	Jan. 1st 4/1 $\frac{1}{2}$	United K. 4/3 $\frac{1}{2}$ India & M. Oct. 1st. 4/1 $\frac{1}{2}$ West of Suez 4/7 $\frac{3}{4}$ East of S. Jan. 19th 4/5 $\frac{3}{4}$ West. of S. 4/10 $\frac{3}{4}$ East of S. ,, 31st. 5/1 $\frac{1}{4}$ ,, ,, Feb. 28th 5/1 $\frac{3}{4}$ ,, ,, Mar. 27th 5/3 $\frac{3}{4}$ ,, ,, May 8th 5/9 $\frac{3}{4}$ ,, ,, ,, 22nd 5/3 $\frac{1}{2}$ West of S. ,, ,, 6/6 $\frac{1}{4}$ East of S. Mar. 26th 7/5 $\frac{1}{4}$ other than U.K. May 21st 8/8 $\frac{3}{4}$ ,, Oct. 2nd 8/11 ,, Nov. 27th 9/6 all des- tinations
	1944					
20	1945		Nov. 28th 4/3			
30	1946			Jan. 3rd 4/11	Feb. 18th 10/-	,,
	1947		Dec. 13th 4/11		July 22nd 11/-	,,
					Oct. 14th 12/-	,,
					Nov. 25th 13/6	,,
					Jan. 31st 14/-	,,
					Feb. 14th 14/6	,,
					Mar. 13th 16/0	,,

NOTES. \* Less  $\frac{3}{4}$ d. per bushel for wholesale less (lots) (written in ink)

## (1) LOCAL FLOUR

Flour tax is also received by the Board on sales of flour for local consumption.

## 40 (2) STOCK FEED.

(a) On April 16th, 1942, the Government paid a subsidy of 6d. per bushel on all sales of wheat for stock feed, the Board reducing its selling price by 6d. per bushel.

(b) On November 28th 1945, the subsidy was increased to 8d. per bushel, the Board increasing its selling price to 4/3 per bushel.

## (3) BREAKFAST FOODS, POWER ALCOHOL ETC.

A subsidy of 11 $\frac{1}{4}$ d per bushel was paid on all sales of wheat for Breakfast Foods etc. credited to 6, 7 and 8 Pools (& part of 9 Pool) (Written in ink) until (2nd) (Written in ink) January, 1946 when the Board's selling price was increased to 4/11.

Exhibits

**Exhibit No. 11.—Statement of bounties made to Wheat Farmers.**

11  
Statement  
of  
bounties  
made to  
Wheat  
Farmers.

**SUBSIDIES PAID BY COMMONWEALTH GOVERNMENT.****STOCK FEED**

					£		
No. 4 Pool at 6d.	...	...	...	...	31,496	7	6
No. 5 " " "	...	...	...	...	754,632	9	6
No. 6 " " "	...	...	...	...	863,571	7	6
No. 7 " " " and 8d.	...	...	...	...	1,304,796	18	8
No. 9 " " " 8d.	...	...	...	...	696,661	16	8
					<hr/>		
					3,651,158	19	10 10
Additional subsidy in 6 Pool to bring stock feed to average of all other sales					2,209,407	2	10
Additional subsidy in 7 Pool to bring stock feed to export value of 6/5½					6,687,790	0	0
					<hr/>		
					£12,548,356	2	8
					<hr/> <hr/>		

**BREAKFAST FOODS ETC.**

No. 6 Pool	11¾d	...	...	...	158,860	0	0
" 7 "	11¾d	...	...	...	136,754	3	9
" 8 "	11¾d	...	...	...	6,947	2	10
" 9 "	11¾d to 2/1/1946	...	...	...	2,647	7	6 20
		(Written in ink)			<hr/>		
					£305,208	14	1
					<hr/> <hr/>		

**HARVEST AWARD**

No. 7 Pool	...	...	...	...	526,427	10	4
" 8 "	...	...	...	...	215,685	15	0
					<hr/>		
					£742,113	5	4
					<hr/> <hr/>		

**Exhibit No. 12.—National Security (Agricultural Aids) Legislation Wheat  
Restriction Sales Order.**

Exhibits

12

National  
Security  
(Agricultural Aids)  
legislation  
Wheat  
Restriction  
Sales  
Order.

**NATIONAL SECURITY (AGRICULTURAL AIDS) REGULATIONS  
WHEAT (RESTRICTION OF SALES) ORDER**

I WILLIAM JAMES SCULLY, the Minister of State for commerce and Agriculture, in pursuance of the powers conferred by the National Security (Agricultural Aids) Regulations hereby make the following Order :—

10

**CITATION**

1. This Order may be cited as the Wheat (Restriction of Sales) Order.

**DEFINITION**

2. In this Order "authorized person" means any of the following persons :—

The Under-Secretary and Director, Department of Agriculture, New South Wales ;

The Under-Secretary, Department of Agriculture and Stock, Queensland ;

The Director of Agriculture, South Australia ;

20

The Under-Secretary, Department of Agriculture, Western Australia ;

The Secretary for Agriculture, Department of Agriculture, Tasmania.

**RESTRICTION ON ACQUISITION AND DISPOSAL OF WHEAT**

3. A person (other than the Australian Wheat Board constituted under the National Security (Wheat Acquisition) Regulations) shall not during any month, except under the authority of a permit granted by the Minister or the Director-General of Agriculture or an authorized person in accordance with the terms and conditions contained in that permit, purchase or otherwise acquire or sell or otherwise dispose of, any stock food being wheat.

30

**PARTICULARS TO BE SUPPLIED.**

4. A person making application for a permit under the last preceding paragraph shall supply such particulars as the person to whom the application is made requires.

Dated this fifth day of April 1945.

W. J. SCULLY,

*Minister of State for Commerce and Agriculture.*

40

Exhibits

13

Columns 1  
and 5 only  
of Reuter's  
Wheat  
Quotations  
for year  
1943.**Exhibit No. 13.—Columns 1 and 5 only of Reuter's Wheat Quotations  
for year 1943.**

## DEPARTMENT OF AGRICULTURE, N.S.W.

## STATE MARKETING BUREAU

## WHEAT MARKETS—PRICES PER BUSHEL.

AUSTRALIA.		ENGLAND.		
Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
s. d.	s. d.	Sales.	Closing Quotes.	
		s. d.	s. d.	
		<i>State</i>		
1. 1.43	Sydney	Rates fixed by the Australian Wheat Board are as follows :— MILLERS' LOTS : All prices for export on application to the Board. Values of all wheat for human consumption are based on prices of 3/11¼d. for bulk and 4/2¼d. for bagged, Sydney basis, plus ¼d per bushel commission.	Holiday (Market closed)	10
				20
2. 1.1943	Sydney	(unchanged)	Market closed	
4. 1.1943	Sydney	(unchanged)	Australian 3/6d. Jan./Feb. f.o.b.	30
5. 1.1943	Sydney	(unchanged)	Australian 3/6d. Jan./Feb. f.o.b.	
6. 1.1943	Sydney	(unchanged)	Australian 3/6d. Jan./Feb. f.o.b.	
7. 1.1943	Sydney	(unchanged)	Australian 3/6d. Jan./Feb. f.o.b.	40



		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		13
		Sales.	Closing Quotes.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
	8.	1.1943 Sydney	(unchanged)	<i>State</i> Australian	3/6d. Jan./Feb. f.o.b.	
10	9.	1.1943 Sydney	(unchanged)		Market closed	
	11.	1.1943 Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.	
	12.	1.1943 Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.	
	13.	1.1943 Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.	
20	14.	1.1943 Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.	
	15.	1.1943 Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.	
	16.	1.1943 Sydney	(unchanged)		Market closed.	
	18.	1.1943 Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.	
30	19.	1.1943 Sydney	(unchanged)	Australian	3/6. Jan./Feb. f.o.b.	
	20.	1.1943 Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.	
	21.	1.1943 Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.	
40	22.	1.1943 Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.	
	23.	1.1943 Sydney	(unchanged)		Market closed.	

Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>	AUSTRALIA.				ENGLAND.		
	Sales		Closing Quotes.		Selling Centre—London Australian Wheat.		
	s.	d.	s.	d.	Sales.	Closing Quotes.	
25.	1.1943	Sydney	(unchanged)	<i>State</i> Australian	3/6d. Jan./Feb. f.o.b.		
26.	1.43	Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.		10
27.	1.43	Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.		
28.	1.43	Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.		
29.	1.43	Sydney	(unchanged)	Australian	3/6d. Jan./Feb. f.o.b.		20
30.	1.43	Sydney	(unchanged)		Market closed.		
1.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.		
2.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.		
3.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.		30
4.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.		
5.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.		
6.	2.43	Sydney	(unchanged)		Market closed.		
8.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.		40

		AUSTRALIA.		ENGLAND.		Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
	9.	2.43	Sydney	(unchanged)	<i>State</i> Australian	3/6d. Feb./March f.o.b.
10	10.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.
	11.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.
	12.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.
	13.	2.43	Sydney	(unchanged)		Market closed.
20	15.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.
	16.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.
	17.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.
30	18.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.
	19.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.
	20.	2.43	Sydney	(unchanged)		Market closed.
	22.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.
40	23.	2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.

Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>	AUSTRALIA.				ENGLAND.	
	Sales.	Closing Quotes.		Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
24. 2.43	Sydney	(unchanged)	<i>State</i> Australian	3/6d. Feb./March f.o.b.		
25. 2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.	10	
26. 2.43	Sydney	(unchanged)	Australian	3/6d. Feb./March f.o.b.		
27. 2.43	Sydney	(unchanged)		Market closed.		
1. 3.43	Sydney	(unchanged)	Australian	3/6d. March/April f.o.b.		
2. 3.43	Sydney	(unchanged)	Australian	3/6d. March/April f.o.b.	20	
3. 3.43	Sydney	(unchanged)	Australian	3/6·75 ( $\frac{3}{4}$ ) March/Apr. f.o.b.		
4. 3.43	Sydney	(unchanged)	Australian new crop	(new crop) 3/6·75 ( $\frac{3}{4}$ ) March/April f.o.b.		
5. 3.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) March/April f.o.b.	30	
6. 3.43	Sydney	(unchanged)		Market closed.		
8. 3.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) March/April f.o.b.		
9. 3.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.		
10. 3.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.	40	
11. 3.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.		

		AUSTRALIA.		ENGLAND.		Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
	12.	3.43	Sydney (unchanged)	<i>State</i> Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.	
10	13.	3.43	Sydney (unchanged)		Market closed.	
	15.	3.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.	
	16.	3.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.	
	17.	3.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.	
20	18.	3.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.	
	19.	3.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.	
	20.	3.43	Sydney (unchanged)		Market closed.	
	22.	3.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.	
30	23.	3.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.	
	24.	3.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.	
	25.	3.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.	
40	26.	3.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Mar./Apr. f.o.b.	
	27.	3.43	Sydney (unchanged)		Market closed.	

Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued</i>	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.			
	s.	d.	s.	d.	Sales.	Closing Quotes.		
					s.	d.		
					<i>State</i>			
29.	3.43	Sydney	(unchanged)	Australian			3/6·75 ( $\frac{3}{4}$ )	
				new crop			Mar./Apr.	
							f.o.b.	
30.	3.43	Sydney	(unchanged)	Australian			3/6·75 ( $\frac{3}{4}$ )	10
				new crop			Mar./Apr.	
							f.o.b.	
31.	3.43	Sydney	(unchanged)	Australian			3/6·75 ( $\frac{3}{4}$ )	
				new crop			Mar./Apr.	
							f.o.b.	
1.	4.43	Sydney	(unchanged)	Australian			3/6·75 ( $\frac{3}{4}$ )	
				new crop			Apr./May	
							f.o.b.	
2.	4.43	Sydney	(unchanged)	Australian			3/6·75 ( $\frac{3}{4}$ )	20
				new crop			Apr./May	
							f.o.b.	
3.	4.43	Sydney	(unchanged)				Market closed.	
5.	4.43	Sydney	(unchanged)	Australian			3/6·75 ( $\frac{3}{4}$ )	
				new crop			Apr./May	
							f.o.b.	
6.	4.43	Sydney	(unchanged)	Australian			3/6·75 ( $\frac{3}{4}$ )	
				new crop			Apr./May	
							f.o.b.	
7.	4.43	Sydney	(unchanged)	Australian			3/6·75 ( $\frac{3}{4}$ )	30
				new crop			Apr./May	
							f.o.b.	
8.	4.43	Sydney	(unchanged)	Australian			3/6·75 ( $\frac{3}{4}$ )	
				new crop			Apr./May	
							f.o.b.	
9.	4.43	Sydney	(unchanged)	Australian			3/6·75 ( $\frac{3}{4}$ )	
				new crop			Apr./May	
							f.o.b.	
10.	4.43	Sydney	(unchanged)				Market closed.	
12.	4.43	Sydney	(unchanged)	Australian			3/6·75 ( $\frac{3}{4}$ )	40
				new crop			Apr./May	
							f.o.b.	
13.	4.43	Sydney	(unchanged)	Australian			3/6·75 ( $\frac{3}{4}$ )	
				new crop			Apr./May	
							f.o.b.	

		AUSTRALIA.		ENGLAND.		Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
	14.	4.43	Sydney (unchanged)	<i>State</i> Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Apr./May f.o.b.	
10	15.	4.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Apr./May f.o.b.	
	16.	4.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Apr./May f.o.b.	
	17.	4.43	Sydney (unchanged)	Market closed.		
	19.	4.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Apr./May f.o.b.	
20	20.	4.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Apr./May f.o.b.	
	21.	4.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Apr./May f.o.b.	
	22.	4.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Apr./May f.o.b.	
30	23.	4.43	Sydney (unchanged) (Good Friday holiday)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Apr./May f.o.b.	
	24.	4.43	Sydney (unchanged) (holiday)	Market closed.		
	26.	4.43	Sydney (Holiday Easter Monday)	Market closed.		
	27.	4.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Apr./May f.o.b.	
40	28.	4.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Apr./May f.o.b.	
	29.	4.43	Sydney (unchanged)	Australian new crop	3/6.75 ( $\frac{3}{4}$ ) Apr./May f.o.b.	

Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>	AUSTRALIA.		ENGLAND.		
	Sales	Closing Quotes.	Selling Centre—London Australian Wheat.		
			Sales.	Closing Quotes.	
s. d.	s. d.	s. d.	s. d.		
30. 4.43	Sydney	(unchanged)	<i>State</i> Australian new crop	3/6·75 ( $\frac{3}{4}$ ) Apr./May f.o.b.	
1. 5.43	Sydney	(unchanged)	Market	closed.	10
3. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
4. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
5. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
6. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	30
7. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
8. 5.43	Sydney	(unchanged)	Market	closed.	
10. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
11. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	20
12. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
13. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
14. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	40
15. 5.43	Sydney	(unchanged)	Market	closed.	
17. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	



		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		13
		Sales.	Closing Quotes.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
18.	5.43	Sydney	(unchanged)	<i>State</i> Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
10	19. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
20.	5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
21.	5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
22.	5.43	Sydney	(unchanged)	Market closed.		
20	24. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
25.	5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
26.	5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
30	27. 5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
28.	5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
29.	5.43	Sydney	(unchanged)	Market closed.		
31.	5.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) May/June f.o.b.	
40	1. 6.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	

Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>	AUSTRALIA.				ENGLAND.		
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.		
	s. d.		s. d.		Sales.	Closing Quotes.	
2. 6.43	Sydney	(unchanged)			<i>State</i> Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
3. 6.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	10
4. 6.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
5. 6.43	Sydney	(unchanged)			Market	closed.	
7. 6.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
8. 6.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	20
9. 6.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
10. 6.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
11. 6.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	30
12. 6.43	Sydney	(unchanged)			Market	closed (Saturday).	
14. 6.43	Sydney	(unchanged)			Market	closed (Holiday).	
15. 6.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
16. 6.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	

		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		13
		s. d.	s. d.	Sales.-	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>
				s. d.	s. d.	
17.	6.43	Sydney	(unchanged)	<i>State</i> Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
10 18.	6.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
19.	6.43	Sydney	(unchanged)	Market closed.		
21.	6.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
22.	6.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
20 23.	6.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
24.	6.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
25.	6.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
26.	6.43	Sydney	(unchanged)	Market closed.		
30 28.	6.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
29.	6.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
30.	6.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) June/July f.o.b.	
40 1.	7.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	

Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>	AUSTRALIA.				ENGLAND.				
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.				
	s.	d.	s.	d.	Sales.	Closing Quotes.			
				s.	d.				
2.	7.43	Sydney	(unchanged)			<i>State</i> Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.		
3.	7.43	Sydney	(unchanged)			Market closed.		10	
5.	7.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.		
6.	7.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.		
7.	7.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.		
8.	7.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	20	
9.	7.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.		
10.	7.43	Sydney	(unchanged)			Market closed.			
12.	7.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.		
13.	7.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	30	
14.	7.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.		
15.	7.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.		
16.	7.43	Sydney	(unchanged)			Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	40	

		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		13
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>
				s. d.	s. d.	
	17. 7.43	Sydney	(unchanged)	<i>State</i>	Market closed.	
	19. 7.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	
10	20. 7.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	
	21. 7.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	
	22. 7.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	
20	23. 7.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	
	24. 7.43	Sydney	(unchanged)		Market closed.	
	26. 7.43	Sydney	(unchanged)	Australian new crop	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	
	27. 7.43	Sydney	(unchanged)	Australian	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	
30	28. 7.43	Sydney	(unchanged)	Australian	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	
	29. 7.43	Sydney	(unchanged)	Australian	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	
	30. 7.43	Sydney	(unchanged)	Australian	3/6·75 ( $\frac{3}{4}$ ) July/Aug. f.o.b.	
	31. 7.43	Sydney	(unchanged)		Market closed.	
40	2. 8.43	Sydney	(unchanged)		Market closed (Bank Holiday).	

Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>	AUSTRALIA.				ENGLAND.				
	Sales		Closing Quotes.		Selling Centre—London Australian Wheat.				
	s. d.		s. d.		Sales.	Closing Quotes.			
					s. d.				
					<i>State</i>				
3. 8.43	Sydney	(unchanged)		Australian	3/6.75 ( $\frac{3}{4}$ )	Aug./Sept. f.o.b.			
4. 8.43	Sydney	(unchanged)		Australian	3/6.75 ( $\frac{3}{4}$ )	Aug./Sept. f.o.b.			10
5. 8.43	Sydney	(unchanged)		Australian bulk bagged	3/7.5 ( $\frac{1}{2}$ )	August/Sept. delivery			
					3/11.25 ( $\frac{1}{4}$ )	f.o.b.			
6. 8.43	Sydney	(unchanged)		Australian bulk bagged	3/7.5 ( $\frac{1}{2}$ )	August/Sept. delivery			20
					3/11.25 ( $\frac{1}{4}$ )	f.o.b.			
7. 8.43	Sydney	(unchanged)		Market	closed.				
9. 8.43	Sydney	(unchanged)		Australian bulk bagged	3/7.5 ( $\frac{1}{2}$ )	Aug./Sept. delivery			
					3/11.25 ( $\frac{1}{4}$ )	f.o.b.			
10. 8.43	Sydney	(unchanged)		Australian bulk bagged	3/7.5 ( $\frac{1}{2}$ )	Aug./Sept. delivery			30
					3/11.25 ( $\frac{1}{4}$ )	f.o.b.			
11. 8.43	Sydney	(unchanged)		Australian bulk bagged	3/7.5 ( $\frac{1}{2}$ )	Aug./Sept. delivery			
					3/11.25 ( $\frac{1}{4}$ )	f.o.b.			
12. 8.43	Sydney	(unchanged)		Australian bulk bagged	3/7.5 ( $\frac{1}{2}$ )	Aug./Sept. delivery			40
					3/11.25 ( $\frac{1}{4}$ )	f.o.b.			

		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		13
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>
				s. d.	s. d.	
				<i>State</i>	Aug./Sept. delivery	
10	13. 8.43	Sydney	(unchanged)	Australian bulk bagged	3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	
	14. 8.43	Sydney	(unchanged)	Market closed.		
	16. 8.43	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. delivery 3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	
20	17. 8.43	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. delivery 3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	
	18. 8.43	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. delivery 3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	
30	19. 8.43	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. delivery 3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	
	20. 8.43	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. delivery 3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	
	21. 8.43	Sydney	(unchanged)	Market closed.		
40	23. 8.43	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. delivery 3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	

Exhibits  
13  
Columns 1  
and 5 only  
of Reuter's  
Wheat  
Quotations  
for year  
1943—  
*continued*

		AUSTRALIA.		ENGLAND.		
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
		s. d.	s. d.	Sales.	Closing Quotes.	
				<i>State</i>		
24.	8.43	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. delivery 3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	10
25.	8.43	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. delivery 3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	
26.	8.43	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. 3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	20
27.	8.43	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. 3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	
28.	8.43	Sydney	(unchanged)	Market closed.		
30.	8.43	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. 3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	
31.	8.43	Sydney	(unchanged)	Australian bulk bagged	Aug./Sept. 3/7·5 ( $\frac{1}{2}$ ) 3/11·25 ( $\frac{1}{4}$ ) f.o.b.	30
1.	9.43	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	



		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		13
		s. d.	s. d.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>
				s. d.	s. d.	
	2. 9.43	Sydney	(unchanged)	<i>State</i> Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
10			(Extract from Reuter's cable dated 3/9/43 quoting London closing wheat quotations, re Manitoba Nos. 1 and 2 wheats :— November quotes—“ *Hereafter quoted in Canadian currency in cents and eighths. Today's is equivalent to a 1½ pence increase on the last sterling price.” This Bureau does not record here Manitoba Nos. 1 and 2 but does record Manitoba No. 3 when quoted.)			
20	3. 9.43	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
	4. 9.43	Sydney	(unchanged)	Market	closed.	
	6. 9.43	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
30	7. 9.43	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
	8. 9.43	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
	9. 9.43	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
40	10. 9.43	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
	11. 9.43	Sydney	(unchanged)	Market	closed.	
	13. 9.43	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	

Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>	AUSTRALIA.				ENGLAND.				
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.				
	s.	d.	s.	d.	Sales.	Closing Quotes.			
					s.	d.			
14. 9.43	Sydney	(unchanged)			<i>State</i> Australian bulk bagged		Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		
15. 9.43	Sydney	(unchanged)			Australian bulk bagged		Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		10
16. 9.43	Sydney	(unchanged)			Australian bulk bagged		Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		
17. 9.43	Sydney	(unchanged)			Australian bulk bagged		Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		20
18. 9.43	Sydney	(unchanged)			Market		closed.		
20. 9.43	Sydney	(unchanged)			Australian bulk bagged		Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		
21. 9.43	Sydney	(unchanged)			Australian bulk bagged		Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		30
22. 9.43	Sydney	(unchanged)			Australian bulk bagged		Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		
23. 9.43	Sydney	(unchanged)			Australian bulk bagged		Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		
24. 9.43	Sydney	(unchanged)			Australian bulk bagged		Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		40
25. 9.43	Sydney	(unchanged)			Market		closed.		

		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		13
		Sales.	Closing Quotes.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
	27. 9.43	Sydney	(unchanged)	<i>State</i> Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
10	28. 9.43	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
	29. 9.43	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
20	30. 9.43	Sydney	(unchanged)	Australian bulk bagged	Sept./Oct. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
	1.10.43	Sydney	(unchanged)	Australian bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
	2.10.43	Sydney	(unchanged)	Market closed.		
30	4.10.43	Sydney	(unchanged)	Australian bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
	5.10.43	Sydney	(unchanged)	Australian bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
	6.10.43	Sydney	(unchanged)	Australian bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
40	7.10.43	Sydney	(unchanged)	Australian bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	

Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>	AUSTRALIA.			ENGLAND.			
	Sales	Closing Quotes.		Selling Centre—London Australian Wheat,			
		s. d.	s. d.	Sales.	Closing Quotes.		
			s. d.	s. d.			
8.10.43	Sydney	(unchanged)	<i>State</i> Austn.	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		
9.10.43	Sydney	(unchanged)		Market	closed.	10	
11.10.43	Sydney	(unchanged)	Austn.	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		
12.10.43	Sydney	(unchanged)	Austn.	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		
13.10.43	Sydney	(unchanged)	Austn.	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	20	
14.10.43	Sydney	(unchanged)	Austn.	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		
15.10.43	Sydney	(unchanged)	Austn.	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	30	
16.10.43	Sydney	(unchanged)		Market	closed.		
18.10.43	Sydney	(unchanged)	Austn.	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		
19.10.43	Sydney	(unchanged)	Austn.	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.		
20.10.43	Sydney	(unchanged)	Austn.	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	40	

		AUSTRALIA.		ENGLAND.		Exhibits
				Selling Centre—London Australian Wheat.		13
		Sales.	Closing Quotes.	Sales.	Closing Quotes.	Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued</i>
		s. d.	s. d.	s. d.	s. d.	
	21.10.43	Sydney	(unchanged)	<i>State</i> Austn.	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.
10	22.10.43	Sydney	(unchanged)	Austn.	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.
	23.10.43	Sydney	(unchanged)	Market closed.		
	25.10.43	Sydney	(unchanged)	Australian	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.
20	26.10.43	Sydney	(unchanged)	Australian	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.
	27.10.43	Sydney	(unchanged)	Australian	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.
	28.10.43	Sydney	(unchanged)	Australian	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.
30	29.10.43	Sydney	(unchanged)	Australian	bulk bagged	Oct./Nov. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.
	30.10.43	Sydney	(unchanged)	Market closed.		
	1.11.43	Sydney	(unchanged)	Australian	bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.
40	2.11.43	Sydney	(unchanged)	Australian	bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.

Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>	AUSTRALIA.		ENGLAND.		
	Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
			Sales.	Closing Quotes.	
s. d.	s. d.	s. d.	s. d.		
3.11.43	Sydney	(unchanged)	<i>State</i> Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
4.11.43	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	10
5.11.43	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
6.11.43	Sydney	(unchanged)	Market	closed.	
8.11.43	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	20
9.11.43	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
10.11.43	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	30
11.11.43	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
12.11.43	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
13.11.43	Sydney	(unchanged)	Market	closed.	
15.11.43	Sydney	(unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	40

AUSTRALIA.		ENGLAND.		Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>
Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.		
		Sales.	Closing Quotes.	
s. d.	s. d.	s. d.	s. d.	
16.11.43	Sydney (unchanged)	<i>State</i> Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
10 17.11.43	Sydney (unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
18.11.43	Sydney (unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
20 19.11.43	Sydney (unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
20.11.43	Sydney (unchanged)	Market closed.		
22.11.43	Sydney (unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
	Note :—see 1/1/43			
30 23.11.43	Sydney (unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
24.11.43	Sydney (unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
25.11.43	Sydney (unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	
40 26.11.43	Sydney (unchanged)	Australian bulk bagged	Nov./Dec. 3/10·5 ( $\frac{1}{2}$ ) 4/2·25 ( $\frac{1}{4}$ ) f.o.b.	

Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>	AUSTRALIA.				ENGLAND.			
	Sales.		Closing Quotes.		Selling Centre—London Australian Wheat.			
	s.	d.	s.	d.	Sales.	Closing Quotes.		
					s.	d.		
	27.11.43	Sydney	(unchanged)		<i>State</i> Market closed.			
	29.11.43	Sydney	(unchanged)		Australian bulk		Nov./Dec.	
					bagged		3/10·5 ( $\frac{1}{2}$ )	
							4/2·25 ( $\frac{1}{4}$ )	10
							f.o.b.	
	30.11.43	Sydney	(unchanged)		Australian bulk		Nov./Dec.	
					bagged		3/10·5 ( $\frac{1}{2}$ )	
							4/2·25 ( $\frac{1}{4}$ )	
							f.o.b.	
	1.12.43	Sydney	(unchanged)		Australian bulk		Dec./Jan.	
					bagged		4/-	
							4/3·75 ( $\frac{3}{4}$ )	
							f.o.b.	
	2.12.43	Sydney	(unchanged)		Australian bulk		Dec./Jan.	20
					bagged		4/-	
							4/3·75 ( $\frac{3}{4}$ )	
							f.o.b.	
	3.12.43	Sydney	(unchanged)		Australian bulk		Dec./Jan.	
					bagged		4/-	
							4/3·75 ( $\frac{3}{4}$ )	
							f.o.b.	
	4.12.43	Sydney	(unchanged)		Market closed.			
	6.12.43	Sydney	(unchanged)		Australian bulk		Dec./Jan.	
					bagged		4/-	
							4/3·75 ( $\frac{3}{4}$ )	30
							f.o.b.	
	7.12.43	Sydney	(unchanged)		Australian bulk		Dec./Jan.	
					bagged		4/-	
							4/3·75 ( $\frac{3}{4}$ )	
							f.o.b.	
	8.12.43	Sydney	(unchanged)		Australian bulk		Dec./Jan.	
					bagged		4/-	
							4/3·75 ( $\frac{3}{4}$ )	40
							f.o.b.	
	9.12.43	Sydney	(unchanged)		Australian bulk		Dec./Jan.	
					bagged		4/-	
							4/3·75 ( $\frac{3}{4}$ )	
							f.o.b.	



		AUSTRALIA.		ENGLAND.		Exhibits
		Sales.	Closing Quotes.	Selling Centre—London Australian Wheat.	Closing Quotes.	13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>
		s. d.	s. d.	s. d.	s. d.	
	10.12.43	Sydney	(unchanged)	<i>State</i> Australian bulk bagged	Dec./Jan. 4/- 4/3·75 ( $\frac{3}{4}$ ) f.o.b.	
10	11.12.43	Sydney	(unchanged)	Market	closed.	
	13.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/- 4/3·75 ( $\frac{3}{4}$ ) f.o.b.	
	14.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/- 4/3·75 ( $\frac{3}{4}$ ) f.o.b.	
20	15.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/- 4/3·75 ( $\frac{3}{4}$ ) f.o.b.	
	16.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/- 4/3·75 ( $\frac{3}{4}$ ) f.o.b.	
	17.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	
30	18.12.43	Sydney	(unchanged)	Market	closed.	
	20.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	
	21.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	
40	22.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	

Exhibits 13 Columns 1 and 5 only of Reuter's Wheat Quotations for year 1943— <i>continued.</i>	AUSTRALIA.		ENGLAND.		
	Sales	Closing Quotes.	Selling Centre—London Australian Wheat.		
			Sales.	Closing Quotes.	
s. d.	s. d.	s. d.	s. d.		
23.12.43	Sydney	(unchanged)	<i>State</i> Australian bulk bagged	Dec./Jan. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	
24.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	10
27.12.43	Sydney	(unchanged)	Market	closed.	
28.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	
29.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	20
30.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	
31.12.43	Sydney	(unchanged)	Australian bulk bagged	Dec./Jan. 4/0·75 ( $\frac{3}{4}$ ) 4/5·25 ( $\frac{1}{4}$ ) f.o.b.	30

Exhibits  
14  
Proclamation  
prohibiting  
export of  
Wheat  
without  
permit,  
dated  
22nd May  
1946

**Exhibit No. 14.—Proclamation prohibiting export of Wheat without permit,  
dated 22nd May 1946.**

STATUTORY RULES.

1946. No. 90.

REGULATIONS UNDER THE CUSTOMS ACT 1901–1936.\*

WHEREAS by section 112 of the Customs Act 1901–1936 it is provided that the Governor-General may, by regulation, prohibit the exportation of any goods the exportation of which would, in his opinion, be harmful to the Commonwealth :

\* Notified in the Commonwealth Gazette on 23rd May, 1946.

And whereas it is provided by the said section that the said power of prohibition shall extend to authorize the prohibition of the exportation of goods generally, or to any specified place, and either absolutely or so as to allow the exportation of the goods subject to any condition or restriction :

And whereas I am of opinion that the exportation of the goods specified in these Regulations, except with the consent of the Minister of State for Trade and Customs, would be harmful to the Commonwealth :

Now therefore, I, the Governor-General in and over the Commonwealth of Australia, acting with the advice of the Federal Executive Council, hereby make the following Regulations under the Customs Act 1901-1936.

Dated this twenty-second day of May, 1946.

HENRY,  
*Governor-General.*

By His Royal Highness's Command,  
JOHN J. DEDMAN,  
*Minister of State for Trade and Customs.*

Exhibits  
—  
14  
Proclamation  
prohibiting  
export of  
Wheat  
without  
permit,  
dated  
22nd May  
1946—  
*continued.*

#### AMENDMENTS OF THE CUSTOMS (PROHIBITED EXPORTS) REGULATIONS.\*

20

#### Third Schedule

1. The Third Schedule to the Customs (Prohibited Exports) Regulations is amended by adding, at the end thereof, the following items :—

- |   |  |
|---|--|
| " 11. Barley  | The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture. |
| " 12. Bone dust                                     | The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture. |
| 30 " 13. Bran                                       | The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture. |
| " 14. Breakfast foods made from or containing wheat | The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture. |

\* Statutory Rules 1935, No. 2 as amended by Statutory Rules, 1935, Nos. 4, 103 and 115 ; 1936, Nos. 27, 87, 103 and 141 ; 1937, No. 73 ; 1938, Nos. 61, 65 and 86 ; 1939, No. 170 ; 1940, No. 30 ; 1941, No. 136 ; 1942, No. 479 ; 1945, Nos. 87 and 149, and 1946, Nos. 10 and 53.

Exhibits <hr style="width: 10%; margin: 0;"/> 14 Proclama- tion pro- hibiting export of Wheat without permit, dated 22nd May 1946— <i>continued.</i>	“ 15. Butter  “ 16. Chaff  “ 17. Cheese  “ 18. Fertilizers, blood and bone  “ 19. Fertilizers, dried blood  “ 20. Flour  “ 21. Grain sorghum  “ 22. Hay  “ 23. Insulin  “ 24. Maize  “ 25. Meal, blood  “ 26. Meal, fish  “ 27. Meal, liver  “ 28. Meal, meat	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture. <b>10</b>  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture. <b>20</b>  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Health.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture. <b>30</b>  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture. <b>40</b>
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	“ 29. Meal, meat and bone	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.	Exhibits — 14 Proclama- tion pro- hibiting export of Wheat without permit, dated 22nd May 1946— <i>continued.</i>
	“ 30. Meal, oil, in cake, nut or any other form	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.	
	“ 31. Muriate of potash	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.	
10	“ 32. Nitrate of soda	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.	
	“ 33. Oats	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.	
	“ 34. Pancreas glands of all cattle and alcoholic extracts therefrom	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Health.	
20	“ 35. Phosphate rock	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.	
	“ 36. Pollard	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.	
	“ 37. Rice substitutes made from wheat	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.	
30	“ 38. Rye	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.	
	“ 39. Seeds, clover, subterranean	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.	
	“ 40. Seeds, millet	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.	
40	“ 41. Seeds, rye grass, perennial	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.	

Exhibits <hr style="width: 50px; margin-left: 0;"/> 14 Proclama- tion pro- hibiting export of Wheat without permit, dated 22nd May 1946— <i>continued.</i>	“ 42. Semolina  “ 43. Sharps  “ 44. Straw (other than rice straw)  “ 45. Sulphate of ammonia  “ 46. Sulphate of potash  “ 47. Superphosphate  “ 48. Tin concentrates  “ 49. Tin ores  “ 50. Wheat  “ 51. Wheat meal	The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture. <b>10</b>  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Supply and Shipping. <b>20</b>  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Supply and Shipping.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture.  The intending exporter shall produce to the Collector of Customs a covering approval issued by the Department of Commerce and Agriculture. <b>30</b>
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Fourth Schedule.      2. The Fourth Schedule to the Customs (Prohibited Exports) Regulations is amended—

(a) by inserting, after item 6b, the following item :—  
     “ 6c Newsprint, used,” ; and

(b) by inserting, after item 7, the following item :—  
     “ 7a Paper, waste, used and second-hand.”

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**Exhibit No. 15.—Summary of Acts, Regulations and Orders affecting wheat.**

Exhibits

**ACTS, REGULATIONS AND ORDERS FIXING PRICES OF WHEAT  
AND WHEAT PRODUCTS.**15  
Summary  
of Acts,  
Regulations  
and Orders  
affecting  
Wheat**NEW SOUTH WALES.****A. STATE LEGISLATION.***Wheat Products (Prices Fixation) Act, 1938 (No. 19).*

1. Authorized the Governor by proclamation to fix :—
  - (a) minimum prices for flour
  - (b) maximum prices for flour and wheat products (s. 4 (1) ).
- 10 2. Minimum price for flour not to be less than £11 per ton and maximum not to exceed £13.10.0 per ton (s. 4 (2) ).
3. “ Wheat products ” includes bread (s. 2)  
“ Ton ” is a ton of 2000 lbs. (s. 4 (2) ).
4. Act does not apply to sales for export (s. 6 (3) ).

*Proclamations.*

1. 9th December 1938 (Gazette No. 179).  
Maximum price of bread by retail fixed at 5d. and by wholesale at 4d. per 2 lb. loaf.  
Applies only in Sydney and industrial suburbs.
- 20 2. 16th December, 1938 (Gazette No. 183).  
Maximum price of flour for sale by manufacturer fixed at £12.10.0 per ton of 2,000 lbs.  
Applies in Metropolitan area of Sydney defined by reference to Municipalities.
3. 20th April, 1939 (Gazette No. 62).  
Proclamation of 16th December 1938 amended by increasing maximum price to £12.15.0

**B. COMMONWEALTH LEGISLATION.***National Security (Prices) Regulation.*

- 30 1. Prices Regulation Order No. 2131 (W.L.S.P. 5205—Gazette 28th June, 1945).  
Fixed maximum prices for hay, straw, chaff, wheat, oats—wholesale and retail in New South Wales only.  
Wholesale price for gristed wheat to be cost plus 10d. per bushel or £7.5.0 per ton of 2,000 lbs. whichever is the less (para. 9 (a) ). Retail price for gristed wheat to be as above, if sold ex truck otherwise price paid plus specified margin (para. 10).  
Price may also be fixed by notice (para. 12).

- Exhibits  
—  
15  
Summary  
of Acts,  
Regulations  
and Orders  
affecting  
Wheat—  
*continued.*
2. Prices Regulation Order No. 2316 (W.L.S.P. 5697—Gazette 2nd November, 1945).  
Amended P.R.O. 2131 by fixing prices for oats for feed, milling and seed varying from 3/2 to 4/4 per bushel; wholesale and retail prices both fixed.
  3. Prices Regulation Order No. 2387 (W.L.S.P. 5889—Gazette 14th January, 1946).  
Amended P.R.O. 2131 by fixing maximum price for gristed Wheat at £8.16.3 in place of £7.5.0 per ton.
  4. Prices Regulation Order No. 747 (W.L.S.P. 1853 (No. in ink)— 10 Gazette 20th July 1942) (Date written in ink).  
Fixed maximum price of bread in Sydney Metropolitan area at prices ranging from 5½d. to 6½d. according to locality whether delivered or not.
  5. Prices Regulation Order No. 1363 (W.L.S.P. 3627 (No. in ink)— Gazette 31st Dec. 1943) (Date written in ink).  
Amended P.R.O. No. 747 in immaterial respects.

## VICTORIA.

### A. STATE LEGISLATION.

*Wheat Products Prices Act. 1938 (No. 4595). 20*

1. Recites agreement with Commonwealth over states in preamble.
2. Constituted "Wheat Products Prices Committee" (s. 5).
3. Authorized the Governor by proclamation to fix
  - (a) minimum prices for flour
  - (b) Maximum prices for flour and wheat products (s. 14).
4. Minimum price for flour not to be less than £11 per ton and maximum price not to exceed £13.10.0 per ton (s. 14).
5. "Wheat products" include bread (s. 3)  
"Ton" is a ton of 2,000 lbs. (s. 3).
6. Act does not apply to export sales. 30

#### *Proclamations.*

1. 15th December 1938 (Gazette No. 376)—Fixed following:—  
Minimum price of flour sold by manufacturer £11 per ton.  
Maximum price for bread 10d. to 11½ per 4 lb. loaf according to locality.  
Applies only in metropolitan area of Melbourne.



- |    |     |  |   |
|----|-----|--|---|
|    | 2.  | 22nd December, 1938 (Gazette No. 391)—Fixed following :—<br>Maximum price of bread in outlying suburbs, country towns and cities, and rest of Victoria at prices varying from 11½ to 1/1½ according to locality. | Exhibits<br>—<br>15<br>Summary<br>of Acts,<br>Regulations<br>and Orders<br>affecting<br>Wheat—<br><i>continued.</i> |
|    | 3.  | 15th February, 1939 (Gazette No. 31).<br>Amended proclamation 2 above as to shire of Upper Murray.   |   |
|    | 4.  | 2nd May, 1939 (Gazette No. 81).<br>Amended proclamation 1 above by increasing maximum £12.9.4 to £12.15.0 per ton.   |   |
| 10 | 5.  | 19th June, 1939 (Gazette No. 195).<br>Amended proclamations 1 and 4 by increasing maximum £12.15.0 to £13.3.6 per ton.   |   |
|    | 6.  | 25th October, 1939 (Gazette No. 295).<br>Amended proclamations 1, 4 and 5 by reducing maximum £13.3.6 to £12.17.6 per ton.   |   |
|    | 7.  | 24th April, 1940 (Gazette No. 121).<br>Amended proclamation 1 by varying maximum price of bread in certain Melbourne suburbs—new maximum prices 10½ to 11½ according to locality and whether delivered.          |   |
| 20 | 8.  | 24th April, 1940 (Gazette No. 121).<br>Amended proclamation 2 by varying maximum price of bread in several outlying suburbs—new maximum prices 10½ to 11½ according to locality.                                 |   |
|    | 9.  | 5th August, 1942 (Gazette No. 254).<br>Amended proclamation 2 by varying maximum price for bread in Mildura city and Shire ; new maximum price 1/0½ and 1/1.   |   |
|    | 10. | 2nd September, 1942 (Gazette No. 280).<br>Amended proclamation 2 by reducing maximum price for bread in Geelong and district to 11½d. delivered in some areas or if not delivered 11d.                           |   |
| 30 | 11. | 7th October, 1942 (Gazette No. 308).<br>Amended proclamation 2 by reducing maximum price in Bendigo, Ballarat and district to 11½d. in some areas.   |   |
|    | 12. | 18th November, 1942 (Gazette No. 331).<br>Amended proclamation 2 by redefining certain areas.  |   |

## Exhibits B. COMMONWEALTH LEGISLATION.

15  
Summary  
of Acts,  
Regulations  
and Orders  
affecting  
Wheat—  
*continued.*

*National Security (Prices) Regulations.*

1. Prices Regulation Order No. 2127 (W.L.S.P. 5189—Gazette 14th June, 1945).

Fixed maximum prices of certain cereals including oats, hay, rye, chaff (paras. 4 and 5).

Fixed margins for wheat and gristed wheat (para. 7).

Provision made for fixation by notice in writing (para. 10).

2. Prices Regulation Order No. 2135 (W.L.S.P. 5223—Gazette 3rd July, 1945). 10

Amended P.R.O. 2127 (1 above) inter alia by fixing a maximum price of £7.5.0 per ton of 2,000 lbs. of gristed wheat (para. 2 (c)).

3. Prices Regulation Order No. 2317 (W.L.S.P. 5698)—Gazette 2nd November, 1945).

Amended P.R.O.'s 2127 and 2135 by fixing maximum prices of oats—feed, milling, seed—wholesale and retail to 4/11 per bushel.

4. Prices Regulation Order No. 2388 (W.L.S.P. 5890—Gazette 14th January, 1946). 20

Amended P.R.O.'s 2127, 2135 and 2317 by increasing maximum price for gristed wheat from £7.5.0 to £8.16.3 per ton.

5. Prices Regulation Order No. 1573 (W.L.S.P. 4123 (No. written in ink)—Gazette 13th June, 1944).

Fixed maximum price of 4 lb. loaf of bread at 1/- in 6 towns and for rest of Victoria at prices determined under Wheat Products Prices Act, 1938 by proclamations in Victoria Gazette—see 1, 7, 9, 10, 11 and 12 under A above.

## SOUTH AUSTRALIA.

30

## A. STATE LEGISLATION.

*Wheat Products Prices Act, 1938 (No. 2406).*

1. Recited agreement with Commonwealth and States.
2. Constituted Wheat Products Prices Committee (s. 5).
3. Provided for registration of flour millers (s. 12).
4. Authorized Governor by proclamation to fix—
  - (a) the minimum price only, or
  - (b) both the maximum and minimum price of flour for sale by manufacturer (s. 14).

5. Minimum price shall not be less than £11 per ton and maximum shall not exceed £13.10.0 per ton.

6. "Flour" does not include bread (s. 3).

"Ton" means 2,000 lbs. (s. 3).

7. The Act does not apply to sales for export (s. 14).

Act proclaimed to commence on 5th December, 1938 (Gazette No. 51 of 3rd December, 1938.)

Exhibits  
—  
15  
Summary  
of Acts,  
Regulations  
and Orders  
affecting  
Wheat—  
*continued.*

*Proclamations.*

- 10 1. 5th January 1939 (Gazette No. 1).  
Fixed minimum price of flour at £11 per ton for all flour except that exempt from Flour Tax under Commonwealth Flour Tax legislation.
2. 26th January, 1939 (Gazette No. 4).  
Provides for registration of flour millers.

B. COMMONWEALTH LEGISLATION.

*National Security (Prices) Regulations.*

Prices Regulations Order No. 946 (W.L.S.P. 2563 (No. written in ink) Gazette 17th February, 1943).

- 20 Fixed price of bread in Adelaide at price prevailing on 29th January, 1943 less  $\frac{1}{4}$ d.

QUEENSLAND.

A. STATE LEGISLATION.

*The Wheat Stabilization Act of 1938 (No. 33).*

1. Constituted "The Flour Price Committee" (s. 7).
2. Conference Committee the powers of the Commission of Prices under "The Profiteering Prevention Act of 1920."
3. Authorized Committee by notice in Gazette to fix the minimum price at which flour may be sold by manufacture, but such minimum is not to be less than £11 per ton.
- 30 4. "Flour" does not include bread.  
"Ton" means 2,000 lbs.
5. Does not apply to sales for export.

*Proclamations.*

1. 10th December, 1938 (Gazette No. 152).  
Fixed minimum price of flour at £11 per ton, £11.2.0, £11.5.0 and £11.7.0 according to terms of sale.

B. COMMONWEALTH LEGISLATION.

*National Security (Prices) Regulations.*

- 40 1. Prices Regulation Order No. 1395 (W.L.S.P. 3694—Gazette 11th January, 1944).  
Fixed margin for sale of feed wheat in Queensland.

Exhibits — 15 Summary of Acts, Regulations and Orders affecting Wheat— <i>continued.</i>	2. Prices Regulation Order No. 85 (W.L.S.P. 243—Gazette 30th January, 1940).	Fixed maximum price of flour at prevailing price on 31st August 1939 less 7/6d. per ton.	
	3. Prices Regulation Order No. 813 (W.L.S.P. 813—Gazette 7th September, 1942).	Fixed maximum price of flour at price prevailing on 28th September, 1940.	
	4. Prices Regulation Order No. 2101 (W.L.S.P.—Gazette 28th May, 1945).	Fixed maximum price of bread in Brisbane Metropolitan Area and Ipswich at 5½d per loaf.	10

(QUEENSLAND) PROFITEERING PREVENTION ACT 1920.  
BREAD PRICES FOR 2 LB. LOAVES.

<i>Notification.</i>	<i>Date.</i>	<i>Locality</i>	<i>Price.</i>	
No. 261	11.10.21	Cash or delivered in Brisbane area. Separate notification for other large towns.	6½d. per loaf	
Annulled 7th December, 1921.				
No. 339	23.3.22	Brisbane — relates to 21 large towns. Cash price delivered.	5¼d.	20
No. 344	1.5.22	Brisbane—cash delivered. 8 other towns.	5d.	
Annulled 31st August, 1923.				
No. 476	1.9.23	District of Brisbane ... ..	5d.	
No. 479	13.9.23	Brisbane District... ..	2½d. for 1 lb. loaf.	
No. 557	21.8.24	Annulled 476 and 479 ... ..		
No. 558	25.8.24	Districts of Brisbane and Ipswich	5½d.	
No. 640	31.3.25	Brisbane—Ipswich ... ..	5¾d.	30
No. 670	1.7.25	Brisbane—Ipswich ... ..	5½d.	
No. 764	17.3.26	Brisbane—Ipswich ... ..	5½d.	
No. 883	7.12.26	Brisbane—Ipswich ... ..	5¾d.	
No. 910	17.1.27	Brisbane—Ipswich ... ..	5½d.	
No. 967	7.7.27	Brisbane—Ipswich ... ..	5½d. bake- house 5¾d. shop or delivered.	
No. 1029	22.2.28	Brisbane—Ipswich ... ..	5½d.	
No. 1107	5.2.29	Brisbane—Ipswich ... ..	5¼d.	40
No. 1115	12.8.29	Brisbane—Ipswich ... ..	5½d.	
No. 1211	8.5.30	Brisbane—Ipswich ... ..	5¼d.	
No. 1228	7.8.30	Brisbane—Ipswich ... ..	5d.	
No. 1239	11.11.30	Brisbane—Ipswich ... ..	4¾d.	
No. 1242	22.1.31	Brisbane—Ipswich ... ..	5¼d.	
No. 1252	23.2.32	Brisbane—Ipswich ... ..	5d.	

<i>Notification.</i>	<i>Date.</i>	<i>Locality.</i>	<i>Price.</i>	<i>Exhibits</i>
No. 1258	5.1.33	Brisbane—Ipswich ... ..	4 $\frac{1}{2}$ d.	15 Summary of Acts, Regulations and Orders affecting Wheat— <i>continued.</i>
No. 1281	10.1.34	Brisbane—Ipswich ... ..	4 $\frac{1}{4}$ d.	
No. 1295	5.7.35	Brisbane—Ipswich ... ..	4 $\frac{1}{2}$ d.	
No. 1302	24.9.35	Brisbane—Ipswich ... ..	4 $\frac{3}{4}$ d.	
No. 1313	1.6.37	Brisbane—Ipswich ... ..	5 $\frac{3}{4}$ d.	
No. 1308	18.8.36	Brisbane—Ipswich ... ..	5 $\frac{1}{2}$ d.	
No. 1314	23.6.37	Brisbane—Ipswich ... ..	5 $\frac{1}{2}$ d.	
No. 1315	30.7.37	Brisbane—Ipswich ... ..	5 $\frac{3}{4}$ d.	
10 No. 1316	30.8.37	Brisbane—Ipswich ... ..	5 $\frac{1}{2}$ d.	
No. 1325	21.4.38	Brisbane—Ipswich ... ..	5 $\frac{1}{4}$ d.	
No. 1328	22.8.38	Brisbane—Ipswich ... ..	5d.	
No. 1342	8.12.38	Brisbane—Ipswich ... ..	5 $\frac{1}{2}$ d.	
No. 1345	15.8.39	Brisbane—Ipswich ... ..	5 $\frac{3}{4}$ d.	

## WESTERN AUSTRALIA.

## A. STATE LEGISLATION.

*Wheat Products (Prices Fixation) Act. 1938 (No. 17).*

*Wheat Products (Prices Fixation) Amendment Act. 1939 (No. 14).*

1. Recited agreement between Commonwealth and States.
- 20 2. Constituted Wheat Products Prices Committee (s. 6).
3. Authorized Governor by proclamation to fix :—
  - (a) minimum price for flour or wheat products and
  - (b) maximum price for flour or wheat products (s. 15).
4. Minimum price for flour not to be less than £11 per ton and maximum not to exceed £13.10.0 per ton (s. 15).
5. "Wheat products" includes bread (s. 4).  
"Ton" means 2,000 lbs.
6. Authorized Governor to fix a flour quota for each manufacturer and on notification in Gazette no manufacturer shall sell for local  
30 consumption any flour in excess of that quota (s. 17).
7. Price fixation provisions do not apply to sales for export (s. 15 (4)).

*Proclamations.*

1. 3rd December, 1938 (Gazette No. 58).

Fixed date of commencement at 5th December, 1938.

2. Various proclamations now revoked appearing in Gazettes 10th March, 1939, 12th May, 1939, 21st March 1940, 5th July 1940, 6th December 1940, fixed prices for flour, bran and pollard and bread in various parts of the State.

3. Current proclamations are :—

- 40 (a) 13th July 1939 (Gazette No. 32 folio 1257).
- (b) 13th July 1939 (Gazette No. 32 folio 1255).

as amended by

3rd July 1940 (Gazette No. 32 folio 1334).

4th September 1944 (Gazette No. 43 folio 870-11).

Exhibits  
 15  
 Summary  
 of Acts,  
 Regulations  
 and Orders  
 affecting  
 Wheat—  
*continued.*

- (c) 31st August 1939 (Gazette No.        ).  
 as amended by  
     3rd July 1940 (Gazette No. 32 folio 1332).  
     11th September 1944 (Gazette No. 43 folio 809).  
 (d) 22nd April 1941 (Gazette No. 19 folio 529).  
 as amended by

These proclamations fix the prices of flour, bran, pollard, bread and bread rolls in Western Australia. The main prices fixed are—

flour—£12.11.6 per ton with specific prices at a large number  
 of towns in the State. 10  
 bread—5½d. with tickets, 6d. cash, 6½d. booked in Metro-  
 politan area with variation in other localities.

#### B. COMMONWEALTH LEGISLATION.

##### *National Security (Prices) Regulations.*

Prices Regulation Order No. 269 (W.S.L.P. 577—Gazette  
 12th November, 1940).

Fixes maximum price of flour at price prevailing on  
 31st August 1939 plus 3/- per ton.

Prices Regulation Order No. 1036 (W.L.S.P. 2850—Gazette 20th May,  
 1943). 20

Fixes maximum price of flour at prevailing price plus 5/6  
 per ton.

#### TASMANIA.

##### A. STATE LEGISLATION.

##### *Wheat Products Prices Fixation Act. 1938 (No. 39).*

1. Recited agreement with Commonwealth and States.
2. Authorized Governor to fix.
  - (a) minimum price of flour ; and
  - (b) maximum price of flour and wheat products (s. 5).
3. Minimum price of flour not to be less than £11 per ton and 30  
 maximum not to exceed £14.10.0 per ton (s. 5 (2) ).
4. "Wheat products" includes bread (s. 3).  
 "Ton" means 2,000 lbs. (s. 3).
5. Does not apply to sales for export (s. 5 (3) ).
6. Before recommending to Governor the prices to be fixed the  
 Minister is to consult with such authorities of the Commonwealth and  
 other States as may be prescribed (s. 5 (5) ).

*Proclamations.*

21st December, 1938 (Gazette No. 10568).

Prescribes authorities under S. 5 (5)—see 6 above—namely

- (a) Wheat Stabilization Advisory Committee (Commonwealth established under Wheat Industry Assistance Act, 1938);  
 (b) Advisory Committees established in each State.

7th December, 1938 (Gazette No. 10564)

Fixes 5th December, 1938, as date for commencement of Act.

8th February, 1939 (Gazette No. 10581).

10 Fixes minimum price of flour at £11 per ton.

**B. COMMONWEALTH LEGISLATION.**

*National Security (Prices) Regulations.*

Prices Regulation Order No. 81 (W.L.S.P. 238—Gazette 24th January, 1940).

Fixed maximum price of bread at price prevailing on 31st August 1939 plus  $\frac{1}{2}$ d. per 2 lb. loaf.

Prices Regulation Order No. 268 (W.L.S.P. 576—Gazette 12th November, 1940.)

20 Fixed maximum price for flour at price prevailing on 31st August 1939 plus 76/6 per ton.

**AUSTRALIAN CAPITAL TERRITORY.**

*National Security (Prices) Regulations.*

Prices Regulation Order No. 809 (W.L.S.P.—Gazette 7th September, 1942).

Fixed maximum price of bread at prevailing price less  $\frac{1}{2}$ d. but not to exceed 6 $\frac{1}{2}$ d. per loaf.

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**Exhibit No. 16.—Extract from Commonwealth Gazette No. 214,  
 dated 22nd October 1940.**

EXTRACT—*Commonwealth Gazette No. 214 of 22nd October, 1940.*

30 **DECLARATION UNDER THE FLOUR TAX ACT 1938 AND THE  
 FLOUR TAX (IMPORTS AND EXPORTS) ACT 1938.**

I Percy Claude Spender, the Treasurer of the Commonwealth in pursuance of section 5 of the Flour Tax Act 1938 and of sub-section (1) of section 5 of the Flour Tax (Imports and Exports) Act 1938, and in

Exhibits

15

Summary of Acts, Regulations and Orders affecting Wheat—*continued.*

Exhibits

16

Extract from Commonwealth Gazette No. 214, dated 22nd October 1940.

Exhibits  
—  
16  
Extra t  
from  
Common-  
wealth  
Gazette  
No. 214,  
dated 22nd  
October  
1940—  
*continued.*

accordance with the recommendation made by the Wheat Stabilization Advisory Committee on the twenty-first day of October, one thousand nine hundred and forty, hereby declare that the amount by which the price per ton of flour based upon the price of wheat per bushel free on rails at Williamstown in the State of Victoria on that date is less than what, in the opinion of the Committee, the price of flour would be if that price of wheat were Five Shillings and two pence is Two pounds eight shillings and ten pence.

Dated this twenty-first day of October, one thousand nine hundred and forty.

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Exhibits  
—  
17  
Record of  
fortnightly  
deliveries  
from  
Nelungaloo  
to No. 9  
Pool.

**Exhibit No. 17.—Record of fortnightly deliveries from Nelungaloo to No. 9 Pool.**

**DELIVERIES EACH FORTNIGHT BY NELUNGALOO PTY LTD.  
TO No. 9 POOL.**

	Bagged Bus.	Silo Bus.	Total Bus.	Deliveries to No. 9 Pool Bus.
To 1/12/45	—	1,915—40	1,915—40	8,365,880
F/E 15/12/45	5,724—50	474—52	6,199—42	14,650,997
F/E 29/12/45	2,850—52	1,395—48	4,246—40	16,682,250
F/E 12/1/46	1,923—08	—	1,923—08	8,628,936
	<u>10,498—50</u>	<u>3,786—20</u>	<u>14,285—10</u>	<u>48,328,063</u>

NOTE :—Total deliveries to No. 9 Pool to date = 54,894,496 bushels.



**Exhibit No. 18.—Realisation Statement of deliveries from Nelungaloo to No. 9 Pool.**

	DELIVERIES	Bushels
Bagged Wheat ...	10,498 <sup>50</sup>	
Silo Wheat ...	3,786 <sup>20</sup>	
<b>TOTAL ...</b>	<b>14,285<sup>10</sup></b>	

AUSTRALIAN WHEAT BOARD

REALISATION STATEMENT (BULK BASIS) BASED UPON DELIVERIES BY NELUNGALOO PTY. LTD.  
TO No. 9 POOL SEASON 1945/46 (DISSECTION IN ACCORDANCE WITH POOL DISSECTIONS AS AT 22/3/47)

	Cost	Proposed apportionment of Realisation
	per Bus.	Export Cost p.b.
Bushels	£	Wheat Tax £

REALISATION FROM SALES (BULK BASIS) ON F.O.R. MAIN SHIPPING PORTS BASIS:—

Local Flour (including Flour Tax) ...	3,679 <sup>12</sup>	4/4.931	811. 9. 3
Breakfast Foods ...	383 <sup>36</sup>	4/11.218	94.13. 0
Sundries ...	38 <sup>51</sup>	4/11.147	9.11. 6
Stock Feed ...	2,718 <sup>16</sup>	4/10.460	662. 2. 7

SUB-TOTAL (LOCAL) ... 6,820<sup>01</sup> 4/ 7.524 1,577.16. 4

EXPORTS TO DATE

Wheat ...	2,537 <sup>51</sup>	9/10.816	1,256. 4.10
Flour ...	4,901 <sup>41</sup>	10/10.492	2,665. 2. 7

SUB-TOTAL (EXPORT) ... 7,439<sup>12</sup> 10/ 6.509 3,921. 7. 5

TOTAL MARKETABLE—after adjustment for weight of bags, gains and losses in outturn  
Less Value of Bagged Wheat outturn surplus transferred to Bagged Wheat premium section

14,259 <sup>13</sup>	7/ 8.558	5,499. 3. 9	6/6.994	4,693. 5. 7	1/1.564	805.18. 2
		11.17. 0		11.17. 0		

REALISATION (Bulk basis) F.O.R. Main (A) shipping ports ... 7/ 8.190 5,487. 6. 9 6/6.650 4,681. 8. 7 1/1.540 805.18. 2

Exhibits  
18  
Realisation Statement of Deliveries from Nelungaloo to No. 9 Pool.

Exhibits  
18  
Realisation  
Statement  
of  
Deliveries  
from  
Nelungaloo  
to No 9.  
Pool—  
*continued*

	Bushels	Cost per bus.	£	Cost p.b.	Grower £	Proposed apportionment of Realisation	
						Expense Cost p.b.	Wheat Tax £
<b>ESTIMATED REALISATION (BULK BASIS) ON</b>							
<b>F.O.R. MAIN SHIPPING PORTS B/Forward (A)</b>							
	7/	8-190	5,487. 6. 9	6/6-650	4,681. 8. 7	1/1-540	805.18. 2
<b>LESS ESTIMATED EXPENSES OF REALISATION</b>							
Wheat Handling	...	2-100	124.19.11				
Administration	...	230	13.13.10				
Storage	...	1-087	64.14. 0				
Bank Interest	...	3-417	203. 7. 9				
Sundry freight charges not recovered from Grower	...	581	34.11. 8				
Rail freight deducted from certificates issued to Nelungaloo Pty. Ltd.	...	061	3.12. 8				
		5-385	320.10. 7				
<b>TOTAL EXPENSES</b>	...	9-444	562. 2. 8	9-444	562. 2. 8		
		6/10-746	4,925. 4. 1	5/9-206	4,119. 5. 11	1/1-540	805.18. 2
<b>NETT REALISATION</b>	...						

(Line (A) minus line (B) (carried forward))

NETT REALISATION—line (A) minus line (B) brought forward (C)	6/10-746	4,925. 4. 1	5/9-206	4,119. 5.11	1/1-540	805.18. 2
<hr/>						
Less PAYMENT TO DATE (BULK BASIS)						
1st Adv.—payable						2,916.11. 0
from 18/12/45 4/1						
2nd Adv.—payable						714. 4.11
from 27/8/46 1/0						
Less rail freight deducted		5-385	320.10. 7			
		6-615	393.14. 4	393.14. 4		
3rd Adv.—payable						357. 2. 7
11/12/46		6-000				
NETT PAYMENT TO DATE ... ..						
4th Adv.—payable 13/5/47 ... ..	5/ 1-615	3,667. 7.11	5/1-615	3,667. 7.11		
Surplus available from No. 9 Pool	5/ 1-615	3,667. 7.11	5/1-615	3,667. 7.11		
Realisation Statement 22/3/47 ...	1/ 3-131	900.13. 7	1-591	94.15. 5	1/1-540	805.18. 2
TOTAL POTENTIAL PAYMENT ... (refer line (C) above)	6/10-746	4,925. 4. 1	5/9-206	4,119. 5.11	1/1-540	805.18. 2
<hr/>						
BAGGED WHEAT PREMIUM						
Estimated premium available to growers of bagged wheat	3-506	153. 7. 7				
Less Compensation paid to date ... ..	3-000	131. 4. 8				
ESTIMATED BALANCE being a further potential payment on bagged wheat...	-506	22. 2. 11				
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Exhibits  
18  
Realisation  
Statement  
of  
Deliveries  
from  
Nelungaloo  
to No. 9  
Pool—  
*continued.*

Exhibits

## Exhibit No. 19.—Schedule of fortnightly exports.

19  
Schedule of  
fortnightly  
Exports.

P. D. PHILLIPS (written in ink)

## (1) EXPORTS EACH FORTNIGHT IN NOVEMBER AND DECEMBER, 1945.

FORTNIGHT ENDING		WHEAT BUSHELS	FLOUR In terms of wheat bushels.	
November	3, 1945	Nil	...	84,857
November	17, 1945	Nil	...	47,514
December	1, 1945	Nil	...	330,860
December	15, 1945	75	...	1,178,257
December	29, 1945	242,513	...	996,602
Jan.	11	243,000	...	171,000
Feb.	25	92,000	...	783,000
	8	Nil	...	1,594,000
March	22	1,056,000	...	1,169,000
	8	1,352,000	...	1,850,000
	22	410,000	...	1,584,000

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(Entries from Jan. 11 to March 22, written in ink).

# In the Privy Council.

No. 7 of 1950.

ON APPEAL FROM THE HIGH COURT OF  
AUSTRALIA.

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BETWEEN

NELUNGALOO PTY. LIMITED

*(Plaintiff) Appellant*

AND

THE COMMONWEALTH OF AUSTRALIA,  
THE ATTORNEY-GENERAL FOR THE  
COMMONWEALTH OF AUSTRALIA,  
WILLIAM JAMES SCULLY and THE  
AUSTRALIAN WHEAT BOARD

*(Defendants) Respondents.*

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## RECORD OF PROCEEDINGS

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BARLOW, LYDE & GILBERT,  
165 Fenchurch Street,  
London, E.C.3,  
*Solicitors for the Appellant.*

COWARD, CHANCE & CO.,  
Stevinson House,  
155 Fenchurch Street,  
London, E.C.3,  
*Solicitors for the Respondents.*