

PROOE

No. , 1933.

A BILL

To confer additional powers upon Marketing Boards; to validate certain matters; to amend the Marketing of Primary Products Act, 1927-1931, and certain other Acts in certain respects; and for purposes connected therewith.

[MR. MAIN;— August, 1933.]

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows:—

1. (1) This Act may be cited as the "Marketing of Primary Products (Amendment) Act, 1933," and shall be read and construed with the Marketing of Primary Products Act, 1927-1931, in this Act referred to as the Principal Act.

*Marketing of Primary Products (Amendment).*

(2) The Principal Act, as amended by this Act, may be cited as the Marketing of Primary Products Act, 1927-1933.

Amendment of  
Act No. 34,  
1927.

**Sec. 4.**  
(Inter-  
pretation.)

2. (1) The Principal Act is amended as follows:—

- (a) (i) by inserting in section four at the end of the 5  
definition of the words “ Deliver to the  
board ” the words “ and ‘ delivered to the  
board ’ has a corresponding meaning ”;
- (ii) by inserting in the same section next before  
the definition of “ Person ” the following 10  
new definition:—

“ Marketing agreement ” means an agree-  
ment made pursuant to section 8A of  
this Act.

**Sec. 5.**  
(Poll of  
producers.)

- (b) (i) by inserting next after subsection six of 15  
section five the following new subsections:—

(6A) The Minister shall, as soon as prac-  
ticable after the commencement of the Mar-  
keting of Primary Products (Amendment)  
Act, 1933, cause the list of producers com- 20  
piled under this Act, of any commodity in  
respect of which a board was constituted  
before and is still functioning at such com-  
mencement, to be revised so as to include  
only the names of such producers as are 25  
parties to marketing agreements.

(6B) As soon as practicable after the first  
election of representatives of producers to be  
members of any board constituted after the  
commencement of the Marketing of Primary 30  
Products (Amendment) Act, 1933, the  
Minister shall cause the list of producers  
compiled under this Act of the commodity  
in respect of which such board was consti-  
tuted to be revised so as to include only the 35  
names of such producers as are parties to  
marketing agreements.

- (ii) by omitting subsections eight and nine of  
the same section;

(iii)

(iii) by inserting in subsection twelve of the same section after the word "negative" the following new paragraph:—

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Only such producers of the commodity as are parties to marketing agreements with the board shall be entitled to join in any petition made or to vote at any poll held under the provisions of this subsection.

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(iv) by inserting next after subsection twelve of the same section the following new subsections:—

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(12A) If the number of producers who are parties to marketing agreements with the board shall at any time be less than fifty per centum of the number of producers of the commodity in respect of which the board was constituted within the area controlled by the board, the board may be wound up as an unregistered company in accordance with the provisions of the Companies Act, 1899, or any Act replacing the same.

Power of court to order that board be wound up in certain events.

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An application to wind up a board may be made by any creditor of the board whose debt exceeds fifty pounds or by any five producers who are parties to marketing agreements with the board.

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(12B) Where an order that a board shall be wound up has been made, whether by proclamation under subsection twelve or by the Court pursuant to subsection (12A) every producer who is a party to a marketing agreement with the board shall be freed and discharged from any obligation whether arising out of the agreement or of this Act to deliver thereafter to the board the commodity produced by him, and the board shall be freed and discharged from any obligation to accept thereafter any of the commodity from a producer who is a party to such an agreement.

Effect of order for winding-up of board.

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(v)

- (v) by inserting at the commencement of subsection fourteen of the same section the words " subject to subsections (6A), (6B), and twelve of this section and ";
- Sec. 7. (c) by omitting from subsection three of section 5 seven the words "A board shall not be so constituted as to consist of other than the numbers of elected and appointed members respectively stated in subsection one of this section";
- New sec. 8A. (d) by inserting next after section eight the following new section:— 10
- Marketing agreements. 8A. (1) Where the provisions of this Act are extended to a commodity the board constituted for that commodity may make agreements (in this Act referred to as "marketing agreements") with producers of the commodity wherein the producers agree to deliver to the board in accordance with and for the purposes of this Act, all the commodity produced by them. 15
- (2) A marketing agreement may be made 20 in respect of a commodity to which the provisions of this Act were extended before the commencement of the Marketing of Primary Products (Amendment) Act, 1933, as well as in respect of a commodity to which such provisions 25 are extended after such commencement.
- (3) A marketing agreement may be made with any producer whether he is producing the commodity within the area controlled by the board or outside that area. 30
- (4) No marketing agreement shall be deemed or held to be invalid by reason only that it is or may be in restraint of trade.
- (5) (a) Where any producer who makes a marketing agreement has either before or after 35 making such agreement granted a bill of sale, mortgage, charge, lien (including any lien under the

the Liens on Crops and Wool and Stock Mortgages Act of 1898, or the Co-operation Act, 1923-1932), or any other encumbrance whatsoever of or upon or over any of the commodity, or has entered into any contract in derogation of his title to sell the commodity as absolute owner thereof, he shall give to the board a notice in writing in the prescribed form of such bill of sale, mortgage, charge, lien, encumbrance or contract.

(b) Such notice shall be in addition to the notice required by section nineteen of this Act, and shall be given, where the bill of sale, mortgage, charge, lien, encumbrance or contract was given or made—

(i) before the marketing agreement—at the time of making the marketing agreement;

(ii) after the marketing agreement—within seven days after the bill of sale, mortgage, charge, lien, encumbrance, or contract was given or made.

(c) Any producer who is wilfully guilty of a failure to comply with the provisions of this subsection shall be guilty of an offence against this Act.

(6) Every marketing agreement shall be in or to the effect of the form in the Schedule to this Act.

(7) The Governor may, by proclamation published in the Gazette, amend or add to the Schedule to this Act, or substitute a new Schedule in lieu thereof, and the Schedule as so amended or added to, or the Schedule so substituted shall be the Schedule to this Act.

(e) (i) by inserting in section ten after the word "commodity" where firstly occurring the words "the subject-matter of a marketing agreement";

(ii) by omitting paragraph (v) of the same section;

(f)

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Sec. 11.

(f) by omitting section eleven and by inserting in lieu thereof the following section:—

Delivery of commodity to board.

11. (1) When a producer has made a marketing agreement he shall, subject to this section, during the period for which such agreement remains in force, within such times, at such places, and in such manner as the board may by public notice, or, in a particular case, in writing, direct, or as may be prescribed, deliver to the board all the commodity produced by him. 10

(2) Any such producer who neglects or fails to deliver to the board the commodity in accordance with this section shall be guilty of an offence against this Act.

(3) Where any commodity delivered to the board is accepted by the board it shall be deemed to be absolutely vested in the board freed from all bills of sale, mortgages, charges, liens, encumbrances, contracts, pledges, interests, and trusts affecting the same, and the rights and interests of every person in such commodity shall be taken to be converted into a claim for payment therefor in accordance with the provisions of this Act. 15 20

Exemptions.

(4) The board may, in such cases and on such terms and conditions as may be prescribed, exempt (either generally or in any particular case) from the operation of the marketing agreement or of this section— 25

- (a) such small producers of the commodity as the board think fit; 30
- (b) sales of the commodity direct to local consumers or to retail vendors;
- (c) such portion of the commodity as the producer may require for his own use for food for his family or his live stock, or for seed, or for other purposes prescribed; and 35
- (d) such other sales and purchases or receipts of the commodity as may be prescribed.

(5)

(5) The board's decision as to whether any specified person or article falls within the limits of any such exemption shall be final.

5 (6) The board may at any time, by notification published in the Gazette, or by a notice in writing to the exempted producer signed by the secretary or other authorised officer of the board, revoke any such exemption.

10 (7) Such of the commodity of any producer who has made a marketing agreement—

(a) as the board refuses to accept after tender of delivery to it in accordance with this Act, shall on such refusal; or

15 (b) as is subject to such exemption as aforesaid shall on its becoming so exempted, be deemed to be excluded from the operation of such agreement and of this section.

20 (g) (i) by inserting in subsection one of section <sup>Sec. 14.</sup> fourteen after the word "producer" the <sup>(Acceptance</sup> words "who has made a marketing agree- <sup>by board,</sup> ment with the board"; <sup>etc.);</sup>

(ii) by inserting at the end of the same subsection the following new paragraph:—

25 A board may, in its discretion, accept or refuse to accept any of the commodity from a producer who has not made a marketing agreement with the board.

30 (iii) by omitting from subsection two of the same section the words "delivered to" wherever occurring and by inserting in lieu thereof the words "accepted by";

35 (iv) by omitting from the same subsection the words "delivered by" wherever occurring and by inserting in lieu thereof the words "accepted from";

(v) by inserting in subsection three of the same section after the word "marketing" the words "or treatment";

(vi)

- (vi) by omitting from subsection four of the same section the words "delivered to" wherever occurring and by inserting in lieu thereof the words "accepted by";
- (vii) by inserting next after the same subsection the following new subsection:—

(5) (a) Notwithstanding anything contained in this section, a board may out of the proceeds of sale of the commodity accepted by the board during or covering any period of time prescribed in pursuance of subsection two of this section deduct for the purpose of liquidating any liability incurred during or covering any such prior period or for such other prescribed purposes such sum of money as may be prescribed or as may be determined in a prescribed manner.

Deductions made before the enactment of this subsection that would have been authorised by this subsection, had it and the regulations first made as supplementary thereto then been in force, are hereby validated.

(b) Until the sum or sums of money so retained shall be used for any one or more of such purposes, the board may invest such sum or sums or any part thereof in any one or more of the investments in which trustees are authorised to invest trust funds by virtue of the provisions of the Trustee Act, 1925, and any amendment thereof or on deposit with the Colonial Treasurer or with the bankers for the time being of the board, with power from time to time to deal with or vary any such investments and dispose of all or any part thereof for the benefit of the business of the board having regard to the purposes for which the money was retained.

(h)



- 5 (h) (i) by omitting from subsection one of section fifteen the word "receipt" and by inserting in lieu thereof the word "acceptance";
- (ii) by inserting at the end of the same subsection the words "until such time as the producer and the person claiming under the mortgage, charge, lien, encumbrance or contract advise the board, in writing, as to the manner in which and the persons to whom the certificate is to be issued";
- 10 (iii) by omitting from subsection three of the same section the words "delivered to" and by inserting in lieu thereof the words "accepted by";
- 15 (i) by omitting section sixteen;
- (j) by omitting section seventeen;
- (k) (i) omitting from subsection one of section eighteen the figures and words " 1898, or the Co-operation, Community Settlement, and Credit Act, 1923," and by inserting in lieu thereof the words and figures "of 1898 or the Co-operation Act, 1923-1932";
- 20 (ii) by inserting in subsection three of the same section after the words " Mortgages Act " the word "of";
- 25 (l) by inserting in subsection one of section nineteen after the words "to the commodity" the words " or before or after the execution of any marketing agreement affecting the commodity";
- 30 (m) by inserting next after section twenty-one the following new section:—
- 21A. (1) Where a stay order has been granted under the Farmers' Relief Act, 1932, in respect of a producer who is a party to a marketing agreement, and while the producer is a farmer subject
- Sec. 15.  
(Issue of certificates and payment in connection with commodity delivered to board.)
- Sec. 16.  
(Contracts for sale of commodity.)
- Sec. 17.  
(Power of Railway Commissioners, etc., to refuse to carry.)
- Sec. 18.  
(Revision.)
- Sec. 19.  
(Duty to give notice of encumbrances, etc., on delivery thereof.)
- New sec. 21A.  
Effect of stay order.

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subject to that Act, the board shall, after making such deductions as are authorised by or under this Act, account for and pay to the supervisor for the time being acting for the estate of such producer, the proceeds of the commodity accepted from such producer and disposed of by the board under this Act. 5

(2) Subsection one of this section shall not invalidate any payment made by the board prior to receiving notice of the granting of a stay order in respect of any such producer, to the person named in a certificate issued in respect of such commodity, or to a person who has made a claim in accordance with subsection two of section eighteen of this Act. 10 15

(3) The Supervisor shall distribute, in accordance with the provisions of the Farmers' Relief Act, 1932, any proceeds paid to him under this section.

Sec. 23.  
(Accounts of receipts and disbursements to be kept.)

- (n) (i) by omitting from subsection one of section twenty-three the words "true and regular accounts to be kept" and by inserting in lieu thereof the words "proper books of account to be kept, and shall cause to be entered therein true and regular accounts"; 25
- (ii) by inserting in subsection two of the same section after the word "accounts" the words "in a form approved by the Auditor-General exhibiting a true and correct view of the financial position and transactions of the respective boards"; 30
- (iii) by omitting subsections three and four of the same section and by inserting in lieu thereof the following subsections:—

(3) The accounts of each board shall be audited by the Auditor-General, who shall have in respect thereof all the powers conferred on the Auditor-General by any law now or hereafter to be in force relating to the audit of public accounts, and the Audit Act, 1902, and Acts amending the same shall apply 35 40

apply to each board and its officers in the same manner as it applies to accounting officers of public departments.

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(4) Towards defraying the cost of such audit each board shall pay to the Consolidated Revenue Fund such sums, at such periods, as the Colonial Treasurer may decide.

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(o) (i) by omitting from subparagraph (d) of paragraph (ii) of subsection one of section thirty-four the words "delivered by him to" and by inserting in lieu thereof the words "accepted from him by";

Sec. 34. (Regulations.)

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(ii) by omitting from subparagraph (j) of the same paragraph the words "was produced within the area controlled by the board or not" and by inserting in lieu thereof the words "has become vested in the board or not, in such manner as to prevent the passing off by any other person of any of the commodity as a commodity marketed, sold, displayed for sale, branded, stamped, stored, or cold stored by the board";

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(p) by inserting next after section thirty-four the following Schedule:—

Sec. 8A.

SCHEDULE.

MARKETING AGREEMENT.

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I (name), a producer, of (address), hereby agree to deliver the whole of the following commodity, viz. . . . . produced by me during the period of . . . . . years commencing on the . . . . . day of . . . . ., one thousand nine hundred and . . . . ., to the . . . . . Marketing Board for the . . . . . in accordance with and for the purposes of the Marketing of Primary Products Act, 1927-1933, but subject to any exemptions granted to me by or under that Act.

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(Sgd.) . . . . .

Producer.

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Witness . . . . .

Accepted.

The Common Seal of the . . . . . Marketing Board for the . . . . . was hereunto affixed by . . . . . and . . . . . this . . . . . day of . . . . ., 19 . . . . .

(L.S.)

(q)

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Sec. 2.  
(Division into parts.)

(q) (i) by omitting from the matter relating to Part IV in section two the words " Director of Marketing " and by inserting in lieu thereof the words " Official Marketing Information "; 5

(ii) by inserting at the end of the same section after the matter relating to Part V the word " Schedule. "

Further amendment of Act No. 34, 1927.

3. The Principal Act is further amended—

Sec. 24.  
(Board may make levy.)

(a) by omitting section twenty-four; 10

Sec. 33A.  
(Board's certificate prima-facie evidence of certain facts.)

(b) by omitting section 33A;

Sec. 34.  
(Regulations.)

(c) by omitting subparagraph (g) of paragraph (ii) of subsection one of section thirty-four.

Certain agreements deemed to be market agreements.

4. (1) Every agreement entered into before the commencement of this Act by a producer with— 15

(a) the Rice Marketing Board for the State of New South Wales which is in or to the effect of the form in the First Schedule to this Act;

(b) the Egg Marketing Board for the Counties of Cumberland and Northumberland and the Shires of Nattai and Wollondilly which is in or to the effect of the form in the Second Schedule to this Act, 20

shall be deemed to be a marketing agreement for the purposes of the Marketing of Primary Products Act, 1927-1933, and to have been made under that Act. 25

(2) If any such agreement contains provisions which are inconsistent with the provisions of the Marketing of Primary Products Act, 1927-1933, applicable to or in respect of marketing agreements made under that Act, the provisions of the agreement shall prevail and that Act shall apply to the agreement and to any act, matter or thing done under the agreement with such modifications and adaptations as may be necessary to give effect to the agreement and to this section. 30

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5. (1) The Rice Marketing Board for the State of New South Wales (in this section called the Rice Board) shall have and shall be deemed to have had power and authority to borrow from the Bank of New South Wales by way of  
 5 overdraft to the extent of the amount mentioned in the agreement between the Rice Board of the first part, John Lyne, James Oswald Doyle, William Rupert Cates, Alan Dewar Malcolm, Alford Ernest Bowmaker, Joseph Gleeson and William Nulty (Members of the Rice Board) of  
 10 the second part, and the Honorable Bertram Sydney Barnsdale Stevens, Colonial Treasurer, for and on behalf of His Majesty and the Government of the said State, of the third part dated the nineteenth day of May, one thousand nine hundred and thirty-three, and the Rice Board  
 15 shall have and shall be deemed to have had power and authority, in consideration of the Colonial Treasurer having guaranteed the repayment to the Bank of New South Wales of such advance to execute in favour of the Colonial Treasurer the charge contained in the aforesaid  
 20 agreement.

Validation of certain transactions of Rice Board.

(2) The charges upon the assets of the Rice Board contained or referred to in the said agreement and all the powers, rights and remedies in favour of the Colonial Treasurer contained or referred to in the said agreement  
 25 shall be and be deemed to have been valid and enforceable as if the same were herein enacted and set forth at length.

Validation of certain transactions of Egg Board.

6. (1) The Egg Marketing Board for the Counties of Cumberland and Northumberland and the Shires of Nattai  
 30 and Wollondilly (in this section called the Egg Board) shall have and shall be deemed to have had power and authority to borrow from the Commonwealth Bank of Australia by way of overdraft to the extent of the amount mentioned in the agreement between the Egg Board of  
 35 one part and the Colonial Treasurer of the other part dated the            day of            one thousand nine hundred and thirty-three and the Egg Board shall have and shall be deemed to have had power and authority, in consideration of the Colonial Treasurer guaranteeing

or

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or having guaranteed the repayment to the Commonwealth Bank of Australia of such advance, to execute in favour of the Colonial Treasurer the charge contained in the aforesaid agreement.

(2) The charges upon the assets of the Egg Board 5 contained or referred to in the said agreement and all the powers, rights and remedies in favour of the Colonial Treasurer contained or referred to in the said agreement shall be and be deemed to have been valid and enforceable as if the same were herein enacted and set forth at length. 10

Amendment of Act No. 19, 1928. Sec. 2. (Revision.)

7. (1) The Marketing of Primary Products (Amendment) Act, 1928, is amended by omitting subparagraph (viii) of paragraph (b), subparagraph (iii) of paragraph (d), and paragraphs (f) and (j) of section two.

Amendment of Act No. 3, 1930. Secs. 2, 3, 4 and 6. (Revision.)

(2) The Marketing of Primary Products (Amendment) Act, 1930, is amended by omitting subparagraph (xvi) of paragraph (b) of section two, paragraphs (b) and (c) of section three, paragraphs (b) and (d) of section four and subparagraphs (iii), (iv) and (v) of paragraph (a) of section six. 20

Amendment of Act No. 11, 1931. Sec. 2. (Revision.)

(3) The Marketing of Primary Products (Amendment) Act, 1931, is amended—

- (a) by omitting subparagraph (iv) of paragraph (b), and paragraph (e) of section two;
- (b) by inserting in subparagraph (iii) of paragraph 25 (g) of the same section after the word " notice " the words " where fourthly occurring."

(4) Paragraph (b) of subsection three of this section shall be deemed to have commenced on the seventeenth day of March, one thousand nine hundred and 30 thirty-one.

SCHEDULES.

Sec. 4 (1).  
(a).

FIRST SCHEDULE.

I, the undersigned, being a grower or sharefarmer or licensee (*strike out words inapplicable*) of rice of this year's growing known as the  
5 1932-1933 season, do hereby undertake, agree, and admit in consideration of the Rice Marketing Board for the State of New South Wales undertaking to accept my rice and store the same and raise money for the purpose of making me advances thereon that I shall deliver  
10 1934-1935 seasons for sale and disposal by it on my behalf upon the following terms and conditions, and that such terms and conditions apply not only to the rice yet to be delivered but to all rice already delivered by me to it, namely:—

1. That the Board is hereby authorised:—

- 15 (a) To mix such rice with other rice held by the Board and to hold the same for such period as the Board may deem expedient.
- (b) To prepare for market and sale and otherwise treat such rice  
20 in common with other rice held by the Board in such manner as the Board may deem advisable.
- (c) To sell or arrange for sale such rice in common with other rice held by the Board at such time or times and in such manner and upon such terms as the Board may, in its absolute discretion, think fit.
- 25 (d) In case the Board shall make advances to me on account of the rice delivered by me to the Board to make same at such times and upon such terms and conditions and in such manner as the Board may think fit.
- (e) To pledge the said rice in common with other rice held by  
30 the Board for the purpose of raising any money required to make advances to growers or for any other purpose relating to the marketing of the said rice.
- (f) Generally to do all things which the Board may consider  
35 necessary or expedient for the purpose of carrying out the powers aforesaid.

2. The Board shall, out of the proceeds of all rice disposed of by the Board, make payments to me in respect of the rice so delivered by me or by my authority on the basis of the net proceeds of the sale of all rice of the same quality or standard delivered to the Board  
40 during or covering such periods of time as the Board may prescribe and the proportion of such last-mentioned rice so delivered by me.

3. The Board may deduct from the proceeds of the sale of any rice sold by it any sums necessary to repay any advances made to the Board and interest thereon, the cost of freight, storage, and insurance, and all other charges or expenditure incurred in or about the  
45 storage, handling, or marketing of rice by the Board, and the costs, charges, and expenses of its administration.

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4. For the purpose of ascertaining the net price to be paid to me in respect of the rice so delivered to the Board or to any other person or persons interested therein the Board's decision as to the quality or standard of the rice so delivered as aforesaid and the deductions to be made from the proceeds of the sale thereof shall be final and conclusive. 5

5. I hereby undertake that I will not make or bring any claim, demand, action, suit, or proceeding against the Board or any officer thereof for or in respect of any loss, damage, or injury whatsoever which I may sustain or allege I have sustained by reason of any action of the Board in respect of the rice handled by the Board other than a claim, demand, action, suit, or proceeding in respect of the breach or non-observance by the Board of the provisions of this agreement or any of them. 10

Witness:

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.....  
/ /1933.

SECOND SCHEDULE.

Sec. 4 (1)  
(b).

AN agreement made between the Egg Marketing Board for the Counties of Cumberland and Northumberland and the Shires of Nattai and Wollondilly (hereinafter called "the Board") of the one part, and the undersigned producer of eggs (hereinafter called "the producer") of the other part: Whereas there are within the Counties of Cumberland and Northumberland and the Shires of Nattai and Wollondilly, in the State of New South Wales, and other parts of the said State, numerous producers of eggs (hereinafter called "the said product"), and many of such producers are desirous of forming a pool of the said product with the object amongst others of establishing an orderly market for the product and the elimination of speculation and waste in the marketing of the said product, and of arranging the financial accommodation necessary to assist in the carrying out of the said objects, and to the intent that the Board shall be the body which shall have the control of the said product upon the same being delivered to it by producers, and have the sole control and administration of the pool: Now it is witnessed that in pursuance of the said objects and in consideration of the premises and of the mutual agreements herein contained and in further consideration of similar agreements being entered into by many other producers it is hereby agreed as follows:—

1. For the purpose of giving effect to the above-mentioned objects in manner aforesaid, a pool is hereby constituted in respect of the said product, and consists of all such producers as shall have executed or shall execute respectively agreements similar in effect to these presents, and such pool is hereinafter referred to as "the pool." 40

2.



2. The period of the pool shall commence and take effect on and include the fifth day of June, one thousand nine hundred and thirty-three, and terminate on and include the second day of June, one thousand nine hundred and thirty-four (hereinafter called "the period of the pool") and every producer who shall sign this agreement or an agreement similar in effect thereto shall be deemed to have joined the pool as from and including the fifth day of June, one thousand nine hundred and thirty-three, unless otherwise stipulated in writing by the Board the authority so to stipulate being hereby conferred on the Board by the producer.

3. The producer shall from the date hereof deliver to the Board within such times, at such place or places, and in such manner as the Board shall, by notice to the producer determine, all the product produced by the producer during the period of the pool, except such as may, in the opinion of the Board, be required by the producer for food in his own household and as may be used or sold for hatching or/and incubation. The producer during the period of the pool shall not, except with the consent in writing of the Board, sell or deliver the product or any part thereof to any person, company, firm, or corporation other than the Board. The Board shall accept all the product so delivered as aforesaid, and upon the acceptance of the product by the Board the absolute property therein shall pass to the Board, and the right and interest of the producer in the product so accepted shall thereupon be converted into and become a claim for payment in manner hereinafter mentioned: Provided always that the Board may, in its sole discretion, refuse to accept such of the said product as may not, in its opinion, comply with the requirements of the Board as to size, grade, or quality, and the determination of the Board with respect thereto shall be final and conclusive.

4. Upon delivery of the product as aforesaid the Board—
- (a) Shall as soon as practicable thereafter test and grade the said product into such grades and qualities as the Board thinks fit. (For the purposes of this subsection the Board shall be the sole judge as to the grade and quality of the product so delivered.)
  - (b) Shall after the receipt of the product and in accordance with the Board's former practice and subject to paragraph (c) of this clause make an advance to the producer on account of the prospective sale of the said product according to the number and grade and quality of the product so delivered, such advance to be of such sum or sums as the Board from time to time in its absolute discretion thinks reasonable.
  - (c) Shall deduct from the amount of such advance a sum equal to five per cent. thereof to cover the estimated costs, charges, and expenses incurred or to be incurred in and about the marketing of the product, the costs, charges, and expenses of the administration by the Board of the said pool and any sums necessary to repay any advances made to the Board and interest thereon, and, in addition, shall deduct from such advance

advance the sum of one penny in respect of each one dozen eggs delivered by the producer to the Board during the period of the pool for the purpose of establishing a reserve fund to stabilise the prices of the product and to provide for any loss which may arise in respect of the marketing of any of the product delivered to the Board during the period of the pool and the administration of the pool and the costs, charges, and expenses abovementioned. 5

- (d) May deal with or market the product in such manner as the Board, in its absolute discretion, thinks fit, whether by selling on the local market, exporting, cold storing, or wholly or partly in any of those ways or otherwise howsoever. 10
- (e) May for the purpose of administering the pool and paying the costs, charges, and expenses thereof, and making the said advances, selling on the local market, and exporting and cold storing any of the product or otherwise dealing with the same raise by mortgage, charge, or other encumbrance over the product for the time being the property of the Board, or over any product subject to this agreement, and any other assets of the Board and the Special Reserve Fund hereinafter mentioned, such sum or sums of money at such rate or rates of interest and on such terms and conditions as the Board thinks fit. 15
- (f) Shall upon receipt of notice of any claim on the product or any part thereof delivered by the producer made by a third party or parties, and alleging an interest therein as lienee, mortgagee, owner, part owner, pledgee, trustee, or otherwise as soon as practicable thereafter advise the producer of such claim, and until such claim is adjusted between the producer and such third party may withhold any payment or further payments to the producer on account of any of the product delivered by him to the Board. 20 25 30

5. If the producer, with the consent in writing of the Board, shall discontinue to deliver the product to the Board, he shall not thereafter be entitled to receive any advances or payments hereunder or to participate in the available surplus (if any) in the hands of the Board at the termination of the pool as hereinafter mentioned, but he shall remain liable to contribute towards any loss that may be found at such termination of the pool to have been sustained as though he had remained in the pool and became liable to contribute towards loss as hereinafter set out. 35 40

6. If at the termination of the pool as mentioned in the last preceding clause hereof and upon examination of the complete accounts of the pool there shall be a surplus in the hands of the Board the amount of such surplus shall be certified under the hand of the auditor for the time being of the Board (which certificate upon being so signed shall be final and conclusive as to the amount of any such surplus), and the Board shall, subject to clause 8 hereof, within three months of the  
the

*Marketing of Primary Products (Amendment).*

the date of such certificate, proceed to distribute such surplus among those of the producers in the pool who shall, by virtue of this agreement, be entitled to share therein. The share therein of each such producer shall be the proportionate part of such surplus as is equal  
5 to the proportion which the number of the product delivered to the Board by the producer during the period of the pool bears to the total number of the product delivered to the Board during such period by the whole of the producers in the pool who shall be entitled to participate in such distribution under these presents.

10 7. If at the termination of the pool it shall be found that the balance of money (if any) then in the hands of the Board shall not be sufficient to liquidate and pay all outstanding liabilities incurred by the Board in the administration of the pool, the producer shall, on demand,  
15 contribute and pay to the Board such proportionate part of the deficiency as is equal to the proportion which the total number of the product delivered to the Board by the producer bears to the total number of the product delivered to the Board by all the producers in the pool. For the purposes of this clause the Board shall be the sole judge  
20 as to whether there is any deficiency and the amount thereof. On the trial or hearing of any action for the recovery of any money so found to be due or owing by the producer to the Board, the production of a certificate signed by the auditor for the time being of the Board as to the amount owing to the Board by the producer in respect of the said deficiency shall be conclusive evidence that the amount stated therein  
25 is the amount payable by the producer to the Board.

8. The pool shall, for the purposes of this agreement, be deemed to continue and not to have terminated until the whole of the product delivered during the period of the pool shall have been disposed of.

9. In the event of the producer being or becoming entitled to share  
30 in any surplus which shall have arisen, or may arise as a result of the operations of the pool conducted by the Board during the pooling period ending on the third day of June, one thousand nine hundred and thirty-three, the Board may, if it thinks fit, transfer the producer's  
35 said share of such surplus to a fund to be called the Special Reserve Fund, and the Board shall be entitled to use the moneys or assets constituting such Special Reserve Fund for the purposes of the pool hereby constituted in any manner in which it may think fit and upon  
40 the termination of such last-mentioned pool if there be any surplus available for distribution amongst the producers constituting such pool, the amount so transferred to the said Special Reserve Fund shall be a first charge upon such surplus in priority to all other claims thereon by the producer, and the amount of such Special Reserve Fund shall be distributed amongst the producers whose shares shall have  
45 been transferred thereto as aforesaid in the same proportions as they respectively shall have contributed to the Special Reserve Fund.

10. With respect to all documents requiring signature and to all statements provided for herein, a document or statement purporting to be that of the Board signed on its behalf by the Secretary or Acting Secretary thereof for the time being shall, except where otherwise  
herein

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herein provided, be received as evidence of the truth of its contents, and shall be final and conclusive and binding on the producer in all proceedings at law or in equity or otherwise. For the purposes of this clause the signature may be either written, typed, or printed.

11. All notices and documents hereunder may be served in the manner mentioned in section 170 of the Conveyancing Act, 1919-1930. 5

12. The individual members of the Board undertake no personal risk or responsibility in respect of any of the matters herein contained and shall not be personally liable or responsible to the producer or any group of producers in respect of any losses which the producer or any other producer may suffer or be put to in the premises or which may arise out of or result to the pool or to the producer by virtue of this or any other agreement or anything done, suffered, or omitted thereunder or otherwise howsoever. 10 15

Dated the \_\_\_\_\_ day of \_\_\_\_\_, one thousand nine hundred and thirty-three.

Witness to producer's signature.

..... (Signature of producer) 20

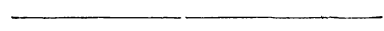
..... (Occupation) .....

(Address) .....

Number of female fowls (over 6 months old) on farm ..... 25

Name of producer in full (Mr., Mrs., or Miss) .....

For and on behalf of the Board, ..... 30  
Chairman.



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[CONFIDENTIAL.]  
(Rough Draft for Consideration Only.)

No.           , 1933.

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A B I L L

To amend the Marketing of Primary Products Act, 1927-1931, in certain respects; to validate certain deductions by Boards from the proceeds of sale of commodities; and for purposes connected therewith.

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**B**E it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows :—

**1.** (1) This Act may be cited as the "Marketing of Short title. Primary Products (Amendment) Act, 1933," and shall be read and construed with the Marketing of Primary Products Act, 1927-1931, in this Act referred to as the Principal Act.

*Marketing of Primary Products (Amendment).*

(2) The Principal Act, as amended by this Act, may be cited as the Marketing of Primary Products Act, 1927-1933.

(3) The Principal Act is amended as follows:—

Amendment of Act No. 34, 1927.

(a) by omitting from subsection three of section seven the words " A board shall not be so constituted as to consist of other than the numbers of elected and appointed members respectively stated in subsection one of this section ";

Sec. 7 (3). (Appointment of board.)

(b) (i) by inserting in subsection three of section fourteen after the word "marketing" the words "or treatment";

Sec. 14. (Deduction.)

(ii) by inserting next after subsection four of the same section the following new subsection:—

(5) Notwithstanding anything contained in this section, a board may out of the proceeds of sale of the commodity delivered to the board during or covering any period of time prescribed in pursuance of subsection two of this section deduct for the purpose of liquidating any liability incurred during or covering any such prior period or for such other prescribed purposes such sum of money as may be prescribed or as may be determined in a prescribed manner.

Deductions made before the enactment of this subsection that would have been authorised by this subsection, had it and the regulations first made as supplementary thereto then been in force, are hereby validated.

(b) Until the sum or sums of money so retained shall be used for any one or more of such purposes, the board may invest such sum or sums or any part thereof in any one or more of the investments in which trustees are authorised to invest trust funds by virtue of the provisions of the

Trustee

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Trustee Act, 1925, and any amendment thereof or on deposit with the Colonial Treasurer or with the bankers for the time being of the board, with power from time to time to deal with or vary any such investments and dispose of all or any part thereof for the benefit of the business of the board having regard to the purposes for which the money was retained.

(4) Subparagraph (iii) of paragraph (d) of subsection two of the Marketing of Primary Products (Amendment) Act, 1928, is hereby repealed.

Consequential  
repeal of Act  
No. 19, 1928,  
s. 2 (d), (iii).

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