

Limit of Broker's charges against grower.

14. Except as herein or in the Regulations expressly permitted or as may be expressly authorised in writing by or on behalf of the Minister no Government Woolbroker shall demand or accept from the owner of any wool subject to this agreement or from any other person in respect of that wool any brokerage, commission, or other remuneration or reimbursement.

Strikes.

15. No delay or loss necessarily caused by strike, civil disorder or other unavoidable cause shall render the Government Woolbroker liable in damages or otherwise to the Minister for any default or damage arising therefrom.

Compliance with instructions.

16. Every Government Woolbroker will promptly comply with all proper requisitions of the Minister, the Director-General or any authorised officer of the Department of Agriculture and the Director or any authorised officer of the Marketing Department.

Additional services.

17. The Minister may at any time require any Government Woolbroker to perform services additional to those required of him under this agreement and in such case shall pay to the Government Woolbroker such additional remuneration as shall be agreed upon between the Minister and the New Zealand Woolbrokers' Association.

Buyers and Brokers Regulations.

18. In all matters arising out of this agreement so far as this agreement and the Regulations permit the agreement now subsisting between the New Zealand Wool Buyers' Association and the New Zealand Woolbrokers' Association with respect to the conduct of wool sales commonly referred as to "the Regulations governing Wool Sales 1913 and amendments thereto" shall apply as though the Minister were a wool buyer for the purposes of that agreement.

Disputes.

19. If any disputes shall arise or agreement shall not be reached between any Government Woolbroker or the New Zealand Woolbrokers' Association and the Minister as to the scope of the services to be rendered by a Government Woolbroker, the remuneration payable in respect of any additional services required by the Minister under clause 17 hereof, the validity or propriety of any requisition of the Minister, the Director-General or other officer of the Agriculture Department or the Director or other officer of the Marketing Department or as to any other matter arising out of this agreement that dispute or the question on which the parties have failed to agree shall be determined by arbitration under the provisions of the Arbitration Act, 1908, and this agreement shall be deemed to be a submission for the purposes of that Act.

Period of agreement.

20. The term of this agreement shall be one year from the first day of October, 1939 and thereafter this agreement shall continue in force until the acquisition of the clip of wool coming to hand next after the termination of the present war with Germany unless either the Minister or the New Zealand Woolbrokers' Association on behalf of the persons firms and companies whose names are set out in the Second Schedule hereto terminates this agreement by the Minister giving to the said Association or the Association giving to the Minister six calendar months' notice of his or its intention to do so such notice expiring during the month of September in any year.

Delegation of powers.

21. Any notice to be given discretion to be exercised or thing or matter to be done by the Minister under this agreement shall be sufficient if given exercised or done by the Minister or by the Director-General of Agriculture or by the Director of the Export Division of the Marketing Department or any other person authorized by the Minister generally or particularly in that behalf.

Interpretations.

22. In this agreement—

"Date of appraisement" means the day on which the appraisement of all wool stored in the wool stores of all Government Woolbrokers and entered for that appraisement is completed.

"Minister" means the Minister of Agriculture.

"Owner" means any person who has the right to sell any wool with or without the concurrence of any other person.

"Regulations" means any regulations relating to the purchase of wool that may be made under the authority of the Emergency Regulations Act, 1939, and any Regulations made in amendment thereto or in substitution therefor.

IN WITNESS WHEREOF these presents have been executed by the Minister and the persons firms and companies whose names and execution by whom appear in the Second Schedule hereto.

#### FIRST SCHEDULE.

Usual channels.

1. For the purpose of these conditions it is hereby declared that as far as is practicable the usual channels of business heretofore existing between the owner of wool and the Government Woolbrokers will be observed.

Duties of Brokers.

2. The Government Woolbroker will receive the wool in his store and keep it properly stored until shipment.

3. The Government Woolbroker will weigh, stack, catalogue, group, open and display the wool for valuing.

4. The Government Woolbroker will cause the wool to be classified and valued for appraisement by the Government Appraiser.

5. The Government Woolbroker will resew, rebrand, outweigh and stack the wool and counter-mark the same in manner prescribed by clause 6 hereof or as otherwise directed.

6. All bales shall be countermarked on the clear end and if required also on the flat side in accordance with directions given by or with the approval of the Minister. All letters and figures appearing in the counter-mark shall be three inches in height and three-quarters of an inch in thickness of line and the counter-mark shall be enclosed with a plain margin three-quarters of an inch wide.

Example—

W. N.Z. 1010

W. is the centre.

N.Z. 1010 is the type.

Space is to be left for any other mark.