

provided that the Purchaser may, on any day refuse to accept milk in excess of the lower limit of variation, if he shall have given to the Vendor not less than 3 clear days' notice of his intention to do so.

B. The Vendor agrees with the Purchaser to sell, and the Purchaser agrees with the Vendor to buy, from the 12th May, 1935, or from the date of the registration of this Contract (whichever may be the later) to the 31st August, 1935, pure new milk, clean and marketable with all its cream, such milk having been produced from milch cows kept by the Vendor, and being of Grade or of a Grade not inferior thereto, to the quantity of—

- (y).....imperial gallons on Sunday of each week;
- (y).....imperial gallons on Monday of each week;
- (y).....imperial gallons on Tuesday of each week;
- (y).....imperial gallons on Wednesday of each week;
- (y).....imperial gallons on Thursday of each week;
- (y).....imperial gallons on Friday of each week;
- (y).....imperial gallons on Saturday of each week; with an allowance of ten per cent. variation each way,

provided that the Purchaser may on any day refuse to accept milk in excess of the lower limit of variation, if he shall have given to the Vendor not less than three clear days' notice of his intention to do so.

In the event of any day's delivery being below the said limit of variation, the Vendor shall pay to the Purchaser a sum calculated at the rate of fourpence per gallon upon the number of gallons by which the number of gallons supplied on that day falls short of the limit of variation, and the Purchaser may deduct the amount of such payment from any payments made by him in pursuance of the Contract.

In the event of any day's delivery being above the said limit of variation, the Purchaser shall accept, subject as aforesaid, the milk up to the said limit of variation, but may reject or accept the excess.

DELIVERY.

- II. The said milk shall be delivered daily by rail not later than o'clock in *(sealed churns (bottles.

(q) State a collecting point agreed on by the Vendor and Purchaser.

(K) At the Purchaser's Dairy at the Vendor arranging for the said transport and paying the carriage (if any).

(L) At the Vendor's farm at..... and in such case the Purchaser may deduct from the price a collecting charge of per gallon for collecting the said milk and conveying it from the Vendor's farm to the Purchaser's Dairy, such charge being a sum not exceeding the maximum amount chargeable in accordance with the scale prescribed

in the determination of the Joint Milk Council dated the 29th April, 1935.

(M) At a collecting point at (q)..... the Vendor arranging for the said transport from the Vendor's farm to the collecting point and paying the carriage (if any): in such case the Purchaser may deduct from the price a collecting charge of per gallon for collecting the said milk and conveying it from the collecting point to the Purchaser's dairy, such charge being a sum not exceeding the maximum amount chargeable in accordance with the scale prescribed in the Determination of the Joint Milk Council dated the 29th April, 1935, in respect of the distance concerned or in respect of the distance between the Vendor's farm and Purchaser's dairy, whichever may be the less.

PRICE.

- III. (1) The nett price per imperial gallon to be paid by the Purchaser for the said milk shall be
- (2) The Purchaser shall also pay the Vendor a sum of per imperial gallon for the service of bottling the said milk, such sum being of an amount not less than the price payable for this service under the Determination of the Joint Milk Council dated the 29th April, 1935.
- (3) The Purchaser shall pay to the Vendor the same nett price each week/fortnight/month on or before the due date.
- (4) In this Contract the expression "due date" in relation to any week's deliveries of milk means the Friday in the ensuing week and in relation to deliveries of milk made during any fortnight or calendar month shall be the twelfth day after the conclusion of the fortnight or calendar month concerned.

DETERMINATION OF THE CONTRACT IN CERTAIN CIRCUMSTANCES.

IV. (1) If the Purchaser shall at any time fail to pay any sum due by him to the Vendor on or before the fourth day after the due date, then and in that case the Vendor may (without prejudice to any other available remedies) give to the Purchaser and to the Joint Milk Council written notice of his intention to determine the Contract, and unless the Purchaser shall, on or before the fifth day after the receipt of such notice, pay the amount due, the said Contract shall be deemed to have been determined at the expiration of the said fifth day. In this respect time shall be of the essence of the Contract. Upon the termination of the Contract the Vendor shall notify the Council without delay.

(2) The Vendor may (without prejudice to any other remedies available to him) by written notice to the Purchaser and the Council forthwith terminate this Contract in either or any of the cases following, namely:—