

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, subject as aforesaid, accept 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.

(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 30th July, 1935.

(m) At a collecting point at 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 of collecting charge of per gallon for collecting 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 30th July, 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. The nett price per imperial gallon to be paid by the Purchaser for the said milk shall be

(2) The Purchaser shall also pay to 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, 1935.

(3) The Purchaser shall pay to the Vendor the said nett price each (week) (fortnight) (calendar 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:—

(a) If any cheque drawn by the Purchaser in favour of the Vendor shall be dishonoured;

(b) If the Purchaser shall become subject to the Bankruptcy Laws or make any arrangement or composition with his creditors or permit any execution to be levied on or at his collecting depot, dairy or other milk distributing premises, or being a Company shall enter into liquidation whether voluntary or compulsory (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction);

(c) If the Purchaser shall at any time unlawfully refuse or fail for two consecutive days, or for four days in any period of fourteen days, to accept any milk tendered to him by the Vendor, pursuant to this Contract.

REVOCATION AND SUSPENSION OF LICENCES.

V. If the Ministry of Agriculture suspends or revokes:—

(a) the licence by virtue of which the Vendor produces and sells the milk delivered under this Contract; or

(b) the licence by virtue of which the Purchaser purchases and re-sells the milk delivered under this Contract, the Contract shall be deemed to have terminated on the date of such suspension or revocation, and the other party shall not thereby be entitled to any right or remedies to which he would be entitled in the event of a breach of any of the provisions of this Contract by the party whose licence has been suspended or revoked.

GENERAL.

VI. (1) This Contract is subject to any contingencies beyond the control of the parties