

available the Board shall use their best endeavours to obtain, sell, and deliver to the Curer the said number of pigs at the prices so arrived at within fourteen days of receipt of written request in that behalf. Should the Board be unable for any reason whatever to obtain, sell and deliver such pigs to the Curer within the said fourteen days, the Board shall hand over to the Curer any sum received by them from the Producer by way of liquidated damages but the Board's liability to pay shall not arise until they have first obtained from the Producer the liquidated damages so payable.

8.—Default by Curer.—If the Curer shall be prevented from accepting or receiving at his premises the said pigs or any of them by any accident or event whatsoever outside his reasonable control including but without limitation upon or prejudice to the generalities expressed herein (a) Any order made or act done by the Ministry or other competent public authority whereby the Curer is prevented from accepting or receiving pigs at his premises; (b) Any infectious or contagious disease upon the Curer's premises whether amongst pigs or other stock, provided that the existence thereof is certified by a duly qualified Veterinary Surgeon, or (c) Fire, flood, earthquake, strike, lock-out, act of the King's enemies or any other similar event, then and in any of such cases the Curer shall as soon as the said accident or event becomes known to him forthwith notify in writing the Producer, the Board and the Council and this Contract shall thereupon be avoided so far as concerns those pigs which ought to have been accepted or received by the Curer under Clause 1 of this Contract and Clause 3 hereof and which cannot be accepted or received as a result of such disability. In the event of such disability occurring, the pigs which should have been delivered under this Contract during the period for which the disability exists shall be at the option of the Board for a period of 14 days from the time when the pigs should have been delivered and the Board shall use their best endeavours to dispose of the same, either as live pigs or as pig carcasses at the best terms obtainable. Should the Curer wilfully or negligently default in accepting delivery of the pigs contracted to be sold then in every such case the Curer shall pay to the Board within one month of written demand being made by way of liquidated damages the sum of One Pound for each pig which he has failed to accept delivery of. Such payment of liquidated damages shall be in full satisfaction and discharge of any claim which the Producer or the Board may have in respect of the failure to accept delivery of the number of pigs hereby agreed. Should default be made in the payment of liquidated damages the Board shall take such steps as they may deem necessary for the recovery thereof.

9.—Default by Curer.—DEFINITION OF BOARD'S RESPONSIBILITY. The Board agree with the Producer to hand over to the Producer any sum of money received by the Board from the Curer by way of

liquidated damages arising out of the Curer's failure to accept delivery as is provided by Clause 8 hereof, but the Board's liability to pay shall not arise until they have first obtained from the Curer the liquidated damages so payable.

10.—Default in Payment of the Purchase Price by Curer.—If the Curer shall fail to pay to the Producer any sum due to the Producer in respect of any pigs delivered under this Contract before the expiration of the 14th day after the day on which the said pigs shall have been delivered, the Producer may, if he thinks fit, by notice in writing to the Curer, the Board and the Council (in addition and without prejudice to any other remedy open to him) forthwith determine this Contract and the Curer shall thereupon pay to the Producer all such loss as the Producer may incur on reselling or otherwise disposing of the remainder of the pigs hereby agreed to be sold. Provided always that for a period of 14 days after such determination of this Contract the said pigs shall be at the option of the Board who shall use their best endeavours to dispose of the same either as live pigs or as pig carcasses at the best terms obtainable. The Board may, at the request of the Producer, take such proceedings as may be necessary to recover from the Curer the loss sustained by the Producer but all costs incurred therein must be borne by the Producer.

Provided that where the grader delays his decision as to the suitability of a pig for the manufacture of Wiltshire bacon the Curer shall not be deemed to have defaulted in the payment of the purchase price of any such pig until after the expiration of the twenty-first day after slaughter.

11.—New Contract.—At any time during which any pigs are at the Board's option pursuant to this Contract the Producer shall at the written request of the Board enter into a Contract with the Board or with any Curer specified by the Board to deliver such pigs to the Board or to the Curer at the prices as determined by the Council.

12.—Variation of Contract.—The Council may, before registration, require that the Contract shall be amended by specified reductions in the numbers of pigs set out therein and, provided that the parties to the Contract signify in writing to the Council their agreement thereto, the Contract shall be deemed to be so amended and shall have effect accordingly.

Except as herein specifically mentioned, no variation of this Contract shall be valid or have effect unless made in writing by the parties to the Contract and approved by the Council.

13.—Maintenance of Quota.—This Contract shall, at the end of such calendar month as the Council may decide, become null and void at the option of any of the parties hereto if:

(a) there shall be no restriction of imports of bacon into the United Kingdom maintained on a fortnightly basis either by