

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 hereto, such as strikes, lockouts, fires or riots, and in case either party shall thereby be prevented from fulfilling the duties imposed upon him or them hereby, or the Purchaser shall be unable, in consequence, to deal with the milk, then, and in such case, so far as is necessary, the operation of this Contract shall, on written notice by either party to the other and to the Council, be suspended during the continuance of the contingency or contingencies in question.

(2) Without prejudice to the generality of the last preceding sub-clause the Vendor shall not be liable for the total or partial failure of the supply of milk from his said cows due to the occurrence of infectious disease among the family, the employees or livestock of the Vendor, if the Vendor shall have notified in writing the Purchaser and the Council of the occurrence of the said disease immediately upon its coming to his knowledge. The Vendor shall take all reasonable steps to overcome the risk of infection and to resume full supply as soon as possible.

Without prejudice to the generality of the last preceding sub-clause the Purchaser shall not be liable for any failure to accept any milk tendered to him by the Vendor pursuant to this Contract, where such failure is due to the occurrence of infectious disease among the family or the employees of the Purchaser, if the Purchaser shall have notified in writing the Vendor and the Council of the occurrence of the said disease immediately upon its coming to his knowledge. The Purchaser shall take all reasonable steps to overcome the risk of infection and to accept full supply as soon as possible.

VII. The benefit and obligations of this Contract may, with the previous consent in writing of the other party to this Contract and of the Council be assigned by the Vendor to another registered producer or by the Purchaser to a third party, and it is hereby expressly agreed and declared that every such assignment duly assented to as aforesaid shall be deemed to have relieved the assignor of his obligation to deliver or take milk under this Contract after the date of the said assignment.

VIII. This Contract shall become null and void upon the Council refusing to register it.

IX. Any notice required to be given by the Vendor to the Purchaser or by the Purchaser to the Vendor under this Contract shall be well and sufficiently made or given if sent through the post by registered letter addressed to the Purchaser or the Vendor, as the case may be, at his said address or left for him thereat, and any such notice sent by post shall be assumed as a fact to have been received on the date on which it should have been received in the ordinary course of post.

X. In the construction of this Contract—
“Vendor” shall include where the context permits the Vendor’s executors, administrators and permitted assigns, or in the case of a Company its successors and permitted assigns.

“Purchaser” shall include where the context permits the Purchaser’s executors, administrators, and permitted assigns, or in the case of a Company, its successors and permitted assigns.

“Joint Milk Council” means the Joint Milk Council for Northern Ireland.

Other expressions have the meanings respectively assigned to them in the Milk and Milk Products Act (Northern Ireland), 1934. Unless the contrary intention appears—

- (a) words importing the masculine gender shall include females;