

ciation the sum of twenty-five pounds per centum on the value of such excess, calculated at the current rate, at the end of the said year; and in default of payment thereof to the association on demand may, subject to any provision herein contained for the determination of differences, be sued therefor, and the amount thereof recovered from them by the association in any Court of competent jurisdiction. All moneys payable to the association under this paragraph (15) or under paragraph 14 shall be deemed to be liquidated and ascertained debts, and recoverable as such and not merely as damages, and, in addition to any other remedy that may be available against the mill-owners, the amount thereof may be deducted from any moneys owing to them by the association.

16. If any flour supplied by the said mill-owners to the association under this agreement shall be of inferior quality it may be sold by the association for less than the market rate, and if so sold in consequence of such inferiority the difference between the market rate and the price at which the said flour shall have been sold shall be paid by the said mill-owners to the association; and in default of payment thereof to the association on demand they may, subject to any provisions herein contained for the determination of differences, be sued therefor, and the amount recovered from them by the association in any Court of competent jurisdiction: Provided that notice of objection to the quality of such flour be given by the directors to the said mill-owners within sixty days after the delivery of such flour to the association.

17. If the said mill shall, during the said term of two years or any renewal thereof, be destroyed by fire, or shall in any manner cease temporarily or permanently to be in the possession and under the control of the said mill-owners in such manner that the said mill-owners shall be unable to supply flour from the said mill in pursuance of this agreement, then and in such case they shall cease to be bound to continue supplies, and the directors shall have the option of determining the connection of the said mill-owners with the association by at least three months' notice in writing to be given by them within thirty days thereafter; or if such inability of the said mill-owners shall arise from any cause over which they have no control, and without their fault in any respect, they may themselves determine their connection with the association in like manner by giving at least three months' notice in writing to the secretary of the association in like manner and paying all calls, fees, and dues payable by them to the association up to the date of the expiration of such notice; and such mill shall in every such case thenceforth be deemed to cease to be an associated mill. The like result shall follow in the event of the death, lunacy, or bankruptcy of the mill-owners should their representatives decline to become members of the association and comply in all respects with the articles of the association, or should they not be accepted as members by the directors.

18. The said mill-owners will not, nor will either nor any of them, at any time during the said period of two years do or cause or permit to be done any act or thing whereby they may be disabled from supplying flour to the association from the said mill in accordance with this agreement.

19. Nothing herein contained shall be deemed to prevent the said mill-owners from selling or leasing the said mill if the purchasers or lessees thereof shall become members of the association and comply with the terms of the articles for the residue of the said period of two years, or if the mill-owners substitute another mill (approved by the directors) for the one so sold, provided that the directors of the association agree to accept such purchaser or lessee in lieu of the said mill-owners.

20. The said mill-owners will from time to time, as required by the directors, render to them true and full accounts of all flour sold, supplied, gristed, or manufactured by the said mill-owners to, for, or on account of any other person or company than the association for consumption within or without New Zealand separately, and the name of every such person or company, and all other particulars required by the directors, and of all moneys received in respect thereof; and the books of the said mill-owners shall at all reasonable times be open to the inspection of the directors, or of their authorised agent or agents, so far as may be necessary for ascertaining the quantities of flour so sold, supplied, gristed, or manufactured, and of money so received agreed to be paid, and of such other particulars as aforesaid.

21. During the said period all offals manufactured in the said mill by the said mill-owners (save and except such as shall be exported from New Zealand) shall be sold by the association, as the agent of the said mill-owners, at a *del credere* commission of five pounds per centum; and in effecting such sales the association shall, as nearly as may be, in respect of offals produced by the various associated mills, observe the same proportions as are hereinbefore provided for in the case of supplies of flour to the association, and the association shall pay to the said mill-owners all moneys due to them in respect of offals so sold within thirty days after the delivery of such offals to the association, or at such period as may be mutually agreed upon.

22. The said mill-owners will take up and accept shares in the association to the extent of fifty pounds in respect of each half-sack of the fixed capacity of the said mill; but when there are two or more owners of the same associated mill such owners shall, for the purpose of estimating the number of shares which may be allotted to them under the articles, be deemed to constitute a single person; but such shares may, at the option of the said mill-owners, and with the approval of the directors of the association, be held jointly or severally by the said mill-owners, and may be held by one or more of such mill-owners, exclusive of the others, or in such proportions as such mill-owners shall think fit: Provided always that if the said mill-owners are an incorporated company having no power to accept such shares they will forthwith, after the registration of the articles of the association, take all necessary steps, whether by way of reconstruction or by way of application, to the Supreme Court to obtain the necessary power, and will thereupon take up and accept such shares in manner aforesaid.

23. Unless the said mill-owners shall, at least three calendar months before the expiration of the said term of two years, give notice in writing to the secretary of the association of their inten-