

determination of differences, be sued therefor, and the amount recovered from them by the association in any Court of competent jurisdiction: Provided that in case of alleged inferiority notice of objection to the quality of such flour shall be given by the general manager 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 continuance of this agreement, 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 or to grist in pursuance of this agreement, then and in such case they shall cease to be bound to continue supplies or to grist, 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 general manager 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: Provided always that if the said mill-owners, their executors, administrators, or assigns, within twelve calendar months of the occurrence of any event entitling them to discontinue to supply flour to the association or to determine their connection with it, shall be again in a position to supply flour, then and in such case they shall be bound to do so, and all obligations expressed in or to be implied from this agreement shall reattach to them as from that date. This clause shall not prevent any mill-owner from making arrangements with any other mill or mills to supply his proportionate quantity of flour until such time as he shall be enabled to put his mill again in working-order, provided the time occupied in doing this shall not exceed twelve months from the date on which his mill was rendered incapable of working.

18. The said mill-owners will not, nor will either or any of them, at any time during the continuance of this agreement do or cause or permit to be done any act or thing whereby they may be disabled from supplying flour to or gristing for the association 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 by taking over the shares of the said mill-owners, and shall comply with the terms of this agreement.

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 for consumption within or without New Zealand separately, and the name of every person or company to or for or on account of whom the same shall have been sold, supplied, gristed, or manufactured, 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 aforesaid agent or agents, so far as may be necessary for ascertaining the quantities of flour so sold, supplied, gristed, or manufactured, and of moneys so received or agreed to be paid in respect thereof, and of such other particulars aforesaid.

21. 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, if they have not already done so; 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 proportion as such mill-owners shall think fit.

22. If the said mill-owners shall, at least three calendar months before the expiration of the term of one year from the first day of March, 1903, give notice in writing to the general manager of the association of their intention to determine the association of their mill such association shall determine, but otherwise shall continue in force for a further period of one year from the expiration of the said term, and so on for each succeeding period of one year. This agreement shall cease and determine whenever the said mill ceases to be an associated mill hereunder or under the articles of the said association, but without releasing the said mill-owners from liability otherwise than as is herein or in the said articles mentioned.

23. If any difference shall arise between the association or any of its officers and the said mill-owners or any of them, as members of the association or otherwise, as to the construction or performance of these presents, or touching the rights, duties, or liabilities of the said mill-owners or any of them hereunder, such difference shall (except in cases in which it is hereinbefore provided that the decision of the directors shall be final) in the first place be determined by the directors, subject to appeal to the members of the association in general meeting assembled within thirty days thereafter, or as soon afterwards as may be practicable, which meeting it shall be the duty of the directors to convene on the application in writing of any of the parties to such difference, and unless the members of the association by resolution in general meeting reverse the decision of the directors within the said period such decision shall be final. The determination of such difference by the directors or the members in general meeting, as the case may be, in favour of such mill-owners shall in all cases be a condition precedent