

to the right of such mill-owners to take proceedings in any Court of law or equity in respect of the matters in difference or any claim or demand arising out of the same. In cases in which the decision of the directors is hereinbefore made final their decision in favour of any mill-owners shall be a condition precedent in like manner.

24. If the said mill-owners shall at any time fail to observe and perform any of the provisions of this agreement or of the articles of the association, then, in addition to any other remedy that may be available against the said mill-owners, it shall be lawful for the association by resolution passed at a general meeting thereof to determine this agreement, and the said mill shall thereupon cease to be an associated mill.

25. In the event of the said mill-owners, either personally or by representative or agent, committing any breach of this agreement, or wilfully failing to comply with any of the provisions thereof, such mill-owners shall pay for each breach or non-compliance such sum, not being less than one pound and not more than one hundred pounds, or in the case of a continuing breach or non-compliance such sum not being less than one pound or more than ten pounds, for every day or part of a day during which such breach or non-compliance shall continue (by way of liquidated damages) as may be determined by the directors, subject to the right of appeal to the members of the association as hereinbefore mentioned in cases where such appeal is provided for. All sums of money accrued or accruing payable hereunder may be deducted from any moneys for the time being owing or accruing by the association to the member in default, or sued for and recovered by the association in any Court of competent jurisdiction, or recovered partly by one and partly by another of those means. The remedy provided by this section shall be in addition to any other possessed by the association, and the concluding provisions of section 15 hereof shall apply hereto, provided that, should the said association enforce the payment of twenty-five pounds per centum in any case pursuant to the said section 15, it shall not also enforce its remedies under this section.

26. If for any reason this agreement shall be ineffective to bind the parties hereto or either of them in any corporate or other capacity expressly mentioned herein, it shall operate to bind them or either of them in any other corporate or other capacity which they or either of them may possess or acquire, and in which they can now or hereafter lawfully be bound hereunder, and it shall in all cases bind the parties hereto, their executors, administrators, successors, and assigns jointly and severally.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written. [Signatures.]

#### SCHEDULE REFERRED TO IN CLAUSE 5.

##### *Example.*

	£	s.	d.	£	s.	d.	£	s.	d.
Flour—1 ton at ... ..	...	...	...	10	0	0			
Less 5 per cent. commission ... ..	...	...	...	0	10	0			
							9	10	
48 bushels wheat, at 4s. ... ..	...	...	...	9	12	0			
Less value of offal, at £4 per ton—									
500 lb. bran } 4s. ... ..	...	...	...	1	12	0			
300 lb. sharps }	...	...	...						
Commission on sale of offal, 1s. 7d.; 5 sacks at									
5d., 2s. 1d. ... ..	...	...	...	0	3	8			
							1	8	4
							8	3	8
Cost of manufacture, which includes sacks for flour, wages, oil, coal,									
&c. (but not the use of the mill or machinery, or interest on									
capital), per ton ... ..	...	...	...	0	17	6			
							9	1	2
							£0	8	10
48 bushels wheat, at 60 lb. per bushel ... ..	...	...	...	...	2,880	lb.			
Flour, 2,000 lb.									
Bran, 500 "									
Sharps, 300 "									
Waste, 80 "									
							2,880	lb.	

#### C.

##### NAMES AND ADDRESSES OF ASSOCIATED MILLERS.

ASPINALL and Co., Temuka; Allen, Richard, Christchurch; Brown and Son, D. H., Christchurch; Bruce and Co., Oamaru; Canterbury Mills Company, Ashburton; Chamberlain Bros., Masterton; Chamberlain, T. R., Feilding; Christie, D. L., Lawrence; Dickie Bros., Wanganui and Waverley; Evans, Richard, Kaiapoi; Gow, J. C., Palmerston South; Gardner and Co., Cust; Harraway, H., Dunedin; Henderson Bros., Marton; Hudson and Co., R., Dunedin; Little and Co., J., Sentry Hill; Meek, J. and T., Oamaru; Moir and Co., Christchurch; McGill, Peter,