

4. The cheese shall be shipped in good and merchantable condition at a customary grading port on board ocean steamer for direct carriage to the United Kingdom, and shall be consigned to His Majesty's Government in the name of the Butter and Cheese Imports Committee, London, or in such other manner as the Controller of the Department of Imperial Government Supplies at Wellington (hereinafter referred to as the "Controller") may from time to time direct: Provided that in any case the Government may permit cheese to be shipped at a customary grading port for carriage to and transhipment at another customary grading port on through bills of lading.

5. The bills of lading, specifications, and grade-notes for all cheese so shipped shall be delivered by the shipper to the Controller.

6. In respect of all loss or damage from fire or other cause whatsoever the cheese shall be at the risk of the seller until it has been shipped in manner aforesaid.

7. All cheese so shipped and consigned to His Majesty's Government shall become the property of and be at the risk of His Majesty upon shipment as aforesaid, and shall be paid for as soon as the bills of lading, specifications, and grade-notes have been delivered to the Controller; and a contract of sale and purchase on the terms and conditions herein set forth shall be deemed to be constituted by such shipment and consignment.

8. All cheese is to be properly packed by the seller with scale boards in new export crates of thoroughly seasoned, dressed, white-pine timber, properly secured; each crate to contain two cheeses of the usual export size, with dividing-boards not less than three-quarters of an inch thick between the cheeses, the crate-ends to be bound with wire or hoop iron, and the battens to be double-nailed to the dividing-boards.

9. The crates are to be branded in such manner as may be directed by the Director of the Dairy-produce Division of the Department of Agriculture.

10. Cheese is to be white or coloured as the said Director may from time to time direct, but in default of any such directions the cheese may be white or coloured as the manufacturer thinks fit.

11. Cheese is to be free from any adulteration whatever, and shall be manufactured not less than fourteen days before packing.

12. The crates shall be marked with the actual cheese-weights, which shall be checked by the Government Grader, and payment shall be made on the Grader's weights less  $2\frac{1}{2}$  per cent. for shrinkage.

13. No cheese will be purchased by the Government except from the manufacturer thereof.

14. (a.) If by reason of shipping-space being insufficient or for any other reason it is impossible for the manufacturer of any cheese to effect shipment thereof in accordance with the foregoing provisions within fourteen days after the receipt thereof in a Government grading-store, the Government will, on demand, make to the manufacturer an advance equal to 90 per cent. of the value of that cheese on the terms and conditions following.

(b.) Such advance shall be repayable on demand, and shall bear no interest.

(c.) Such advance shall be secured by the delivery to the Government of the store-warrants for the cheese in respect of which it is made.

(d.) No such advance shall be made except on the certificate of the Government Grader that the cheese is fit for purchase by the Government in accordance with the foregoing provisions.

(e.) No such advance shall be made until and unless the Controller is satisfied that the cheese is covered by insurance against fire to the full extent of the advance in the name of the Crown.

(f.) Every manufacturer who accepts any such advance shall at all times prior to shipment of the cheese in manner aforesaid keep the same duly insured against fire to the full extent of the advance in the name of the Crown and to the satisfaction of the Controller.

(g.) The acceptance of any such advance shall be deemed to constitute a contract between the Government and the manufacturer for the purchase and sale of the cheese in accordance with the foregoing provisions and for its shipment in manner aforesaid as soon as possible, but the cheese shall remain the property of the manufacturer and at his risk in all respects until shipment of the cheese by him in accordance with the contract.

(h.) The foregoing provisions as to advances shall extend and apply to cheese which is already in a Government grading-store at the date of these presents, and the period of fourteen days shall run from the day on which such cheese was received into the store.