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STATUTORY RULES AND ORDERS OF
NORTHERN IRELAND.

1937. No. 63.

ANCIENT MONUMENTS.

ARCHÆOLOGICAL FINDS.

Regulations dated the 7th day of August, 1937, made by the Ministry of Finance under Section 4 of the Ancient Monuments Act (Northern Ireland), 1937.

WHEREAS by section four of the Ancient Monuments Act (Northern Ireland), 1937, it is provided in effect that, subject as in the said section mentioned, the finder of any archæological object shall, within fourteen days of such finding, report the circumstances of the finding and the character of the object either to the Secretary of the Ancient Monuments Advisory Council or to the officer in charge of a Royal Ulster Constabulary station, and shall together with such report deposit or forward the object found, unless it is of such a nature as not to be readily portable; that such archæological object may be retained by the Secretary of the said Council, or the constabulary officer aforesaid, for such period not exceeding twenty-one days as may be prescribed by regulations made under the said section; and that the finder shall not, until after the expiration of twenty-one days from the date of furnishing such report, without the consent of the Ministry of Finance, part with the possession of such object otherwise than

in accordance with the provisions of the said section;

And that the expression "archæological object" includes any object being a chattel, whether in a manufactured or unmanufactured state, which is, or appears to be, of archæological or historic interest, and which has, by reason of such interest, a value substantially greater than its intrinsic value or the value of the materials of which it is composed;

And whereas it is further provided by the said section that the Ministry of Finance may make regulations prescribing the action to be taken by the said Council or the constabulary officer aforesaid in regard to archæological objects deposited or received and reports furnished, and generally for carrying the said section into effect.

Now therefore, the Ministry of Finance, in exercise of the powers conferred upon it as aforesaid, hereby makes the following regulations:—

1. The officer in charge of a Royal Ulster Constabulary station (in these regulations referred to as "the police officer") on receiving a report and the deposit of an archæological object shall forthwith transmit to the Secretary of the Ancient Monuments Advisory Council (in these regulations referred to as "the Secretary") at the office of the Ministry of Finance, May Street, Belfast, the report in writing together with such remarks thereon as the police officer may judge to be relevant, and shall also transmit to the Secretary the object found, if it has been deposited with him, and can conveniently be so transmitted.

2. If a report has been received by, but the object found has not been deposited with, the police officer, he shall forthwith inspect the object at the place specified in that behalf in the report of the finder, and shall include in his report to the Secretary such particulars in regard to the object as he may judge to be relevant.

3. The Secretary may retain any object deposited with or forwarded to him for a period not longer than twenty-one days from the date of the report of the finder, but without prejudice to its retention for a further period with the consent of the finder.

4. Where the object has been deposited with the police officer and has been retained by him as not being suitable for transmission to the Secretary, the Secretary shall, not later than twenty-one days from the date of the report of the finder, instruct the police officer regarding the disposal of the object.

5. Where the object is retained by the finder as being of such a nature as not to be readily portable, the Secretary shall inform the finder within twenty-one days from the date of the report of the finder, whether any offer to purchase is proposed, and the finder if he is informed that no such offer is proposed or if he is dissatisfied with the offer, or if he receives no information under this regulation within the said twenty-one days, shall be at liberty to dispose of the object.

6. The Ancient Monuments Advisory Council shall report to the Ministry of Finance, in relation to the finding of any archæological object, all such facts as may enable the said Ministry to decide whether the object so found should be purchased, or assistance be given towards the purchase thereof, for the purpose of public exhibition in accordance with section four of the Act hereinbefore recited.

Given under the Official Seal of the Ministry of Finance for Northern Ireland this seventh day of August, 1937, in the presence of

G. C. DUGGAN,
Assistant Secretary.

STATUTORY RULES AND ORDERS OF
NORTHERN IRELAND,
1937. No. 66.

Determination by the Ministry of Finance under Section 3 of the Intoxicating Liquor Act (Northern Ireland), 1923, as amended by the Intoxicating Liquor (Finance) Act, (Northern Ireland), 1925, and by the Exchequer and Financial Provisions (No. 2) Act (Northern Ireland), 1936, of the rates at which charges are to be imposed in respect of licences for the sale of intoxicating liquor by retail to be granted or renewed during the year ending 30th September, 1938.

In pursuance of sub-sections (3) (b) and (4) of Section 3 of the Intoxicating Liquor Act (Northern Ireland), 1923, as amended by the Intoxicating Liquor (Finance), Act (Northern Ireland), 1925, and by the Exchequer and Financial Provisions (No. 2) Act (Northern Ireland), 1936, the Ministry of Finance hereby determines that the rates at which charges are to be levied in respect of all licences for the sale of intoxicating liquor by retail granted or renewed during the year ending 30th September, 1938, shall be eleven shillings and ten pence for each pound sterling of the maximum rates of charge authorised by sub-section (1) of Section 1 of the Intoxicating Liquor (Finance) Act (Northern Ireland), 1925.

Given under the Seal of the Ministry of Finance this seventeenth day of August, 1937.

G. C. DUGGAN,
Assistant Secretary.

STATUTORY NOTICE BY THE
MINISTRY OF FINANCE,
NORTHERN IRELAND.

Application has been made by the under-mentioned for a loan under the Loans for Schools and Training Colleges (Ireland), Act, 1884, as made applicable to Northern Ireland by virtue of the Government of Ireland Act, 1920, and Statutory Orders made thereunder:—

No.	Memorialist	Amount	Lands to be Charged	Barony	County
3	Beverend Robert Walter Scott Maltby	£300	Lisnaweary	Ologher	Tyrone

Dissents or objections, with reasons therefor, must be transmitted to the Ministry of Finance on or before the 18th September, 1937.

G. C. DUGGAN,
Assistant Secretary.

Ministry of Finance,
Stormont.
16th August, 1937.

Treasury Chambers,
S.W.1.

The Lords Commissioners of His Majesty's Treasury hereby give notice that they have made an Order under Section 10 of the Finance Act, 1926, relating to certain synthetic organic chemicals.

The Safeguarding of Industries (Exemption) No. 5 Order, 1937.

The Order has been published as Statutory Rules and Orders, 1937, No. 736, and copies may be purchased direct from H.M. Stationery Office at the following addresses:—80 Chichester Street, Belfast; Adastral House, Kingsway, London, W.C.2; 120 George Street, Edinburgh 2; 26 York Street, Manchester 1; 1 St. Andrew's Crescent, Cardiff, or through any bookseller.

DISEASES OF ANIMALS ACTS, 1894 TO 1934.

RETURN OF OUTBREAKS OF SCHEDULED DISEASES WHICH HAVE BEEN CONFIRMED BY, OR NOTIFIED TO THE MINISTRY DURING THE PERIOD 1ST AUGUST TO 15TH AUGUST, 1937.

NORTHERN IRELAND.

MINISTRY OF AGRICULTURE FOR NORTHERN IRELAND.

Return of outbreaks of certain Scheduled Diseases which have been confirmed by or notified to, the Ministry during the period 1st August to 15th August, 1937, and the number of the Infected Places under restrictions on the 15th August.

The first figures under the respective headings indicate the number of townlands in which were situated Infected premises under restrictions on the 15th August, 1937, and the number of the Infected Premises under restrictions on that date; and the figures in brackets indicate the number of townlands and premises in which disease was declared during the period 1st August to 15th August.

County or County Boro'.	Swine Fever (Pestis Suum)		Foot-and-Mouth Disease (Aphthæ Epizooticæ)		Anthrax (Anthrax)			
	Townlands	Premises	Townlands	Premises	Townlands	Premises	Animals Attacked	
							Cattle	Other Animals
Antrim	—	—	—	—	—	—	—	—
Armagh	—	—	—	—	—	—	—	—
Down	—	—	—	—	—	—	—	—
Fermanagh	—	—	—	—	—	—	—	—
Londonderry	—	—	—	—	—	—	—	—
Tyrone	—	—	—	—	—	—	—	—
Belfast County Borough	—	—	—	—	—	—	—	—
Londonderry County Boro'	—	—	—	—	—	—	—	—

In the Return the term "Outbreak" signifies each separate place on which disease was found.

County or County Boro'.	Sheep Scab	Parasitic Mange	Bovine Tuberculosis	
	No. of Outbreaks	No. of Outbreaks	No. of Outbreaks	No. of Animals declared affected
Antrim	—	—	8	8
Armagh	—	—	—	—
Down	—	—	8	8
Fermanagh	—	—	1	1
Londonderry	—	—	2	2
Tyrone	—	—	7	7
Belfast County Borough	—	—	—	—
Londonderry County Boro'	—	—	—	—
TOTAL	—	—	26	26

SUMMARY OF RETURNS.

PERIOD	Anthrax		Bovine Tuberculosis		Foot and Mouth Disease		Glanders (including Farcy)		Parasitic Mange	Pleuro-Pneumonia			Rabies	Sheep Scab	Swine Fever		
	Outbreaks	Animals Attacked	Outbreaks	Animals Attacked	Outbreaks	Animals Attacked	Outbreaks	Animals Attacked	Outbreaks	Outbreaks	Diseased	Cattle Slaughtered Exposed to Infection	Dogs	Other Animals	Outbreaks	Outbreaks	Swine Slaughtered as diseased or Exposed to Infection
Fortnight ended 15th Aug. 1937	—	—	26	26	—	—	—	—	—	—	—	—	—	—	—	—	—
Previous Fortnight	—	—	39	39	—	—	—	—	—	—	—	—	—	—	7	—	—
Period from 1/1/37 to 15/8/37	3	4	441	448	—	—	—	—	—	—	—	—	—	—	120	—	—

NOTE.—The following diseases have not appeared in Northern Ireland since the year shown after each disease :—Rinderpest (Pestis Bovina), 1877; Pleuro-Pneumonia (Peripneumonia contagiosa bovum), 1893; Sheep Pox (variola ovum), 1850; Rabies (Rage), 1923; and Glanders (including Farcy) (Malleus) in 1910. Epizootic Lymphangitis (Lymphangitis Epizootica) and Dourine have never existed in Northern Ireland.

Ministry of Agriculture,
Stormont,
Belfast.

MILK AND MILK PRODUCTS ACTS
(NORTHERN IRELAND), 1934 AND 1936.
DETERMINATION OF THE JOINT
MILK COUNCIL FOR NORTHERN
IRELAND IN RESPECT OF THE PERIOD
1ST SEPTEMBER, 1937, TO 30TH
SEPTEMBER, 1938.

The Joint Milk Council for Northern Ireland in exercise of its powers under Section Six of the Milk and Milk Products Act (Northern Ireland), 1934, hereby determines as follows:—

PART I. PRODUCERS' PRICES.

(1) During the periods specified hereunder milk of Grade A, Grade B, and Grade C, sold otherwise than in bottles or cartons by the holder of a Producer's licence (hereinafter referred to as the "Producer"), to the holder of a Distributor's licence (hereinafter referred to as the "Distributor"), shall be sold at the following prices for level quantities of not less than two gallons per day delivered at the distributor's premises:—

1st September, 1937, to 30th September, 1937, inclusive.

Grade A—not less than 1/2d. per gallon.
Grade B—1/- per gallon.
Grade C—1/- per gallon.

1st October, 1937, to 30th April, 1938, inclusive.

Grade A—not less than 1/5d. per gallon.
Grade B—1/3d. per gallon.
Grade C—1/3d. per gallon.

1st May, 1938, to 30th September, 1938, inclusive.

Grade A—not less than 1/3d. per gallon.
Grade B—1/1d. per gallon.
Grade C—1/1d. per gallon.

(2) The above prices are payable for the daily quantity which the distributor has contracted in pursuance of the provisions of this Determination to purchase from the producer, plus an additional 10%. The price payable for quantities purchased on any one day in excess of 10% above the contract quantity shall be at the rate of 1d. per gallon more than the appropriate price fixed above.

(3) Where milk is bottled by the Producer the Distributor shall pay to the Producer not less than 1½d. per gallon in respect of this service, bottles and caps being supplied by the Distributor.

(4) The above prices are subject to a deduction in respect of carriage (hereinafter referred to as a "Collecting Charge"), when this service is performed by the Distributor.

(5) The maximum collecting charges which may be deducted from the above prices are as follows:—

(a) When the distance between the Distributor's premises and the point at which the milk is collected or the Producer's Farm (whichever is the nearer to the Distributor's premises)—

	per gal.
does not exceed 5 miles	... ¾d.
exceeds 5 miles but does not exceed 10 miles	... 1d.
exceeds 10 miles but does not exceed 15 miles	... 1¼d.
exceeds 15 miles but does not exceed 20 miles	... 1½d.
exceeds 20 miles but does not exceed 25 miles	... 1¾d.
exceeds 25 miles but does not exceed 35 miles	... 2d.
for each 10 miles or part thereof in excess of 35 miles an additional charge of	... ¼d.

(b) Where the Distributor's premises are situated in the County Borough of Belfast, the scale of maximum collecting charges set forth above shall apply with the substitution of the City centre for the Distributor's premises.

(c) Where milk is delivered by rail to Belfast County Borough so as to arrive after 9-30 a.m., the Distributor may deduct ¼d. per gallon from the price payable to the vendor, in addition to any collecting charge which may be deducted in respect of the carriage of the milk by the Distributor from the railway terminus in Belfast County Borough to his premises.

PART II. SALE BY CONTRACT.

(1) From the 1st day of September, 1937, until the 30th day of September, 1938, inclusive, all milk of Grade A, Grade B, or Grade C sold by a Producer to a Distributor in quantities of not less than two gallons per day shall be bought and sold under contract, duly registered by the Joint Milk Council (hereinafter referred to as "the Council"). Subject to the provisions of Section Seven of the Milk and Milk Products Act (Northern Ireland), 1934, all such contracts shall be in the form prescribed in the Schedule to this Determination, or in a form to a like effect, and the terms of such contracts shall be in accordance with the provisions of Part I of this Determination entitled "Producer's Prices." All such contracts shall be submitted to the Council for registration and shall be void and unenforceable until so registered.

(2) Subject to the provisions of Section Seven of the Milk and Milk Products Act (Northern Ireland), 1934, the Council may refuse to register a Contract which is not in accordance with the aforesaid terms or in the prescribed form.

(3) The Council may refuse to register a contract if one of the parties thereto has previously been a party to a contract registered with the Council, which has been determined by reason of the non-fulfilment by that party of the terms of the said registered contract.

(4) The Distributor shall, at the time when payment is being made to the Producer for milk supplied under contract, forward to the Producer and to the Council a statement showing the period and the number of gallons to which the payment relates.

PART III. RETAIL PRICES.

(1) Subject to the provisions of Section Seven of the Milk and Milk Products Act (Northern Ireland), 1934, milk of Grade A, Grade B and Grade C sold by retail or to a Distributor by a Producer in quantities of less than two gallons per day, and delivered to the purchaser in the following areas in Northern Ireland shall, during the periods indicated, be sold at the following prices:—

(a) In the County Boroughs of Belfast and Londonderry, the Borough of Bangor, the Urban Districts of Carrickfergus, Holywood, Lisburn, Newtownards, the Rural Districts of Belfast and Castlereagh, the portion of the Hillsborough Rural District comprised in the District Electoral Division of Breda, the portions of the Larne Rural District comprised in Eden town, the District Electoral Division of Carrickfergus Rural and the townland of Kilroot, the portions of the Lisburn Rural District comprised in the District Electoral Divisions of Dunmurry, Lambeg and Malone:

- (i) from the 1st day of September, 1937, to the 30th day of September, 1937, inclusive, and from the 1st day of May, 1938, to the 30th day of September, 1938, inclusive.
Milk of Grade A—not less than 2/- per gallon.
Milk of Grade B—1/10d. per gallon.
Milk of Grade C—1/8d. per gallon.
- (ii) from the 1st day of October, 1937, to the 30th day of April, 1938, inclusive.
Milk of Grade A—not less than 2/2d. per gallon.
Milk of Grade B—2/- per gallon.
Milk of Grade C—1/10d. per gallon.

Provided that milk sold by retail in bottles containing not more than one-third pints may be sold at not less than 1/8d. per gallon.

(b) In the Borough of Coleraine, and the Urban Districts of Armagh, Ballymena, Ballymoney, Banbridge, Dungannon, Enniskillen, Larne, Lurgan, Newry, Omagh, Portadown and Strabane:

- (i) from the 1st day of September, 1937, to the 30th day of September, 1937, inclusive, and from the 1st day of May, 1938, to the 30th day of Sep-

tember, 1938, inclusive.

Milk of Grade A—not less than 1/10d. per gallon.

Milk of Grade B—not less than 1/8d. per gallon.

Milk of Grade C—not less than 1/6 per gallon.

(ii) from the 1st day of October, 1937, to the 30th day of April, 1938, inclusive.

Milk of Grade A—not less than 2/- per gallon.

Milk of Grade B—not less than 1/10d. per gallon.

Milk of Grade C—not less than 1/8d. per gallon.

(c) In the Urban Districts of Ballycastle, Donaghadee, Newcastle, Portrush, Portstewart, Warrenpoint and Whitehead:

from the 1st day of September, 1937, to the 30th day of September, 1938, inclusive.

Milk of Grade A—not less than 2/- per gallon.

Milk of Grade B—not less than 1/10d. per gallon.

Milk of Grade C—not less than 1/8d. per gallon.

(d) In all other areas in Northern Ireland:

(i) from the 1st day of September, 1937, to the 30th day of September, 1937, inclusive, and from the 1st day of May, 1938, to the 30th day of September, 1938, inclusive.

Milk of Grade A—not less than 1/8d. per gallon.

Milk of Grade B—not less than 1/6d. per gallon.

Milk of Grade C—not less than 1/4d. per gallon.

(ii) from the 1st day of October, 1937, to the 30th day of April, 1938, inclusive.

Milk of Grade A—not less than 1/10d. per gallon.

Milk of Grade B—not less than 1/8d. per gallon.

Milk of Grade C—not less than 1/6d. per gallon.

(2) Exceptions:

(a) (i) A daily quantity of not less than two gallons of milk of Grade A or milk of Grade B in bottles or cartons or of milk of Grade C may be sold to one consumer at not more than 4d. per gallon, less than the appropriate retail price.

(ii) A daily quantity of not less than two gallons of milk of Grade A or milk of Grade B in sealed churns may be sold to one consumer at not more than 6d. per gallon less than the appropriate retail price.

(iii) Milk sold by retail and collected by the purchaser from the

vendor's premises may be sold at not more than 4d. per gallon less than the appropriate retail price.

provided that in no case may milk be sold at less than the appropriate producer's price fixed by Part I of this Determination.

- (b) Milk of Grade A, Grade B, or Grade C, sold for the purpose of the manufacture of ice cream to a person whose main business is the manufacture and sale of ice cream, may be sold at not less than one penny per gallon more than the appropriate producer's price fixed by Part I. of this Determination.
- (c) Milk sold to public hospitals may be sold at not less than the appropriate producer's price fixed in Part I. of this Determination.
- (d) Milk sold to an education authority within the meaning of the Education Acts (Northern Ireland), 1923 to 1936, for the purpose of a scheme for the provision of meals for children in attendance at public elementary schools within the education area, or to a nursery school recognised by the Ministry of Education under the Education Acts (Northern Ireland), 1923 to 1936, may be sold at not less than the appropriate producer's price fixed in Part I. of this Determination.

In witness whereof the Seal of the Joint Milk Council is hereunto affixed this seventeenth day of August, nineteen hundred and thirty-seven, in the presence of:

H. BARBOUR (Chairman),
D. A. E. HARKNESS (Secretary).

The approval of the Ministry of Agriculture for Northern Ireland is hereby given to the above Determination of the Joint Milk Council in so far as it relates to the prices at or above which milk may be sold by retail.

In witness whereof the Seal of the Ministry of Agriculture for Northern Ireland is hereunto affixed this seventeenth day of August, nineteen hundred and thirty-seven, in the presence of:

D. A. E. HARKNESS
(Assistant Secretary).

SCHEDULE.

FORM OF CONTRACT FOR SALES OF LEVEL DAILY DELIVERIES OF MILK BY HOLDERS OF PRODUCERS' LICENCES TO HOLDERS OF DISTRIBUTORS' LICENCES.

DATE OF CONTRACT.

This Contract is made this day of, 193....., between the parties named hereunder, in pursuance of the Determination of the Joint Milk Council, dated the day of August, 1937 (hereinafter referred to as the "Determination of the Council").

PARTIES.

1. Holder of DISTRIBUTOR'S Licence (Purchaser).
Name
Full Address
.....
Licence No.
2. Holder of PRODUCER'S Licence (Vendor).
Name
Full Address
.....
Licence No.

PART I.—OPERATIVE PART.

(1) The Vendor agrees with the Purchaser to sell, and the purchaser agrees with the Vendor to buy, from the 1st September, 1937, or from the date of the registration of this Contract (whichever may be the later), to the 30th September, 1938, a level delivery of pure new milk, clean and marketable, with all its cream and warranted to comply with the requirements of the Sale of Food and Drugs Acts, 1875 to 1907, such milk having been produced from milch cows kept by the Vendor, and being of Grade, or of a Grade not inferior thereto, to the quantity (hereinafter referred to as the "Contract Quantity") of:—

-imperial gallons daily during the period 1st September, 1937, to 30th September, 1937.
-imperial gallons daily during the period 1st October, 1937, to 31st October, 1937.
-imperial gallons daily during the period 1st November, 1937, to 30th November, 1937.
-imperial gallons daily during the period 1st December, 1937, to 31st December, 1937.
-imperial gallons daily during the period 1st January, 1938, to 31st January, 1938.
-imperial gallons daily during the period 1st February, 1938, to 28th February, 1938.
-imperial gallons daily during the period 1st March, 1938, to 31st March, 1938.
-imperial gallons daily during the period 1st April, 1938, to 30th April, 1938.

-imperial gallons daily during the period 1st May, 1938, to 31st May, 1938.
-imperial gallons daily during the period 1st June, 1938, to 30th June, 1938.
-imperial gallons daily during the period 1st July, 1938, to 31st July, 1938.
-imperial gallons daily during the period 1st August, 1938, to 31st August 1938.
-imperial gallons daily during the period 1st September, 1938, to 30th September, 1938.

provided that a delivery on any day of not less than 90% of the Contract Quantity for that day shall be a good delivery under this Contract.

(2) In the event of any day's delivery being below 90% of the Contract Quantity, the Vendor shall pay to the Purchaser a sum calculated at the rate of twopence per gallon upon the number of gallons by which the number of gallons supplied on that day falls short of 90% of the Contract Quantity. No fine shall be payable by the Vendor where on any day the Purchaser fails to accept any part of the quantity offered on that day.

(3) If on any day [such day not being the 25th December, 1937, 26th December, 1937, 18th April, 1938 (Easter Monday), 19th April, 1938 (Easter Tuesday), 12th July, 1938, or the 13th July, 1938], any part of that day's delivery be not accepted by the Purchaser, the Purchaser shall pay to the Vendor a sum calculated at the rate of twopence per gallon upon the number of gallons by which the number of gallons accepted on that day falls short of the Contract Quantity or the quantity offered, whichever is the less, and any amount due under Part III.—Price, of this Contract shall include any sum payable by the Purchaser to the Vendor in pursuance of the terms of this paragraph.

(4) In the event of any day's delivery being above the Contract Quantity, the Purchaser shall, subject as aforesaid, accept the milk up to the Contract Quantity, but, subject to the operation of Part III.—Price, of this Contract, may reject or accept the excess.

PART II.—DELIVERY.

II. The said milk shall be delivered daily (by rail), not later than o'clock in sealed churns/bottles.

At the Purchaser's Dairy at
....., the Vendor arranging for the said transport and paying the carriage (if any); or

At the Vendor's farm at
....., and in such case the Purchaser may deduct from the amount payable to the Vendor a collecting charge of per

gallon for collecting the said milk and conveying it from the Vendor's farm to the Purchaser's dairy, such charge being a sum not exceeding the maximum amount chargeable in accordance with the scale prescribed in the Determination of the Council; or

At a collecting point at, the Vendor arranging for the said transport from the Vendor's farm to the collecting point and paying the carriage (if any): in such case the Purchaser may deduct from the amount payable to the Vendor a collecting charge of per gallon for collecting the said milk and conveying it from the collecting point to the Purchaser's dairy, such charge being a sum not exceeding the maximum amount chargeable in accordance with the scale prescribed in the Determination of the Council, in respect of the distance concerned or in respect of the distance between the Vendor's farm and Purchaser's dairy, whichever may be the less. This charge may include an additional charge or not more than $\frac{1}{4}$ d. per gallon in cases where the milk is delivered by rail in the County Borough of Belfast later than 9-30 a.m.

PART III.—PRICE.

(1) (a) For the Contract Quantity and an additional 10% thereof:—

The price per imperial gallon to be paid by the Purchaser for the said milk shall be:—

One shilling and pence from 1st September to 30/9/37

One shilling and pence from 1st October, 1937, to 30/4/38

One shilling and pence from 1st May, 1938, to 30th Sept., 1938

in accordance with the Determination of the Council.

(b) For quantities purchased on any day in excess of the quantities described at (a):—

The price per imperial gallon shall be at the rate of one penny per gallon more than the appropriate price set out in paragraph (a) as provided in the Determination of the Council.

(2) The Purchaser shall also pay to the Vendor a sum of per imperial gallon for the service of bottling the said milk, such sum being of an amount not less than the price payable for this service under the Determination of the Council.

(3) The Purchaser shall pay to the Vendor the amount due under this contract each week/fortnight/calendar month, on or before the due date.

(4) In this contract the expression "due date" in relation to any week's deliveries of milk means the Friday in the ensuing week, and in relation to deliveries of milk made during any fortnight or calendar month shall be the twelfth day after the conclusion of the fortnight or calendar month concerned.

PART IV.—RECOVERY OF AMOUNT DUE TO VENDOR.

If the Purchaser shall at any time fail to pay any sum due by him to the Vendor on or before the fourth day after the due date, then and in that case, the Council may, if the Vendor has not already instituted proceedings for recovery of the said sum, institute proceedings in the name of, and on behalf of, the Vendor for the said sum, first giving notice to the Vendor of its election so to do, and the Vendor hereby assents to such proceedings being instituted on his behalf and in his name by the Council.

PART V.—DETERMINATION OF THE CONTRACT IN CERTAIN CIRCUMSTANCES.

(1) If the Purchaser shall at any time fail to pay any sum due by him to the Vendor on or before the fourth day after the due date, then and in that case, the Vendor 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 on any day [such day not being the 25th December, 1937, 26th December, 1937, 18th April, 1938 (Easter Monday), 19th April, 1938 (Easter Tuesday), 12th July, 1938, or the 13th July, 1938], to accept any milk tendered to him by the Vendor pursuant to this contract.

PART VI.—REVOCATION AND SUSPENSION OF LICENCES.

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.

PART VII.—GENERAL.

(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.

(3) 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.

(4) The benefits 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.

(5) This Contract shall become null and void upon the Council refusing to register it.

(6) 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.

(7) 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 Acts (Northern Ireland), 1934 and 1936.

Unless the contrary intention appears:

- (a) words importing the masculine gender shall include females;
- (b) words importing a person shall include a company; and
- (c) words in the singular shall include the plural, and words in the plural shall include the singular.

As witness the hands of the parties hereto the day and year first above written.

Signed by the PURCHASER.

.....
in the presence of
Signature of Witness

.....
Address of Witness.

.....
.....
Signed by the VENDOR.

.....
in the presence of
Signature of Witness

.....
Address of Witness.

.....
.....

N.B. Each of the three copies must be signed by both Vendor and Purchaser. The Witnesses to the Signatures to this contract should be persons who have no interest therein, and who are not closely related to parties thereto.

Treasury Chambers,
S.W.1.

The Lords Commissioners of His Majesty's Treasury hereby give notice that they have made an Order under Sections 1 and 19 of the Import Duties Act, 1932, Section 7 of the Finance Act, 1932, and Section 10 of the Finance Act, 1934, viz.:-

The Import Duties (Exemptions) (No. 11) Order, 1937, relating to diatomaceous earth.

The Order has been published as Statutory Rules and Orders, 1937, No. 757, and copies may be purchased (price 1d. net), direct from His Majesty's Stationery Office, at the following addresses:-80 Chichester Street, Belfast; Adastral House, Kingsway, London, W.C.2; 120 George Street, Edinburgh 2; 26 York Street, Manchester, 1; 1 St. Andrew's Crescent, Cardiff, or from any bookseller.

Treasury Chambers,
S.W.1.

The Lords Commissioners of His Majesty's Treasury hereby give notice that they have made an Order under Sections 3 and 19 of the Import Duties Act, 1932, viz.:

The Additional Import Duties (No. 8) Order, 1937, relating to Wool Felt Hoods.

The Order has been published as Statutory Rules and Orders, 1937, No. 755, and copies may be purchased (price, 1d. net), direct from His Majesty's Stationery Office, at the following addresses:-80 Chichester Street, Belfast; Adastral House, Kingsway, London, W.C.2; 120 George Street, Edinburgh 2; 26 York Street, Manchester 1; 1 St. Andrew's Crescent, Cardiff; or from any bookseller.

Treasury Chambers,
S.W.1.

The Lords Commissioners of His Majesty's Treasury hereby give notice that they have made an Order under Section 14 of the Finance Act, 1933, and Section 19 of the Import Duties Act, 1932, viz.:-

The Import Duties (Exemptions) (No. 10) Order, 1937, regarding Raffia, not further processed after stripping and drying.

The Order has been published as Statutory Rules and Orders, 1937, No. 756, and copies may be purchased (price, 1d. net), direct from His Majesty's Stationery Office at the following addresses:-80 Chichester Street, Belfast; Adastral House, Kingsway, London, W.C.2; 120 George Street, Edinburgh 2; 26 York Street, Manchester 1; 1 St. Andrew's Crescent, Cardiff, or from any bookseller.

STATUTORY NOTICE TO CREDITORS.

In the Goods of CHARLOTTE COURTNEY BAIRD, otherwise CHARLOTTE BAIRD, late of 2 Cromac Park Terrace, 151 Ormeau Road, in the City of Belfast, Widow, Deceased.

NOTICE is hereby given, pursuant to the Statute 22 and 23 Victoria, Chapter 35, that all persons claiming to be Creditors of, or otherwise having any Claims or Demands against the Estate of the above deceased, who died on the 13th day of May, 1937, are hereby required on or before the 20th day of September, 1937, to furnish (in writing), the particulars of such Claims or Demands to the undersigned Solicitor for the Executor of the said Deceased, to whom Probate was granted on the 11th of August, 1937, forth of the Principal Registry of the King's Bench Division (Probate) of the High Court of Justice in Northern Ireland.

And Notice is hereby further given that after the said 20th day of September, 1937, the said Executor will proceed to distribute the Assets of the said deceased amongst the parties entitled thereto, having regard only to the Claims and Demands of which notice shall have been received as above required.

Dated this 13th day of August, 1937.

ROBERT WALLACE, Solicitor for said Executor, Riddels Buildings, Donegall Place, Belfast.

STATUTORY NOTICE TO CREDITORS.

In the Goods of LOUIE TURTLE, of 28 Glanworth Drive, in the City of Belfast, Spinster, Deceased.

NOTICE is hereby given, pursuant to Statute 22 and 23 Vic. Cap. 35, that all persons having any Debts, Claims, or Demands against the Estate of the above deceased, who died on the 14th day of May, 1937, and whose Will was proved in the Principal Probate Registry of the High Court of Justice in Northern Ireland on the 29th day of July, 1937, are hereby required to send in on or before the 14th day of October, 1937, particulars (in writing), of their debts, claims, or demands to the undersigned Solicitors for the Executors named in said Will.

And Notice is hereby further given that at the expiration of such time the Executors will proceed to administer the estate and distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which the Executors shall then have had notice and particulars as above required.

Dated this 12th day of August, 1937.

S. & R. CRYMBLE, Solicitors for the Executors, 8 Mayfair, Arthur Square, Belfast.

STATUTORY NOTICE TO CREDITORS AND CLAIMANTS.

In the Goods of SAMUEL MCCREA, late of Loughnease, Ballymagorry, Strabane, in the County of Tyrone, Farmer, Deceased.

NOTICE is hereby given, pursuant to the Statute 22 and 23 Vic. Cap. 35, that all persons claiming to be Creditors, or otherwise to have any Claims or Demands against the estate of the above-named deceased, who died on the 6th day of April, 1936, are hereby required on or before the 20th day of September, 1937, to furnish particulars thereof (in writing), to the undersigned Solicitors for the Executors, to whom Probate of the Will was granted forth of the Londonderry District Registry of the High Court of Justice in Northern Ireland, King's Bench Division (Probate), on the 24th day of July, 1936.

And Notice is hereby further given that after the said 20th day of September, 1937, the Executors will proceed to distribute the assets of the said deceased amongst the parties entitled

thereto, having regard only to the claims and demands of which particulars shall have been given as above required.

Dated this 14th day of August, 1937.

ELLIOTT & CLARK, Solicitors for the Executors, 35 Royal Avenue, Belfast; and Strabane.

STATUTORY NOTICE TO CREDITORS.

In the Goods of JOHN MATHER, late of Warrenpoint, in the County of Down, Merchant, Deceased (trading as Irwin & Mather).

NOTICE is hereby given, pursuant to Statute 22 and 23 Vic. Cap. 35, that all persons having any claims against the estate and effects of the above-named deceased, who died on the 21st January, 1937, are hereby required to furnish (in writing), particulars thereof on or before the 15th September, 1937, to the undersigned Solicitors for the Executors of the estate of the deceased, to whom Probate of the said Will was granted forth of the Principal Registry, King's Bench Division (Probate) of the High Court of Justice in Northern Ireland on the 24th June, 1937.

And Notice is hereby further given that after the said 15th September, 1937, the said Executors will proceed to distribute the assets of the said deceased, having regard only to the claims of which particulars shall have been given as above required.

Dated this 12th day of August, 1937.

FISHER & FISHER, Solicitors for the said Executors, 9 Needham Place, Newry.

NORTHERN COUNTIES LOAN & DISCOUNT CO. LIMITED
(In Liquidation)

NOTICE is hereby given that a General Meeting of the Company will be held in the offices of Messrs. Atkinson & Boyd, Chartered Accountants, State Building, 18 Arthur Street, Belfast, on Tuesday, 21st September, 1937, at 4 o'clock, for the purpose of having an account laid before them showing how the winding-up has been conducted, and the property of the Company disposed of, and of hearing any explanation which may be given by the Liquidator.

Dated this 12th day of August, 1937.

HUGH BOYD,
Liquidator.

JAMES F. FITZPATRICK, Solicitor for the Liquidator, 1 College Square North, Belfast.

1937. No. 60.

IN THE HIGH COURT OF JUSTICE IN
NORTHERN IRELAND.

CHANCERY DIVISION.

RIGHT HON. LORD JUSTICE BEST
(Sitting for Hon. Mr. Justice Megaw.)

In the Matter of YORK STREET FLAX SPINNING COMPANY, LIMITED, and in the Matter of THE COMPANIES ACT (NORTHERN IRELAND), 1932.

NOTICE is hereby given that the Order of the High Court of Justice in Northern Ireland, Chancery Division, dated 30th July, 1937, sanctioning a Scheme of Arrangement between the above-named Company and the holders of (a), the 6% Preference shares; (b), the 7% Preference shares; and (c) the Ordinary shares in the capital of the Company, and confirming the reduction of the capital of the Company from £1,500,000 to £670,000 and the Minute (approved by the Court), showing with respect to the capital of the Company as altered the several particulars required by the above Statute, were registered with the Registrar of Companies for Northern Ireland on the Eighteenth day of August, 1937.

And further take notice that the said Minute is in the words and figures following:—

"The Capital of York Street Flax Spinning Company Limited was by virtue of a special resolution and with the sanction of an Order of the High Court of Justice in Northern Ireland, dated the 30th day of July, 1937, reduced from £1,500,000 divided into 25,000 6% Cumulative Preference shares of £10 each, 500,000 7% Cumulative Preference shares of £1 each, and 30,000 Ordinary shares of £25 each, to £670,000, divided into 25,000 6% Cumulative Preference shares of £10 each, 300,000 7% Cumulative Preference shares of £1 each, and 24,000 Ordinary shares of £5 each. At the date of the registration of this Minute all the said shares have been issued and are deemed to be fully paid up. A special resolution of the Company has been passed to take effect upon the registration of this Minute converting the said 7% Preference shares into Ordinary shares, and increasing the capital to its former amount of £1,500,000 by the creation of 830,000 new Ordinary shares of £1 each."

Dated 19th day of August, 1937.

ROBERT WALLACE, Solicitor for the Company, Riddels Buildings, Donegall Place, Belfast.

NOTICE OF CHARITABLE BEQUESTS.

ELIZABETH DOAK, late of Montreagh, Parkmount, Lisburn, in the County of Antrim, Spinster, Deceased.

NOTICE is hereby given, pursuant to Statute 30 and 31 Vic. Cap. 54, that the above-named Elizabeth Doak, by her last Will, dated the 14th day of November, 1929, bequeathed the following Charitable Legacies:—

To the Reformed Presbyterian Church in Ireland, the sum of £100, being the amount of a Trust reposed in me by my late father, Mr. James Doak, of Gilford.

To the Moderator for the time being of the General Assembly of the Presbyterian Church in Ireland, the sum of £100, upon Trust, that

he invest same in British Government Stock or Securities and pay the income arising therefrom annually to the clergyman for the time being of the congregation of Newmills Presbyterian Church, Newmills, Gilford, County Down, for so long as the said congregation shall be in membership of the General Assembly of the Presbyterian Church in Ireland.

To the Moderator for the time being of the General Assembly of the Presbyterian Church in Ireland, the sum of £100, upon Trust, that he invest the same in British Government Stock or Securities and pay the income arising therefrom annually to the clergyman for the time being of the congregation of Gilford Presbyterian Church, Gilford, County Down, for so long as the said congregation shall be in membership of the General Assembly of the Presbyterian Church in Ireland.

And as to one-quarter of the residue of her Estate, to divide and pay the same in equal shares to, and amongst the Shankill Road Mission, Belfast, founded by the Reverend Henry Montgomery, M.A., D.D., for the general purposes of said Mission; the Governors of the Presbyterian Orphan Society of the General Assembly of the Presbyterian Church in Ireland, and the Governors of the Royal Victoria Hospital, Belfast.

Testatrix died on 25th March, 1937, and Probate of her said Will was granted forth of the Principal Registry of the High Court of Justice in Northern Ireland, King's Bench Division (Probate), to James Alexander Doak, Director, of Percy Lodge, Dromore; James McCance, Merchant, 4 Bedford Street, Belfast, and Samuel MacKeown, Solicitor, 51 Royal Avenue, Belfast, the Executors named in said Will, on the 10th day of August, 1937.

Dated this 11th day of August, 1937.

CARSON & McDOWELL, Solicitors for the Executors, 51 Royal Avenue, Belfast.

To the Commissioners of Charitable Donations and Bequests for Northern Ireland, and all others whom it may concern.

