

3. The Art Teachers' Diploma of the Board of Education.
4. Specially qualified persons may be exceptionally recognised. Application for such recognition must be accompanied by a complete, detailed statement of the applicant's course of study and work.

VI. Music.

For such branches of Music as are covered by the following qualifications :—

1. A university degree in Music.
2. Royal Schools of Music—Graduateship—(G.R.S.M.).
3. Royal College of Music—Associateship—(A.R.C.M.).
4. Royal Academy of Music—Licentiatehip—(L.R.A.M.).
5. Royal College of Organists—Associateship—(A.R.C.O.).
6. Royal Irish Academy of Music—Licentiatehip—(L.R.I.A.M.).
7. Royal Manchester College of Music—Associateship—(A.R.M.C.M.).
8. Trinity College of Music—Associateship—(A.Mus.T.C.L.
—Class Teacher's Certificate—(A.T.C.L.).
9. Guildhall School of Music—Licentiatehip—(L.G.S.M.).
10. Tonic Solfa College—Fellowship—(F.T.S.C.).

NOTE.—More advanced Diplomas of the various examining bodies above mentioned are correspondingly acceptable.

VII. Physical Training.

The Diploma of any approved institute of Physical Training.

EGGS, MARKETING OF.

Purchase by Contract, p. 187.

Retailers' Prices, p. 190.

Rules, p. 192.

Wholesale Dealers' Prices, p. 198.

Purchase by Contract.

THE MARKETING OF EGGS (PURCHASE BY CONTRACT) RULES (NORTHERN IRELAND), 1937, DATED 9TH SEPTEMBER, 1937, MADE BY THE MINISTRY OF AGRICULTURE FOR NORTHERN IRELAND UNDER SECTION ONE OF THE MARKETING OF EGGS ACT (NORTHERN IRELAND), 1936, (26 GEO. 5 & 1 EDW. 8.).

1937. No. 76.

WHEREAS by section one of the Marketing of Eggs Act (Northern Ireland), 1936 (hereinafter referred to as "the Act") it is provided *inter alia* that the Ministry of Agriculture (hereinafter referred to as "the Ministry") shall have power to prescribe the terms on which and the form in which contracts shall be made for the purchase of eggs by licensed wholesale dealers of Class A from licensed wholesale dealers of Class B and further that the Ministry shall not exercise such power except in accordance with advice given by the Egg Marketing Committee for Northern Ireland established under the Act :

Now, therefore, the Ministry in exercise of the powers conferred on it by the said section of the Act, and of every other power enabling it in that behalf and in accordance with advice given by the said Egg Marketing Committee established under the Act, hereby makes the following Rules, that is to say :—

Purchase by Contract.

1. A licensed wholesale dealer of Class A shall not purchase eggs from a licensed wholesale dealer of Class B otherwise than under and in accordance with a contract registered by the Ministry in pursuance of these Rules and such contracts shall be in the form set forth in the Schedule hereto.

2. Each contract shall be completed in triplicate and one copy shall be retained by each of the parties. The third copy shall forthwith be submitted to the Ministry by the licensed wholesale dealer of Class A for registration.

Registration Contracts.

3. A contract shall be void and unenforceable unless and until it has been registered by the Ministry.

4. The Ministry shall not register more than two contracts for the purchase of eggs from any licensed wholesale dealer of Class B.

5. The Ministry may refuse to register a contract which is not in the form set forth in the Schedule hereto.

Short Title, Interpretation and Commencement.

6.—(1) These Rules may be cited as the Marketing of Eggs (Purchase by Contract) Rules (Northern Ireland), 1937.

(2) The Interpretation Act, 1889(a), as applied to Northern Ireland by the Interpretation Act, 1921(b), shall apply for the purpose of the interpretation of these Rules as it applies for the purpose of the interpretation of an Act of Parliament.

(3) These Rules shall come into operation on the 18th day of October, 1937.

In Witness whereof the Official Seal of the Ministry of Agriculture for Northern Ireland is hereunto affixed this Ninth day of September, Nineteen hundred and thirty-seven.

(L.S.)

(Signed),

J. Taylor,

Assistant Secretary.

SCHEDULE.

Form of Contract for the Purchase of Eggs by Licensed Wholesale Dealers of Class A from Licensed Wholesale Dealers of Class B.

Date of Contract.

This Contract is made.....day of.....193.....

Parties.

1. Licensed Wholesale Dealer of
Class A
(Purchaser).

2. Licensed Wholesale Dealer of
Class B
(Vendor)

Name.....

Name.....

Full Address.....

Full Address.....

.....

.....

Licence No.....

Licence No.....

Operative Part.

The Vendor agrees with the Purchaser to sell, and the Purchaser agrees with the Vendor to buy, from the date hereof, or from the date of the registration of this contract (whichever may be the later) all eggs which have been purchased by the Vendor for re-sale by wholesale *and which are in his possession on the †.....of each week.

* These words should be struck out except where the Vendor has more than one contract with a licensed wholesale dealer of Class A.

Duration of the Contract.

II. The Contract shall remain in force for a period of twelve months from the day upon which it was made : provided that if either party to the contract considers at any time during such twelve months that circumstances outside his control have made the fulfilment of the contract unduly onerous he may appeal to the Ministry, and the Ministry may if it deem fit determine the contract in such case.

† Here insert the day or days of the week upon which deliveries are to be made. The day or days of delivery should also be inserted in the Delivery-paragraph below.

Upon the expiration of such twelve months the contract, if it has not been determined by the Ministry as aforesaid, shall continue in operation, provided that either party may determine the contract by giving not less than fourteen days' notice of his intention to do so to the other party and to the Ministry of Agriculture.

Delivery.

III. The said eggs shall be delivered on.....of each week.

† (A) At the Vendor's registered premises at..... or at such other place as may from time to time be mutually agreed between the parties.

† Of the three alternatives (A), (B) and (C) two should be struck out and one completed.

† (B) At the Purchaser's Packing Station at..... or at such other place as may from time to time be mutually agreed between the parties.

† (C) At †..... or at such other place as may from time to time be mutually agreed between the parties.

† Here insert place where delivery will take place if not the registered premises of the Vendor or the Purchaser.

Price.

IV.—(1) The price to be paid by the purchaser for eggs of any class or description delivered in pursuance of this contract in any week shall be such price as may be determined by the Ministry of Agriculture as the price to be paid by licensed wholesale dealers of Class A to licensed wholesale dealers of Class B for eggs of that class or description delivered during that week.

(2) The Purchaser shall pay to the Vendor the amount due under the contract each week, on or before the "due date."

(3) In this Contract the expression "due date" in relation to any week's deliveries of eggs means the seventh day following the date of delivery. If the Purchaser shall at any time fail to pay any sum due by him to the Vendor on or before the seventh 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 Ministry of Agriculture a written notice determining the contract as from the date of such notice.

Revocation and Suspension of Licences.

V. If the Ministry of Agriculture suspends or revokes :—

- (a) the licence by virtue of which the Vendor purchases and disposes of the eggs delivered under this Contract ; or
- (b) the licence by virtue of which the Purchaser purchases and disposes of the eggs 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.

General.

VI. This Contract is subject to any contingencies beyond the control of the parties hereto, such as strikes, lockouts, fires, floods, or riots, or any other similar event, 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 eggs, 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 Ministry of Agriculture, be suspended during the continuance of the contingency or contingencies in question.

In the Construction of this Contract—

VII. "Vendor" shall include where the context permits the Vendor's executors, administrators and assigns, or in the case of a Company its successors and assigns.

"Purchaser" shall include where the context permits the Purchaser's executors, administrators, and assigns, or in the case of a Company, its successors and assigns.

"Packing Station" means premises owned or occupied by a licensed Wholesale Dealer of Class A and used by him for the testing, grading and packing of eggs.

"Registered Premises" means premises registered with the Ministry of Agriculture by a licensed wholesale dealer for the purposes of his trade in eggs.

Other expressions have the meanings respectively assigned to them in the Marketing of Eggs Acts (Northern Ireland), 1924 to 1936.

Unless the contrary intention appears—

- (a) words importing persons of 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 | Signed by the Vendor |
| | |
| in the presence of | in the presence of |
| Signature of Witness | Signature of Witness |
| | |
| Address of Witness | Address of Witness |
| | |
| | |

Retailers' Prices.

RULES, DATED THE SIXTH DAY OF DECEMBER, 1937, MADE BY
THE MINISTRY OF AGRICULTURE UNDER SECTION SEVEN
OF THE MARKETING OF EGGS ACT (NORTHERN IRELAND),
1924.

1937. No. 128.

The Ministry of Agriculture in exercise of the powers conferred on it by section seven of the Marketing of Eggs Act (Northern Ireland), 1924, section seven of the Marketing of Eggs Act (Northern Ireland), 1936, as amended by section one of the Marketing of Eggs Act (Northern Ireland), 1937, and of every other power enabling it in that behalf, hereby makes the following Rules, that is to say :—

Retailers'
Prices.

1. The prices payable by holders of retailers' licences for eggs purchased by them from producers for re-sale by retail shall be such prices as are fixed from time to time by the Ministry of