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VICTORIA GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 282]

TUESDAY, APRIL 1.

[1952

MILK BOARD ACTS.

*At the Executive Council Chamber, Melbourne, the
first day of April, 1952.*

PRESENT:

His Excellency the Governor of Victoria.

Mr. Brose
Mr. White

Mr. Swinburne.

REGULATIONS.

IN pursuance of the powers conferred by the Milk Board Acts and all other powers enabling him in that behalf, His Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, doth hereby make the following Regulations:—

1. RESCISSION OF PREVIOUS REGULATIONS.

All Regulations heretofore made by the Governor in Council under the Milk Board Acts shall be and the same are hereby rescinded but such rescission shall not affect any act matter or thing done suffered or required to be done or commenced under such Regulations.

2. INTERPRETATION.

In these Regulations unless inconsistent with the context or subject matter—

“Authorized Agent (Depot)” means the owner of a factory or of other premises at which milk received from dairy farmers is brine cooled or pasteurized on behalf of the Board.

“Authorized Agent (Dairyman)” means the owner of a dairy who receives milk from dairy farmers on behalf of the Board but who does not brine cool or pasteurize milk on behalf of the Board.

3. INQUIRIES.

(a) Any inquiry required to be made by the Board in pursuance of the provisions of the Milk Board Acts shall be held either as a public inquiry or as a private inquiry as the Board may decide.

(b) Not less than five days' notice of the date time and place appointed for the opening of any public inquiry shall be given by advertisement in at least two daily newspapers circulating in a milk district.

(c) The Board may at its discretion adjourn any inquiry from time to time and from place to place.

(d) The Board may allow any person or body (corporate or unincorporate) which in the opinion of the Board is substantially and directly interested in any inquiry to appear therein. Any such person may appear before the Board either in person or by a representative approved by the Board, and any such body may appear by a representative approved by the Board.

(e) The Board may hear such witnesses and receive and examine such books papers and documents as it considers may afford evidence relating to the subject matter of the inquiry.

(f) Where any inquiry is held in public the Board may upon application of any witness take his evidence or any part of it *in camera*.

4. DUE NOTICE GIVEN.

Any notice required to be given or served under the Milk Board Acts or any Regulation thereunder shall be deemed to have been duly given or served if it is posted or sent to the address last known to the Board of the person to whom such notice is directed.

5. CONTRACTS.

(a) "Contract Daily Quantity" means the ordinary daily quantity (in gallons) of milk which the Board agrees to purchase from a dairy farmer or which a dairyman agrees to purchase from another dairyman and which such dairy farmer or other dairyman agrees to sell to the Board or to such dairyman apart from any provisions as to variation reduction or otherwise.

(b) Any contract made by the Board with any dairy farmer under the provisions of section 16 of the Milk Board Acts shall be in the form of Schedule I. hereto.

(c) Any dairyman who purchases milk from any other dairyman shall purchase such milk under and in accordance with the provisions of the Contract contained in Schedule II. hereto, and any dairyman who sells milk to any other dairyman shall sell such milk under and in accordance with the provisions of the Contract contained in the said Schedule. All such contracts shall be signed by the parties thereto in triplicate and forwarded to the Board for approval.

6. RETURNS.

(a) Every Authorized Agent (Depot) of the Board shall within three days after the last day of each month furnish to the Board a Return in the form of Schedule III. hereto. Such Return shall contain the particulars and information prescribed in such Schedule.

(b) Every Authorized Agent (Depot) of the Board shall within three days after the end of each month furnish to the Board a Return in the form of Schedule IV. hereto. Such Return shall contain the particulars and information prescribed in such Schedule.

(c) Every Authorized Agent (Depot) of the Board shall within fourteen days after the end of each month furnish to the Board a Return in the form of Schedule V. hereto. Such Return shall contain particulars and information prescribed in such Schedule.

(d) Every Authorized Agent (Dairyman) of the Board shall within seven days after the end of each month furnish to the Board a Return in the form of Schedule VI. hereto. Such Return shall contain the particulars and information prescribed in such Schedule.

(e) Every dairy farmer who pursuant to a contract with the Board delivers milk to the Board shall within seven days after the end of each month furnish to the Board a Return in the form of Schedule VII. hereto. Such Return shall contain the particulars and information prescribed in such Schedule.

(f) Every dairyman who purchases milk from the Board shall within three days after the 15th and the last day of each month furnish to the Board a Return in the form of Schedule VIII. hereto. Such Return shall contain the particulars and information prescribed in such Schedule.

(g) Every dairyman who sells or distributes milk in a milk district shall within seven days after the end of each month furnish to the Board a Return in the form of Schedule IX. hereto. Such Return shall contain the particulars and information prescribed in such Schedule.

7. BOOKS AND RECORDS.

(a) Every Authorized Agent (Depot) shall from day to day keep in the manner or to the effect of the manner set out in Schedule X, hereto a record of all milk received and treated by him on behalf of the Board and of all milk forwarded to a milk district on behalf of the Board. The said record shall be made in ink and entered in a book kept solely for that purpose.

(b) Every Authorized Agent (Dairyman) shall from day to day keep in the manner or to the effect of the manner set out in Schedule XI, hereto a record of all milk received by him from dairy farmers on behalf of the Board for sale or distribution in a milk district. The said record shall be made in ink and entered in a book kept solely for that purpose.

(c) Every dairy farmer who pursuant to a contract with the Board delivers milk to the Board shall from day to day keep in the manner or to the effect of the manner set out in Schedule XII, hereto a record of all milk delivered to the Board. The said record shall be made in ink and entered in a book kept solely for that purpose.

(d) Every dairyman shall from day to day keep in the manner or to the effect of the manner set out in Schedule XIII, hereto a record of all milk purchased by him for sale or distribution in a milk district. The said record shall be made in ink and entered in a book kept solely for that purpose.

(e) Every dairyman shall from day to day keep in the manner or to the effect of the manner set out in Schedule XIV, hereto a record of all milk sold or distributed in a milk district. The said record shall be made in ink and entered in a book kept solely for that purpose.

(f) Every Authorized Agent, every dairy farmer, every dairyman and every holder of a milk carrier's licence shall retain in his possession for at least twelve months all books and records required to be kept or made by him pursuant to the provisions of the Milk Board Acts or any Regulations made thereunder.

8. COMPENSATION.

(a) Any application for compensation under section 22 or section 23 of the Milk Board Acts shall be made in the form or to the effect of the form of Schedule XV, hereto.

(b) The manner in which any person who is aggrieved by any assessment of the Board pursuant to section 22 or section 23 of the Milk Board Acts shall appeal from that assessment shall be in the form or to the effect of the form of Schedule XVI, hereto. Such appeal shall be lodged with the Minister within fourteen days after notification of the assessment made has been forwarded to the applicant in writing by the Board.

9. APPLICATION FOR NEW LICENCE.

Application for a new licence in respect of a dairy under Part II. of the *Milk and Dairy Supervision Act 1928* shall be made in the manner and in the form of Schedule XVII, hereto.

10. TRANSFERS.

(a) Application for transfer of any licence in respect of a dairy under Part II. of the *Milk and Dairy Supervision Act 1928* or for the sale transfer or disposal of any milk business or any part of a milk business (other than a milk shop) pursuant to section 24 of the Milk Board Acts shall be made in the manner and in the form of Schedule XVIII, hereto.

(b) The manner in which any dairyman who is aggrieved by any failure or refusal of the Board to approve any sale transfer or other disposal by him of any milk business or part of a milk business shall appeal from such failure or refusal shall be in the form or to the effect of the form of Schedule XIX, hereto. Such appeal shall be lodged with the Minister within fourteen days after notification of such failure or refusal has been forwarded to the applicant in writing by the Board.

11. MILK CARRIERS.

(a) Application for a milk carrier's licence shall be made in the form of Schedule XX, hereto.

(b) The form of notice of the Board's intention to consider an application for a milk carrier's licence required by the Milk Board Acts to be published in the *Government Gazette* shall be in the form or to the effect of the form of Schedule XXI, hereto.

(c) Any person interested in the granting of any application made for a milk carrier's licence who wishes to object to the granting thereof shall send notice to the Board in the form or to the effect of the form of Schedule XXII. hereto within a period of five clear days prior to the date set down for consideration of the application or within such further or other time as the Board may in any particular case allow.

(d) The licence to be issued under the provisions of the Milk Board Acts to a milk carrier shall be in the form of Schedule XXIII. hereto.

(e) Every holder of a milk carrier's licence shall within fourteen days after the end of each month furnish to the Board a Return in the form of Schedule XXIV. hereto. Such Return shall contain the particulars and information prescribed in such Schedule.

(f) Every holder of a milk carrier's licence shall keep in the manner or to the effect of the manner set out in Schedule XXV. hereto a daily record of all milk transported by him.

12. FIDELITY BOND.

The fidelity bond to be lodged pursuant to the provisions of section 32 of the Milk Board Acts shall be in the form of Schedule XXVI. hereto.

13. CHARITABLE INSTITUTIONS.

The Charitable Institutions and Benevolent Societies registered with the Hospitals and Charities Commission pursuant to the *Hospitals and Charities Act* 1948 are hereby prescribed as Charitable Institutions.

Milk Board Acts.

SCHEDULE I.—REGULATIONS.

CONTRACT BETWEEN THE MILK BOARD AND A DAIRY FARMER.

AN AGREEMENT made this _____ day of _____ 19____
between _____

of _____ in the State of Victoria dairy farmer (hereinafter called the Vendor) of the one part and the Milk Board incorporated under the *Milk Board Act* 1933 of the said State (hereinafter called the Board) of the other part whereby it is agreed as follows:—

1. *Contract Daily Quantity.*—The Vendor shall sell and the Board shall buy for the period from the _____ day of _____ 19____ to the _____ day of _____ 19____, _____ gallons of milk daily (hereinafter called the Contract daily quantity) Provided that if the average daily quantity of milk delivered by the Vendor to the Board during any period of fourteen successive days is (after allowing for any variation as herein provided) less than the Contract daily quantity by ten per centum thereof the Board may by notice in writing to the Vendor forthwith determine this Contract but without prejudice to any rights it may have against the Vendor by reason of the said breach.

Provided further that—

- (a) If at any time the Board requires from the Vendor milk produced by his herd in excess of the Contract daily quantity it may buy and the Vendor shall sell such quantity of that milk as the Board requires upon the same terms and conditions as are herein contained;
- (b) The Contract daily quantity may at the option of the Board be reduced in respect of public holidays and of school holiday periods to an amount specified by it;
- (c) If at any time the Board suffers loss of milk sales within the milk district or districts (as defined by the said Act) in which the said milk is to be sold or distributed by the Board it may require the Vendor to reduce the Contract daily quantity by such amount and for such period as it deems necessary.

2. *Warranty.*—The Vendor hereby warrants that every consignment of milk delivered under this Contract shall be the production of his own herd and shall be pure and unadulterated new milk sweet clean and marketable with all its cream and without the addition of any preservative and that every consignment as aforesaid shall comply with the standards prescribed by the Pure Food Regulations made under the Health Acts of the said State and by the Regulations made under the Milk and Dairy Supervision Acts of the said State

And the Vendor further warrants that every consignment as aforesaid shall contain not less than _____ per centum of fatty solids.

3. *Price and Payment.*—The Board shall subject to the provisions of sub-clause 3 of clause 4 hereof make regular monthly payments to the Vendor in respect of milk delivered by him under this Contract at the appropriate minimum price determined from time to time in accordance with the Milk Board Acts of the said State.

4. *Transport and Delivery.*—(1) The cost of transport and delivery of the said milk from the premises of the Vendor to the point of sale by the Board in the milk district or districts as aforesaid shall be borne by the Vendor.

(2) The Vendor shall cause the said milk to be transported from his premises and delivered to such authorized agent of the Board as it may from time to time direct (hereinafter called the authorized agent) or shall for that purpose if the Board so requires deliver the said milk to a milk carrier nominated by it.

(3) The Board shall be entitled to deduct from the price of the said milk such an amount per gallon as it may from time to time determine in respect of the cost incurred by it in transporting the said milk from the premises of the Vendor to the point of sale by the Board in the milk district or districts as aforesaid.

5. *Consignment of Milk.*—(1) The Vendor shall for the purpose of conveying the said milk to the authorized agent provide suitable cans which shall be legibly and indelibly marked with the Vendor's name and address. The Vendor shall seal each can and forward with each consignment of milk a consignment note in the form of a label specifying the number of cans and quantity of milk comprised in the consignment.

(2) The authorized agent shall not use the Vendor's cans for storage purposes or for the delivery of milk to or in a milk district as aforesaid but shall forthwith upon receipt of cans thoroughly cleanse and despatch them to the Vendor. The authorized agent shall take every care of the said cans and shall return to the Vendor all of the said cans in the possession of the authorized agent at the date of expiration of this Contract or received by him after that date.

6. *Times of Delivery of Milk.*—Subject to any regulation made under the said Milk and Dairy Supervision Acts the Vendor shall deliver the said milk to the authorized agent as follows:—

(a) if one delivery per day is made—
not later than a.m.

(b) if two deliveries per day are made—

(i) as to milk produced in the forenoon—
not later than a.m.

(ii) as to milk produced in the afternoon—
not later than p.m.

Provided however that if the Vendor is required by the Board to deliver the said milk to a milk carrier as aforesaid he shall be obliged only to have the said milk ready for transport at a time and place suitable to the Board's arrangements with the milk carrier.

7. *Calculation of Quantity.*—Subject to the authorized agent providing for the purpose suitable and accurate weighing apparatus the quantity of milk supplied by the Vendor shall be calculated at the rate of 10.3 pounds per gallon.

8. *Contingencies Beyond Control of Parties.*—This Contract is subject to any contingency beyond the control of the parties hereto (such as strikes lockouts fires or riots) and if either party is thereby prevented from fulfilling the duties imposed upon him or it by this Contract or if the Board is unable in consequence thereof to deal with the milk despatched or to be despatched by the Vendor the operation of the Contract shall on either party giving to the other written notice in that behalf be suspended during the continuance of the said contingency.

9. *Cancellation of Licence or Whole Milk Permit.*—If at any time the licence or the whole milk permit held by the Vendor under the said Milk and Dairy Supervision Acts is cancelled or if a renewal of the licence or whole milk permit is refused this Contract shall be forthwith determined.

And if at any time the said whole milk permit is suspended this Contract shall be suspended until such time as the suspension of the said whole milk permit is removed.

10. *Infectious Diseases.*—(1) The Vendor shall not be liable for his total or partial failure to supply milk as herein provided if such failure is due to the occurrence of infectious disease affecting his live stock and he notifies the Board in writing of the occurrence of the disease immediately upon its coming to his knowledge.

(2) The Vendor shall promptly take all reasonable steps to overcome the risk of infection and to resume full supply of milk as soon as possible. Full supply of milk in accordance with this Contract shall be resumed immediately any restrictions imposed by any statutory authority on account of the infectious disease are removed.

11. *Notifiable Disease.*—If in the opinion of the Chief Veterinary Inspector of the Department of Agriculture it is desirable that the animals in the herd or on the farm of the Vendor should be examined and tested by qualified officers of the said Department for the purpose of ascertaining whether any of the cows are infected with a notifiable disease the Vendor shall permit the examination and testing of his cows to be carried out at his farm at such times and under such conditions as may be determined by the Chief Veterinary Inspector and if the Vendor fails to permit such examination and testing then this Contract shall be forthwith determined.

12. *Notice of Intention Not to Renew.*—In case either party hereto shall intend not to renew this Contract he or it shall give to the other written notice in that behalf at least twenty-eight days prior to the date of expiration hereof and in default shall if the other party so desires be bound to accept deliveries of or to supply milk hereunder (as the case may be) for any period not exceeding twenty-eight days after the date of expiration hereof.

13. *Assignment of Contract.*—The Vendor shall not without the prior consent of the Board assign this Contract and in the event of breach of this provision the Board may forthwith by written notice to the Vendor determine this Contract without prejudice to any other rights which it may have against him.

14. *Interpretation.*—(1) In construction of this Contract the expression "Vendor" shall where the context admits include the Vendor's executors administrators and agreed assigns or in the case of a company its successors and agreed assigns.

(2) The clause headings hereof shall not affect the construction of this Contract.

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

Signed for and on behalf of the
Milk Board

Secretary.

Signed by the Vendor in the
presence of (Witness)

Milk Board Acts.

SCHEDULE II.—REGULATIONS.

CONTRACT BETWEEN A DAIRYMAN AND A DAIRYMAN.

(NOTE.—No alterations or additions to the terms provided for by this Form may be made. Contracts should be signed in triplicate and forwarded to the Board for approval.)

AN AGREEMENT made this _____ day of _____ 19____
between _____ Dairyman
of _____ (hereinafter called the Vendor)
and _____ Dairyman
of _____ hereinafter called the Purchaser)
whereas it is agreed as follows:—

1. The Vendor shall sell and the Purchaser shall buy for the period from the _____ day of _____ 19____
to the 31st March now next ensuing _____ gallons of *Brine-cooled
Pasteurized

milk daily (hereinafter called the contract daily quantity) provided always that if the daily quantity of milk delivered by the Vendor to the Purchaser during any period of seven successive days is less than the contract daily quantity after allowing for any variations permitted by this Contract, the Purchaser may by notice in writing to the Vendor and to the Milk Board forthwith determine this Contract without prejudice to any rights he may have against the Vendor by reason of the said breach. Provided further that the Purchaser shall not determine this Contract if in the opinion of the Milk Board the Vendor has been unable to deliver the contract daily quantity by reason of drought conditions.

Provided further—

- (i) That if at any time the Purchaser requires milk in excess of the contract daily quantity he may purchase such excess from the Vendor upon the same terms and conditions as are contained in this Contract.
- (ii) That the contract daily quantity may be reduced at the option of the Purchaser to an amount specified by the Purchaser in respect of public and school holiday periods upon his giving or sending written notice to that effect, stating the amount to which the said quantity is to be reduced, to the Vendor at least three (3) clear days before such holidays but if the Vendor shall not be satisfied that the Purchaser in fact suffered by reason of such public or school holidays a diminution of trade to an amount as great or for a period as long as that represented by the reduction specified in the Purchaser's said notice the Vendor may at any time within seven (7) days of the close of the said holiday period call upon the Milk Board to decide the proper reduction to be made and the duration thereof and the determination of the Board as to such amount and duration shall be final and binding on both parties to this Contract and if the determination is that the said reduction has been too great or of too long a duration the Purchaser shall accept from the Vendor under the terms of this Contract an additional quantity of milk equivalent to the amount of the deficiency so determined in such quantities within the period of this Contract as the Purchaser shall elect.

2. *Transport and Delivery.*—The cost of transport and delivery of the said milk from the Vendor's premises to the Purchaser's premises shall be borne by the

3. *Price.*—The price per gallon for the said milk shall be—

*(a) The appropriate price for the time being determined by the Milk Board under the Milk Board Acts.

(b) pence per gallon above the appropriate price for the time being determined by the Milk Board under the Milk Board Acts.

Payment in respect of the said milk shall be made as follows:—

4. *Default in Payment.*—If the purchaser makes default for seven clear days on any one or more such payments the Vendor may give or send by prepaid registered post to the Purchaser written notice of his intention to determine this Contract, and unless the Purchaser within a period of seven clear days of the receipt of such notice remits the amount due the Contract shall be deemed to have been determined accordingly at the end of the said period, but without prejudice to any claim by the Vendor for damages for loss of market or otherwise. In this respect time shall be the essence of the Contract.

5. *Loss of Trade.*—If the Purchaser shall suffer any diminution in the normal quantity of milk sold or distributed by him he may with the written consent of the Vendor reduce the contract daily quantity of this Contract to such lesser quantity or quantities as may be mutually agreed upon and for such period or periods as may be mutually agreed upon. In the event of any disagreement with respect to the amount or duration of the said reduction between the Purchaser and the Vendor the Milk Board shall be called upon by either party to decide the matter and the determination of the Board as to such amount and duration shall be final and binding on both parties to this Contract.

6. *Default by Purchaser.*—If the Purchaser at any time unlawfully refuses or fails to accept any milk tendered to him by the Vendor pursuant to this Contract the Vendor may forthwith by notice in writing determine this Contract, but without prejudice to any claim for damages howsoever occasioned by the said breach.

7. *Warranty.*—The Vendor hereby warrants each and every consignment of milk delivered under this Contract to be pure and unadulterated new milk, sweet, clean and marketable, with all its cream and without the addition of any preservative. The Vendor further warrants that each and every such consignment complies with the standards laid down under the Pure Food Regulations under the Health Acts and the Regulations made under the Milk and Dairy Supervision Acts and that all milk supplied shall contain not less than _____ per cent. of fatty solids.

8. *Consignment of Milk.*—The Vendor shall seal each and every can and each and every bottle of milk forwarded to the Purchaser and send with each and every consignment of milk a ticket or label setting out the name and address of the Purchaser, the date of consignment, number of cans, and number of bottles, and total quantity of milk forwarded. Such ticket or label shall be signed by the Vendor or on his behalf and the receipt of such ticket or label with the consignment shall be conclusive evidence that the said ticket or label was signed and sent by or on behalf of the Vendor and that such consignment was supplied under this Contract. Provided that the Vendor shall not be liable in respect of any alleged deficiency in the quantity of milk stated on the ticket or label unless and until he has received notification from the Purchaser of such deficiency within forty-eight hours (Sunday being regarded as a *dies non*) from acceptance of delivery of such consignment by the Purchaser.

9. *Cans.*—Suitable cans, the property of the Vendor, shall be provided for the conveyance of milk. Such cans shall be legibly and indelibly marked with the name and address of the Vendor. The Purchaser shall not use any of the Vendor's cans for the storage of delivery of milk, but shall forthwith upon receipt of milk thoroughly cleanse the cans which contained same and return them to the Vendor. The Purchaser shall be responsible for any delay in returning the said cans. The Purchaser shall take every care of the Vendor's cans whilst in his charge or under his control, and shall return to the Vendor as aforesaid all such cans in his hands on the date of expiration of this Contract or received by him subsequent to such date.

10. *Contingencies Beyond Control of Parties.*—This Contract is subject to any contingencies beyond the control of the parties hereto such as restrictions under the Health Act, or Milk and Dairy Supervision Acts, strikes, lockouts, fires, or riots, and if either party is prevented from fulfilling the duties imposed upon him or them by or under this Contract, or if the Purchaser is unable in consequence of any such contingency to deal with the milk dispatched by the Vendor or to be dispatched, then and in such case the operation of the Contract shall, during the existence of such contingency or contingencies, be suspended on notice in that behalf given by either to the other and to the Milk Board.

11. *Cancellation of Licences.*—If at any time the licence held by either the Vendor or the Purchaser under the Milk and Dairy Supervision Acts is cancelled by the Milk Board, or if a renewal of such licence is refused by the Department of Agriculture then this Contract shall be determined forthwith.

12. *Notice of Intention Not to Renew.*—The Purchaser shall give to the Vendor at least twenty-eight (28) days' notice of his intention not to renew this Contract in default whereof he shall be bound to accept deliveries under the same if the Vendor so desires for any period to be determined by the Vendor up to twenty-eight (28) days after the 31st March now next ensuing.

* Delete the alternative not applicable.

13. *Claim under Fidelity Bond.*—If at any time it is necessary for the Vendor to recover any sums due to him by a Purchaser by action upon the fidelity bond lodged under the Milk Board Acts he may determine this Contract forthwith.

14. *General.*—In construction of this Contract "Vendor" shall include where the context admits, his executors, administrators and agreed assigns, or in the case of a company its successors and agreed assigns. "Purchaser" shall include where the context admits, his executors, administrators and agreed assigns, or in the case of a company, its successors and agreed assigns.

15. The Milk Board shall not be liable for any breach of the terms of this Contract on the part of the Vendor or on the part of the Purchaser.

16. This Contract shall not be valid unless and until it has been registered with and approved by the Board.

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

Signed by the said _____ as Purchaser
in the presence of _____ (Witness).

The common seal of the above-named
was hereunto affixed in accordance with the Articles of
Association or other provisions governing the affixing of
the same in the presence of— (L.S.)

Signed by the said _____ as Vendor
in the presence of _____ (Witness).

The common seal of the above-named
was hereunto affixed in accordance with the Articles of
Association or other provisions governing the affixing of
the same in the presence of— (L.S.)

This Contract was approved by the Milk Board as from
and has been duly registered.

Secretary to the Milk Board.

Name of Authorized Agent.

Milk Board Acts.

SCHEDULE III.—REGULATIONS.

RETURN BY AN AUTHORIZED AGENT (DEPOT) OF MILK TREATED
AND FORWARDED TO A MILK DISTRICT ON BEHALF OF THE
BOARD DURING THE MONTH OF 19 .

(All quantities to be stated in gallons)

Name and Address of Person or Firm to whom Milk has been Forwarded.	Heat-treated.		Brine-cooled.		Name of Carrier.
	By Cans.		By Cans.	By Bulk.	
Totals ..					

Important.—This Return, together with a claim form (Schedule IV.) must be forwarded to the Secretary, Milk Board, Public Offices, Parliament-place, Melbourne, C.2, not later than 3 days after the end of the month.

Payments Due to Carriers.

Name of Carrier.	Quantity Transported and Rate per Gallon.				Amount Due. £ s. d.
	By Cans.	Rate.	By Bulk.	Rate.	
Totals ..					

Average cartage rate per gallon

I, _____, being the ^{*Owner}
^{*Manager} of
^{*Secretary}

declare that all the information contained in this Return is true and correct in every particular.

Signature
Date

* Cross out words not applicable.

For Office Use Only

Name of Authorized Agent.

Milk Board Acts.

SCHEDULE IV.—REGULATIONS.

CLAIM BY AN AUTHORIZED AGENT (DEPOT) WITH RESPECT TO MILK RECEIVED FROM DAIRY FARMERS, TREATED, AND FORWARDED TO A MILK DISTRICT ON BEHALF OF THE BOARD DURING THE MONTH OF _____, 19__

	£ s. d.
Amount due to Dairy Farmers	
Less cost of transport of milk from Depot	
Balance	
Plus allowance for treatment (as detailed hereunder) ..	
Net amount of claim	

Particulars relative to milk treated and forwarded to a Milk District.

	£ s. d.
.....gallons heat-treated at.....per gallon =	
.....gallons brine-cooled at.....per gallon =	
Total = _____ gallons	
Total treatment allowance = _____	

I, _____, being the ^{*Owner} ^{*Manager of} ^{*Secretary} declare that all information contained in this Claim is true and correct in every particular.

Signature
Date

* Cross out words not applicable.

NOTE.—This Claim, together with the Monthly Return (Schedule III.), must be forwarded to the Secretary, Milk Board, Public Offices, Parliament-place, Melbourne, C.2, not later than 3 days after the end of each month.

(Office Use Only)

Checked with Returns by Dairymen	Signature of Certifying Officer	Cheque No. for £ forwarded on
-------------------------------------	------------------------------------	-------------------------------------

Name of Authorized Agent.

Milk Board Acts.

SCHEDULE V.—REGULATIONS.

RETURN BY AN AUTHORIZED AGENT (DEPOT) OF MILK RECEIVED FROM DAIRY FARMERS AND OF MILK FORWARDED TO A MILK DISTRICT.

I, _____, being the ^{*Owner} ^{*Manager of} ^{*Secretary} declare that the particulars shown in this Return are a complete record of milk received from dairy farmers under contract with the Milk Board and of milk forwarded to a Milk District during the Month of _____ 19__ and I further declare that each dairy farmer named herein has been paid the sum set out opposite his name.

Signature
Date

* Cross out words not applicable.

Current Board price	less cartage (Depot to a Milk District)	net price			
Name of Farmer.	Address of Farmer	Total Quantity of Milk Received. (lb.)	Milk forwarded to a Milk District.		
			Quantity. (gallons.)	Value at Net Price.	
				£	s. d.
Totals ..					

Note.—This return must be forwarded to the Secretary, Milk Board, Public Offices, Parliament-place, Melbourne, C.2, within fourteen (14) days after the end of each month.

For Office Use Only.

Name and Address of Authorized Agent.

Milk Board Acts.

SCHEDULE VI.—REGULATIONS.

RETURN BY AN AUTHORIZED AGENT (DAIRYMAN) OF MILK RECEIVED, ON BEHALF OF THE MILK BOARD, FROM DAIRY FARMERS DURING THE MONTH OF _____, 19__.

Name and Address of Farmer.	Quantity in Gallons.	Name and Address of Farmer.	Quantity in Gallons.
		Brought forward..	
Total (or carried forward)		Total	

Important.—This Return must be forwarded to the Secretary, Milk Board, Public Offices, Parliament-place, Melbourne, C.2, within seven (7) days of the end of each month.

I declare that the information contained in this Return is true and correct in every particular.

Signature _____
Date _____

Name (Block Letters) _____ (Initials) _____
Address _____

Milk Board Acts.

SCHEDULE VII.—REGULATIONS.

RETURN OF MILK SOLD TO THE MILK BOARD.

Calendar Month of _____ 19__.

Name and Address of Authorized Agent to Whom Milk Consigned.	Contract Daily Quantity (Gallons).	Name and Address of Milk Carrier.	Cartage Rate per Gallon.

Daily Record of Milk Supplied.						Office Use Only.
Date.	Quantity (quarts).	Office Use Only.	Date.	Quantity (quarts).	Office Use Only.	
1st			16th			Date Received
2nd			17th			
3rd			18th			
4th			19th			
5th			20th			
6th			21st			
7th			22nd			
8th			23rd			
9th			24th			Additions checked by—
10th			25th			
11th			26th			Carded by—
12th			27th			
13th			28th			To A/es Section on—
14th			29th			
15th			30th			
			31st			
Total Quarts			Total Quarts			
Total gallons			Total gallons			
Total for Month			Quarts		Gallons	

I declare that the information contained in this Return is true and correct in every particular.

Date _____ Signature _____

This Return must be forwarded to the Secretary, Milk Board, Public Offices, Parliament-place, Melbourne, C.2, within seven days after the end of each month.

Name of Dairyman
(Surname in block letters) (Initials)
Address

	Checking Officer's Initials.
For Milk Board Office Use Only	
Amount £..... Bank..... Place.....	
Balance Dr./Cr..... Previous Balance Dr./Cr.....	
Receipt No..... Date Issued.....	
Checked with relevant Returns for corresponding month	

Milk Board Acts.

SCHEDULE VIII.—REGULATIONS.

DAIRYMAN'S INTERIM RETURN OF MILK PURCHASED FROM THE MILK BOARD

during the period 16th to last day of Month of 19 .
*1st to 15th

* Cross out period not applicable. (both days of each period inclusive)

Source of Supply.	Quantity in Gallons.	Rate per Gallon.	Amount Due to Board.		
			£	s.	d.
Received direct from Dairy Farmers					
Received from..... (Insert Name of Agent.)					
an Authorized Agent (Depot) of the Board—					
Brine-cooled =					
Heat treated =					
Totals					

I certify that the quantity of milk purchased from the Milk Board during the period indicated was as stated above, and I enclose cheque for the sum of £ as payment for such milk.

Signature

Date

Important.—This return, with cheque, must be forwarded to the Secretary, Milk Board, Public Offices, Parliament-place, Melbourne, C.2, not later than 3 days after the end of the period to which the Return refers.

Milk Board Acts.

SCHEDULE IX.—REGULATIONS.

Name

Address

RETURN BY A DAIRYMAN.

for the Calendar Month of 19 .
(All quantities to be stated in gallons)

Purchased from the Board.	Purchased from another Dairyman.	Production from Own Herd.	Total.

TABLE B Particulars of sales of milk in a Milk District.

Sales to other Delivery Dairymen not to be included in this Table.	Bottled.	Bulk.	Total.
Retail delivery			
Sales at dairy			
Sales to House Trade Dairies, Milk Shops, Milk Bars and Schools			
Other semi-wholesale (Hotels, Cafes, Government and Charitable Institutions, &c.)			
Total sales			
Home use and wastage (including allowance to employees)			
Total milk used and distributed			

TABLE C Sales to other Delivery Dairymen.

Number of Dairymen.	Bottled.	Price per Gallon.	Bulk.	Price per Gallon.	Total Quantity.

TABLE D Number of Vehicles used in Sale of Milk.

Type of Vehicle.	Retail Delivery.	Semi-wholesale.	Total.
Horse drawn			
Motor			

I declare that all the information contained in this Return is true and correct in every particular.

Signature

Date

NOTE.—This Return must be forwarded to the Secretary, Milk Board, Public Offices, Parliament-place, Melbourne, C.2, within seven (7) days after the end of each month.

For Office Use Only

Milk Board Acts.

SCHEDULE X.—REGULATIONS.

RECORD OF MILK RECEIVED AND TREATED AND OF MILK FORWARDED TO A MILK DISTRICT ON BEHALF OF THE BOARD.

Particulars to be recorded—

- (a) Name and address of dairy farmers under contract with the Board from whom milk received.
- (b) Daily quantity of milk received from each dairy farmer under contract with the Board.
- (c) Daily quantity of milk treated on behalf of the Board.
- (d) Name and address of dairymen to whom milk consigned on behalf of the Board and a daily record of the quantity of milk in each consignment.
- (e) Daily record of the butter-fat content of each consignment of milk forwarded to a dairyman on behalf of the Board.
- (f) Name and address of milk carriers by whom milk transported.
- (g) Daily quantity of milk transported by each milk carrier.
- (h) Monthly quantity of milk forwarded to a milk district from each dairy farmer under contract with the Board.
- (i) Monthly record of payments to dairy farmers for milk accepted on behalf of the Board.

Milk Board Acts.

SCHEDULE XI.—REGULATIONS.

RECORD OF MILK RECEIVED FROM DAIRY FARMERS UNDER
CONTRACT WITH THE BOARD.

Particulars to be recorded—

- (a) Name and address of dairy farmers under contract with the Board from whom milk received.
- (b) Daily quantity of milk received from each dairy farmer. When milk received twice daily, a.m. and p.m. quantities to be recorded separately.
- (c) Particulars of any consignment of milk rejected as being unsuitable for consumption as whole milk, such particulars to include name of dairy farmer concerned, the quantity of milk rejected and the reason for rejection, the date of rejection, and how disposed of.

Milk Board Acts.

SCHEDULE XII.—REGULATIONS.

RECORD OF MILK SALES BY DAIRY FARMERS.

Particulars to be recorded—

- (a) Daily record of milk forwarded to the Board for sale or distribution in a milk district. When milk is forwarded twice daily a separate record is to be kept of each consignment.
- (b) Name and address of Authorized Agent of the Board to whom milk is consigned.
- (c) Name and address of milk carrier.
- (d) Cartage rate per gallon.

Milk Board Acts.

SCHEDULE XIII.—REGULATIONS.

DAIRYMAN'S MILK PURCHASE RECORD.

Particulars to be recorded—

- (a) Daily record of milk purchased from the Board through an Authorized Agent (Depot) of the Board.
Brine-cooled gallons. Heat-treated gallons.
- (b) Daily record of milk purchased from another dairyman—
Bottled gallons. Bulk gallons.

Milk Board Acts.

SCHEDULE XIV.—REGULATIONS.

DAIRYMAN'S MILK SALES RECORD.

Particulars to be recorded—

(1) *Retail Sales or Distribution.*

- (a) Name and address of each person to whom milk is sold or distributed by delivery.
- (b) Daily quantity of milk sold or distributed to each person by delivery, including cash sales.
- (c) Daily quantity of milk sold or distributed at dairy premises.
- (d) Total daily quantity of milk sold or distributed by retail.

(2) *Sales other than Sales by Retail.*

- (a) Name and address of—
 - (i) Dairyman (other than the owner of House Trade dairy or of a Milk Shop).
 - (ii) Owners of House Trade dairies, Milk Shops, and Milk Bars.
 - (iii) Schools, Crèches, Kindergartens, &c., supplied under Free Milk Scheme.
 - (iv) Any other person to whom milk is sold other than by retail (that is, in quantities exceeding two gallons to any person on any day).
- (b) Daily quantity of milk sold or supplied to each of the above-named in bottles and in bulk and the respective prices charged for same.
- (c) Total daily quantity of milk sold in bottles and in bulk other than by retail.

Milk Board Acts.
SCHEDULE XV.—REGULATIONS.

APPLICATION FOR COMPENSATION IN ACCORDANCE WITH SECTION 22 OR SECTION 23 OF THE MILK BOARD ACTS.

1. Name and address of Applicant.
2. Situation and description of land or premises concerned.
(This space to be used only where a claim is made under section 22.)
3. Particulars and details of claim for compensation.
4. The name and address of any other person who has any and what estate or interest in the land or premises concerned.
(This space to be used only where a claim is made under section 22.)

Signature of Applicant
Date claim lodged with the Milk Board

For Office Use Only.

Milk Board Acts.
SCHEDULE XVI.—REGULATIONS.

APPEAL AGAINST ASSESSMENT OF COMPENSATION.

The Honorable the Minister for Agriculture,

I, the undersigned, hereby appeal against the Assessment made by the Milk Board in connexion with my claim for compensation for loss or damage sustained by me by reason of a notification or determination of the Board under section * of the Milk Board Acts.

* Insert 22 or 23 as the case may be.

I submit the following particulars in support of my appeal:—

Signature of Appellant
Address
Date

Milk Board Acts.
SCHEDULE XVII.—REGULATIONS.

APPLICATION FOR NEW LICENCE IN RESPECT OF A DAIRY.

*The Secretary,
Milk Board,
Public Offices,
Melbourne, C.2.*

I, _____ of _____
Milk Shop
hereby apply for a House Trade dairy licence under the Milk and Dairy
Delivery
Supervision Act in respect of premises situated at _____
Date _____ Signature _____

For Office Use Only

REPORT ON APPLICATION.

Municipal District _____
Class of business connected with premises _____
Description of premises _____
Are premises suitable for licence? _____

Existing dairies in vicinity of applicant's premises.

Location of Dairy.	Name of Licensor	Distance from Applicant's Premises.	Class of Dairy.	Hours of Trading.	Average Daily Sales (at Dairy).

Recorded on _____ Date _____, Inspector.

Decision of Milk Board

Chairman.
Members.

Date

Milk Board Acts.
SCHEDULE XVIII.—REGULATIONS.

(APPLICATION UNDER SECTION 24.)

*The Secretary,
Milk Board,
Parliament-place,
Melbourne, C.2.*

We, the undersigned, hereby make application for the approval of the Milk Board to the following proposed transaction:—

- (a) The transfer of the licence in respect of dairy premises located at _____ and held in the name of _____ (as vendor) to _____ (as purchaser) of _____
- (b) The transfer of _____ part of the milk business now conducted by _____ (as vendor) at _____ to _____ (as purchaser) of _____
- Complete (b) in cases where quartage only is to be sold without the transfer of a dairy licence.

We herewith furnish for the information of the Board the following particulars in respect of the proposed transaction:—

1. Name and address of the owner of the dairy premises the licence of which it is desired to transfer, or from which milk business is proposed to be transferred.	
2. Has the consent of such owner been obtained to the proposed transfer? (If so, written consent of such owner must be attached to this application.)	
3. If dairy premises are rented state— (a) Rental (b) If leased, expiry date of lease	
4. If premises being purchased state purchase price.	
5. If premises are specified as a delivery dairy, will they be continued as such by proposed purchaser?	
6. If the answer to question 5 is "No," state— (a) Where will the existing delivery business be transferred to? (b) Will the premises be maintained as a house trade dairy? (c) If so; has the owner agreed to the premises being specified accordingly?	
7. Particulars of milk business proposed to be transferred, and amount of financial consideration to be paid by the purchaser.	(a) Retail Deliveryquarts £ (b) House Tradequarts £ (c) Semi-wholesalequarts £ (d) Plant and Equipment .. £ TOTAL PRICE £
8. Particulars of dairy plant and equipment included in the proposed purchase. (Valuation of each item to be stated. If space insufficient a complete schedule to be attached.)	
9. From what date is it desired that transfer shall be effected?	

NOTE.—No transfer can be effective until the approval in writing of the Milk Board and the Superintendent of dairying has been obtained.

Date _____ Signature of Vendor _____
Signature of Purchaser _____

For Office Use Only

Amount of Fidelity Bond
Vendor
Purchaser
 Returns lodged by vendor to
 Agent conducting sale

Name of Company

MILK BOARD DECISION ON APPLICATION.

Date

Chairman.
 Member.
 Member.

Milk Board Acts.
 SCHEDULE XIX.—REGULATIONS.

APPEAL UNDER SECTION 24 OF THE MILK BOARD ACTS.

Name of Appellant
 Address
 Date of failure or refusal by the Board
 Subject matter of failure or refusal
 Grounds of Appeal

Signature
 Date

Milk Board Acts.
 SCHEDULE XX.—REGULATIONS.

APPLICATION FOR MILK CARRIER'S LICENCE.

The Secretary,
 Milk Board,
 Public Offices,
 Melbourne, C.2.

I, (Full name in BLOCK letters)

of
 hereby make application to the Milk Board for a Milk Carrier's Licence
 in accordance with the provisions of section 26 of the Milk Board Acts
 and submit the following particulars in connexion with such application:—

1. Type of service it is intended to operate (whether by cans or tanker).
2. Routes or area upon or in which it is intended to operate.

Signature of Applicant
 Postal Address
 Date

Milk Board Acts.
 SCHEDULE XXI.—REGULATIONS.

CONSIDERATION OF APPLICATION FOR MILK CARRIER'S LICENCE.

Notice is hereby given that the application made by the person or
 persons named hereunder for a Milk Carrier's Licence to operate upon the
 route and in the area set out opposite the name of the applicant will be
 considered at _____ day of _____ 195
 on the _____ day of _____ 195
 commencing at _____

Name and Address of Applicant.	Route and Area.

Secretary,
 Milk Board.
 / / 195 .

Milk Board Acts.
SCHEDULE XXII.—REGULATIONS.

OBJECTION TO GRANTING OF MILK CARRIER'S LICENCE.

To—

The Secretary, Milk Board, Public Offices, Melbourne, C.2.

I, the undersigned, hereby give notice of my intention to submit to the Milk Board objections to the granting of an application for a Milk Carrier's Licence under the Milk Board Acts lodged by

of

My reasons for objecting to this application are as follows:—

Signature of Objector
Address
Date

A Milk Board Acts. A
SCHEDULE XXIII.—REGULATIONS.
MILK CARRIER'S LICENCE.
Name of person to whom Licence is granted

Name Address
Address The above-named person (whose signature appears in the margin hereof) is hereby granted this Licence in accordance with the provisions of the Milk Board Acts subject to all regulations now in force or which may from time to time be made under the said Acts.
Date of Issue This Licence shall commence on the day of , 19 , and continue in force unless or until suspended or cancelled in accordance with the provisions of the said Acts or any regulations made thereunder.
(Signature) (Signature)
NOT TRANSFERABLE. , Secretary.
Date

Milk Board Acts.
SCHEDULE XXIV.—REGULATIONS.
MILK CARRIER'S RETURN

Name
(BLOCK LETTERS)
Address

Particulars of Milk for Sale or Distribution in a Milk District transported by of during the Calendar Month of , 195 .

Name of Supplier (Authorized Agent or Dairy Farmer).	Address.	Name of Person to whom Delivered.	Address.	Quantity Transported. Gallons.	Rate per Gallon.	Office Use Only		
						Quantity Accepted on behalf of Board.	Amount Due.	
						£	s.	d.
Total ..								

I declare that all the information contained in this Return is true and correct in every particular.

Date Signature
NOTE.—This Return must be forwarded to the Secretary, Milk Board, Public Offices, Parliament-place, Melbourne, C.2, within fourteen (14) days after the end of the month concerned.

Office Use Only.

Name of Carrier
Address

SUMMARY.

Year and Month.	Gallons Accepted on behalf of Board.	Rate per Gallon.	Amount.		
			£	s.	d.
Total					
Plus Surcharge @ % ..					
Total Amount Payable ..					

Checked by
Cheque No.
Issued on

Milk Board Acts.
SCHEDULE XXV.—REGULATIONS.
MILK CARRIER'S DAILY RECORD.

Name and address of Milk Carrier:—

The particulars recorded hereunder represent the quantity in each consignment of milk transported from the premises of an Authorized Agent (Depot) of the Board to a purchaser, or from a Dairy Farmer to an Authorized Agent (Retailer) of the Board (together with the cartage rate charged for such transport service) during the month of , 19 .

Board Agent or Farmer.	Name—	Name—	Name—	Name—	Name—	Name—	Name—	Name—
	A/D—	A/D—	A/D—	A/D—	A/D—	A/D—	A/D—	A/D—
Days of Month—	(Gallons.)	(Gallons.)	(Gallons.)	(Gallons.)	(Gallons.)	(Gallons.)	(Gallons.)	(Gallons.)
1st								
2nd								
3rd								
4th								
5th								
6th								
7th								
8th								
9th								
10th								
11th								
12th								
13th								
14th								
15th								
16th								
17th								
18th								
19th								
20th								
21st								
22nd								
23rd								
24th								
25th								
26th								
27th								
28th								
29th								
30th								
31st								
Monthly Totals								
Cartage rate charged per gallon ..								
Purchaser or Board Agent.	Name—	Name—	Name—	Name—	Name—	Name—	Name—	Name—
	A/D—	A/D—	A/D—	A/D—	A/D—	A/D—	A/D—	A/D—

Signature of Milk Carrier
Date

Milk Board Acts.
SCHEDULE XXVI.—REGULATIONS.
FIDELITY BOND OF
(Insurance Company)

Know all men by these presents that § Limited,
the registered office of which is situate at
in the State of Victoria, is held and firmly bound unto the Honorable
His Majesty's Treasurer in
and for the State of Victoria, and his successors and his and their assigns
in the sum of £ for the due payment whereof the
said company hereby binds itself firmly by these presents.

Executed and delivered by or for the company this day
of , One thousand nine hundred and .

Whereas one *
of
in the said State, dairyman (hereinafter called "the Applicant") has applied
‡grant
for the renewal of a licence under Part II. of the *Milk and Dairy
Supervision Act 1928* as the owner of a dairy situate at
within a milk district or as the owner of a dairy
at outside a milk district from which
milk purchased from the Milk Board or dairymen may be sold or distributed
by retail in a milk district.

And whereas pursuant to the Milk Board Acts the applicant is required
to lodge with the Milk Board a fidelity bond from some insurance company
approved by the Treasurer of Victoria for the sum of †
such fidelity bond *inter alia* to contain a provision indemnifying the Milk
Board or dairymen aforesaid against losses arising from any failure to pay
or to account for any moneys payable to such Milk Board or dairymen by
the applicant during the period ending the thirtieth day of June, 19

And whereas the above bounden § Limited
has agreed to enter into the above-written bond for the fidelity of the
applicant in relation to the payment by him of and the accounting by him
for the said moneys payable to such Milk Board or dairymen as aforesaid:

Now the condition of this bond is such that if the applicant is granted
a licence as aforesaid or a renewal thereof, and if the applicant shall pay
and account for all moneys which shall become due and payable to the
Milk Board or dairymen in respect of milk purchased by or delivered to the
applicant in his capacity as a dairyman during the said period, then the
above-written bond shall be void and of no effect or else the same shall
remain in full force and virtue:

Provided always and it is hereby agreed and declared—

- (a) that the total sum ultimately recoverable under the said bond
against the above bounden shall not in any event exceed
£ and each and every
sum of money which may be paid hereunder (whether such
sum shall have been paid pursuant to an action on the bond
or not) shall be paid and received in reduction of the said total
sum of f ;
- (b) that the above bounden shall be liable only in respect of any
failure to pay or account as aforesaid occurring during the said
period and in respect of which a claim has been made against
the above bounden not later than four months after the date
of sale or delivery of the milk in respect of which any such
failure to pay or account has occurred;
- (c) that if the said licence shall at any time be cancelled or deter-
mined, then the said bond shall become void and of no effect,
except as to any liability which the above bounden shall have
already incurred thereunder.

Dated the day of , 19 .

(L.S.)

‡ Name of applicant for licence, and address.
† Cross out whichever is inapplicable.
‡ Insert amount in words.
§ Name of insurance company.

FIDELITY BOND

Name

Date / /19 .

And the Honorable George Colin Moss, Her Majesty's Minister of
Agriculture for the State of Victoria, shall give the necessary directions
herein accordingly.

A. MAHLSTEDT.
Clerk of the Executive Council.

