

I.—MEMORANDUM OF AGREEMENT.

Between

The Dairy Commissioner, acting for the Department of Agriculture for the Province of Alberta, and....., of....., covering the grading of creamery butter.

1. The Dairy Commissioner agrees for the period of one year from January 1st, 19.., to score and classify according to its marketable quality each shipment of representative samples of creamery butter received by him from.....for that purpose at the Government Grading Station at Edmonton or at Calgary, to mail as soon as possible thereafter to.....or to.....written order, score cards and grade certificates covering such samples, and to pay.....on each shipment of butter so received and graded, a price which, in his judgment, represents its relative market value after deducting:

- (1) The cost of transportation, if any, paid by him on such butter at the Grading Station.
- (2) The cost of packages and other supplies, if any, furnished by him to the said.....

GRADE BASED ON SAMPLE.

Under this arrangement, the Department's scores and grade certificates are necessarily based upon the quality and condition of the representative samples of butter which are shipped to and examined at the Government Grading Station. Yet, the score and classification of each such sample should apply, at the same time, to all the other packages of butter that are put up from the same churning and bearing the same brand and churning number. We wish to emphasize, however, that as inferior workmanship in the packing of butter tends to lower its grade and commercial value, equal care should be given in putting up and finishing *all* packages. (See notes on Grade Standards.)

2. The Dairy Commissioner agrees to hold for at least four weeks the sample packages of butter for which grade certificates have been issued, in order to facilitate the settlement of possible disputes between the buyer and the seller as to grade of the butter which these sample packages are reported to represent.

The butter grading service, specified in this Agreement, is performed at the request of the creamery operator and the Department assumes no liability in any matter of dispute that may arise as between him and the buyer of any of his creamery butter for which Grade Certificates may have been issued. The Department is willing, however, to forward to any given address, upon the written requisition of the shipper and at his expense, a portion of any specified "representative sample" furnished by him together with a copy of the Grade Certificate covering it. The requisition must be made, however, within the four weeks specified in the Agreement.

3. In consideration of the foregoing.....agree to use a separate serial number for each churning of butter that is to be scored and classified by the Dairy Commissioner throughout the period covered by this Agreement.

The creamery operator is recommended to keep for ready reference, and in a permanent form, a detailed record of each churning of butter. This record should show among other particulars: (1) the serial churning number, (2) the number and description (as to size and style) of the packages put up, and (3) the maximum temperature to which the cream has been heated in the process of pasteurization, and the time, in minutes, during which that temperature was maintained.