



The Edinburgh Gazette

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FRIDAY, JULY 31, 1936.

*Amendments of Scheme approved
on 28th July 1936.*

COAL MINES ACT, 1930.

THE SCOTTISH DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by subsection (4) of Section 3 of the said Act, the Board of Trade have made the Scottish District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the Scottish District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I. of the Schedule to the said Order in substitution for the matters mentioned in paragraphs (a), (c), (f), and (g) of subsection (2) of the said Section 3 and for the matters specified in Part II. of the said Schedule in addition to the matters mentioned in subsections (2) and (3) of the said Section 3;

And whereas it is provided by Clause 25 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 25 the amendments of the said Scheme

set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board nominated under the provisions of the said Scheme:

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the Scottish District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and prescribe the 1st day of August 1936 as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said 1st day of August, and any owner is required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 28th day of July 1936.

HARRY CROOKSHANK,

Secretary for Mines.

Board of Trade,

Mines Department,

Dean Stanley Street,

Millbank, London, S.W.1.

28th day of July 1936.

SCHEDULE.

The Scottish District (Coal Mines) Scheme, 1930, shall be amended in the following manner:—

1. Clause 3 shall have effect as if—

(a) after the word "regulating" there were inserted the words "and facilitating";

(b) after the word "coal" where that word appears for the second time there were added the words "in Scotland";

(c) before the word "coal" where that word appears for the third time there were inserted the word "such"; and

(d) after the word "regulated" there were inserted the words "and facilitated."

2. Clause 13 shall have effect as if at the beginning thereof before the words "The Board may" there were inserted the words "In addition to the Committees of which the appointment is specifically provided for in the Scheme."

3. Clause 24 shall have effect as if in the second paragraph thereof for the words "until standard tonnage in respect of output of coal is available, be reckoned by tonnage based on the Owner's output for the last calendar year as returnable on Form T.S. (Wages Agreement) Returns and thereafter" there were substituted the words "be reckoned."

4. Clause 25 shall have effect as if in paragraph (ii.) of the proviso to sub-clause (ii.) for the figure "51" there were substituted the figure "75."

5. Clause 26 shall have effect as if in both provisos thereto—

(a) after the word "tonnages" there were inserted the word "and"; and

(b) the words "and minimum prices" were omitted.

6. For Clauses 28 to 30c inclusive there shall be substituted the following Clauses, that is to say:—

"28. In order to regulate the quantities of coal which may be produced, which may be supplied for export supply, and which may be supplied for inland supply from coal mines in the District, the Board shall from time to time and for such periods as it thinks fit fix standard tonnages of every coal mine in the District in respect of—

(a) output (hereinafter referred to as "output standard tonnages"),

(b) coal for export supply (hereinafter referred to as "export standard tonnages"), and

(c) coal for inland supply (hereinafter referred to as "inland standard tonnages").

29. For the purpose of determination of standard tonnages each Owner shall together with any return he may be required to make to the Board for such determination be asked, and shall have the right, to bring to the notice of the Board by written statement any special circumstances affecting his coal mine or coal mines (including the efficiency and economy of working of the coal mine or coal mines of such Owner, the extent to which they have been developed or are being developed for economic working, the extent to which their output or tonnage of coal

supplied for export supply or for inland supply has been increasing or decreasing), and each Owner shall furnish all particulars the Board may require for fixing standard tonnages as aforesaid, and the Board and any Arbitrer or Arbiters or Oversman to whom the matter may be referred for determination shall together with all other relevant circumstances take such special circumstances into consideration.

29A.—(a) The quarterly output standard tonnages, the quarterly export standard tonnages, and the quarterly inland standard tonnages of every coal mine in force on 31st July 1936 shall have effect until 30th September 1936.

(b) The Board may at any time review, whether or not at the request of an Owner, any such standard tonnage and upon consideration of such circumstances as the Board may think relevant, determine revised standard tonnages therefor:

Provided that in reviewing any such standard tonnage the Board shall have regard to any special circumstances affecting the coal mine or undertaking concerned which may be within the knowledge of the Board or which may be brought to its notice.

30. For the purpose of determination of standard tonnages from and after 1st October 1936 each Owner shall, if required by the Board, submit to the Board in respect of each coal mine owned by him the quantity of coal—

(a) produced,

(b) supplied for export supply, and

(c) supplied for inland supply,

from each such coal mine for each quarter ending on 31st December in the year 1934 and on 31st March, 30th June, and 30th September in the year 1935, and in each calendar quarter thereafter.

The average quarterly tonnages of coal respectively produced by and supplied for export supply and supplied for inland supply from any coal mine calculated on the respective aggregate tonnages produced and supplied in conformity with the provisions of the Scheme in the same calendar quarter ending 31st December, 31st March, 30th June, and 30th September respectively in each of two consecutive years ended 30th September shall be fixed as the quarterly output standard tonnages, the quarterly export standard tonnages, and the quarterly inland standard tonnages respectively of that coal mine for the same calendar quarter in the year commencing on the 1st day of October immediately succeeding such two consecutive years and the total of the quarterly output standard tonnages and the total of the quarterly export standard tonnages and the total of the quarterly inland standard tonnages respectively for the year for which they are so ascertained shall be fixed by the Board as the annual output standard tonnage, the annual export standard tonnage, and the annual inland standard tonnage respectively of coal of the coal mine.

30A. For the purpose of the first determination of quarterly standard tonnages hereunder quarterly standard tonnages shall be fixed for the quarter ending on the 31st

day of December 1936 and so on for each succeeding quarter as before provided.

30B. The sum of the respective quarterly output standard tonnages, the sum of the respective quarterly export standard tonnages, and the sum of the respective quarterly inland standard tonnages of all the coal mines in the District may be referred to respectively as the "Scottish Quarterly Output Standard Tonnages," the "Scottish Quarterly Export Standard Tonnages," and the "Scottish Quarterly Inland Standard Tonnages," and the sum of the annual output standard tonnages, and the sum of the annual export standard tonnages, and the sum of the annual inland standard tonnages of all the coal mines in the District may be referred to respectively as the "Scottish Annual Output Standard Tonnages," the "Scottish Annual Export Standard Tonnages," and the "Scottish Annual Inland Standard Tonnages."

30C. If the Board decides that standard tonnages shall be determined for any class of coal determined according to the nature of the coal or of the trade, industry, or other category of consumer supplied, the provisions of the Scheme relating to standard tonnages of coal shall be applicable to the standard tonnages of such class of coal respectively.

30D. In the determination of standard tonnages for each quarter of a year for which standard tonnages are to be ascertained as aforesaid the Board may in its discretion have regard to the respective proportions which the output of coal or that class of coal and the tonnages of coal or that class of coal supplied from the coal mine or coal mines of each Owner bore respectively to the total output of coal or that class of coal and the total tonnages of coal or that class of coal supplied for export supply and supplied for inland supply from all the coal mines in the District during the same calendar quarter of the year ended 31st December immediately prior to the year in respect of which standard tonnages are to be fixed as aforesaid but for that purpose taking into account only tonnages of output and supply produced and supplied in conformity with the provisions of the Scheme.

30E.—(1) In the determination or review of standard tonnages or in any arbitration with respect thereto account shall not be taken against an Owner of any restriction of output or diminution of tonnage of coal supplied for export supply or supplied for inland supply which was attributable to observance by the Owner, during a quarter in which the output or supply affects the determination of such standard tonnages, of any direction of the Sales Committee or the Control Committee of an Area as to—

(a) the tonnage which such Owner was to decline to supply under any contract;

(b) the price to be quoted or accepted by him for coal to be supplied under any contract; and

(c) the price to be accepted by him for coal to be supplied for day-to-day sales.

(2) In the determination or review of standard tonnages of any coal mine or under-

taking the Board shall review any tonnages of coal supplied for export supply or for inland supply from any quota purchased in terms of the Scheme by the Owner of such coal mine or undertaking in any period in which such supply affects the determination or review of such standard tonnage and any tonnages of coal so supplied shall be taken into account and have effect in such determination or review unless and to the extent to which the Board having regard to all relevant circumstances in its discretion otherwise determines.

30F. In any case in which it may not be practicable for the Board to determine any standard tonnage for any coal mine including a new coal mine in accordance with the foregoing provisions the Board may and, at the request of the Owner of such mine shall upon consideration of such circumstances as it may deem relevant determine such standard tonnages for such coal mine as the Board may think fair and proper but having regard in so fixing standard tonnages to any special circumstances of which the Board may have information or which may be brought to its notice affecting the coal mine in question and to any other relevant circumstances."

7. Clause 31 shall have effect as if—

(a) the words "upon consideration of such circumstances as the Board think relevant" were omitted; and

(b) there were added at the end of the proviso thereto the words "and to any other relevant circumstances."

8. Clause 33 shall have effect as if—

(a) in sub-clause (8) thereof—

(i.) the words "Subject to the provisions of Clause 34 hereof" and the words "by more than the permissible percentage margin specified in Clause 46 hereof" were omitted; and

(ii.) for the words "that Clause" there were substituted the words "Clause 111 hereof"; and

(b) sub-clause (10) thereof were omitted.

9. There shall be inserted the following Clause, that is to say:—

"33A. The Board may from time to time where it appears desirable to them to do so make rules defining, in relation to any trade, industry, or other category of consumer supplied or to any mode of transport or delivery, when loading or supply shall be deemed to take place for any of the purposes of the Scheme."

10. Clause 33A. shall be renumbered 33B.

11. Clause 34 shall be omitted.

12. Clause 35 shall have effect as if—

(a) it were renumbered "34";

(b) before the word "sell" there were inserted the words "within any prescribed period";

(c) for the words "a prescribed period" there were substituted the words "such prescribed period"; and

(d) after the words "corresponding quota" there were inserted the words "for such prescribed period."

13. For Clause 36 there shall be substituted the following Clauses, that is to say:—

“Control of Sales for the District and for Areas.”

35. As from and after 1st August 1936 the sale or supply of coal by Owners and the prices therefor from time to time shall be controlled by the Board acting through Committees of the Board to be constituted and to have and exercise the functions provided in the Scheme.

36. The Owners of coal mines within the District shall not sell or supply or contract to sell or supply any coal produced from such coal mines except in terms of and subject to the provisions of the Scheme.

Appointment and Constitution of the Scottish Co-ordinating Sales Committee.

37. There shall be constituted as at 1st August 1936 the Scottish Co-ordinating Sales Committee (referred to in the Scheme as “the Co-ordinating Committee”) to be nominated from time to time by the Board after consultation with the Associations of Coalowners for the several Areas in Scotland and the Co-ordinating Committee shall for the purposes of the Scheme be a Committee of the Board. The Co-ordinating Committee shall consist of fourteen members comprising five representatives of the Owners in the Lanarkshire Area and three representatives of the Owners in each of the other three Scottish Areas.

38. The Board shall, after like consultation, further nominate fourteen substitute members comprising five persons representing the Owners in the Lanarkshire Area and three persons representing the Owners in each of the other three Areas and the persons so nominated are hereby empowered to act temporarily in place of members for their Area who are unable to attend a meeting or who at any time are otherwise unable to perform their duties as members of the said Committee.

39. Subject to the right of any member or substitute member to resign his appointment, the Committee (including the substitute members) shall remain in office for a period of twelve months, at the end of which period they shall retire; but retiring members and substitute members of the Committee shall be eligible for re-nomination.

40. Any casual vacancy occurring on the Committee shall be filled by a person nominated by the Board after consultation with the Association of Coalowners concerned so as to maintain the representation of the Areas as aforesaid, and any person so appointed shall hold office for the remainder of the period for which the person in whose place he was appointed would have been entitled to hold office.

41. The Board may from time to time after like consultation recall the nomination of any member or substitute member of the Committee and nominate after like consultation any person in his place.

Functions of the Co-ordinating Committee.

42. Subject to the provisions of the Scheme and to the authority and directions of the Board, the Co-ordinating Committee

shall have power to do all such things as are necessary for the effective discharge of the functions of the Co-ordinating Committee under the Scheme or as are incidental to or consequential on the provisions of the Scheme or necessary for giving effect thereto and, in particular, and without prejudice to the generality of the foregoing powers, shall have and exercise the functions following:—

(1) To give effect in the District to any directions given in pursuance of the Central Scheme and relating to the control of the sale or supply of coal and the elimination of competition in such sale or supply;

(2) To administer in the Areas within the District the provisions of the Scheme relating to the control of the sale or supply of coal and the elimination of competition, and to supervise and from time to time to give directions for the effective administration of the control of the sale or supply of coal by Control Committees in the said Areas;

(3) To deal with all questions within the scope of its functions arising between the Scottish District and any of the other Districts;

(4) To correlate the prices and the terms and conditions of sale or supply of coal produced from coal mines in the several Areas and for that purpose to fix prices or minimum relative prices and to prescribe terms and conditions for the sale or supply of such coal and to adjudicate on any questions arising between any of the Areas as to such prices and terms and conditions;

(5) To undertake all such negotiations and consultations with the Control Committees in all or any of the Areas for the purpose of securing the co-ordination of prices for the sale or supply of coal in each of the Areas and in order to promote agreement between them as to the prices and conditions of the sale or supply of coal from such Areas in competitive markets and where agreement is reached to secure that such prices and conditions of sale shall be fixed in accordance with the provisions of the Scheme;

(6) In default of agreement among the Areas as to such prices or terms and conditions for the sale or supply of coal in competitive markets, to receive and hear representations from such Areas on the matters in dispute and to fix minimum relative prices and determine conditions of sale in respect of such markets;

(7) To obtain and co-ordinate information likely to be of interest to the Control Committees in the Areas and to circulate such information among them and, in particular, information necessary and desirable for co-ordinating the operation of the control of the sale or supply of coal in the Areas and Districts and in any markets;

(8) To delegate under direction of the Board to the Control Committee in any Area any of the functions of the Co-ordinating Committee in so far as the special interest of the Area in question

may be affected and in so far as it may be competent so to delegate;

(9) In default of effective administration of the control of the sale and supply of coal and elimination of competition by the Control Committee or Sales Committee of any Area, to make provision for the effective administration of the Scheme in such Area in so far as relating to the control of such sale or supply and elimination of competition.

43. The Co-ordinating Committee may prescribe terms and conditions of sale, including terms and conditions with respect to discounts, commissions, credits, or allowances which may be allowed or given or agreed to be allowed or given, for securing that the actual consideration obtained by the sale or supply of any coal shall not be less in value than the price for the time being fixed for that coal.

The Co-ordinating Committee may in the case of coal supplied for resale by the buyer give directions with respect to the market or area in which and the terms on which such coal may be resold.

Meetings and Proceedings of the Co-ordinating Committee.

44. The provisions of the Scheme contained in Clauses 9 to 14 hereof, both inclusive, dealing with meetings and procedure of the Board, the appointment of officials, voting at meetings, and, subject to direction by the Board, the appointment of Committees and delegation of powers to such Committees and the keeping of minutes shall *mutatis mutandis* apply to the Co-ordinating Committee: Provided however that the Chairman of the Co-ordinating Committee shall be appointed by the Board and shall be a person who is independent of and has no financial interest in the coal industry or any branch thereof whether within the District or elsewhere and that six members of the Co-ordinating Committee shall be a quorum.

Appointment and Constitution of Area Control Committees.

45. The functions of the Co-ordinating Committee relative to the control of the sale and supply of coal from the coal mines within the Areas shall, subject to the authority and directions of the Board and subject to right of recall as after provided, be exercised by Control Committees in the Areas respectively.

46. The Control Committee for each of the Fife Area and the Ayrshire Area shall be constituted as Committees of and under the authority and directions of the Co-ordinating Committee in accordance with the following provisions, viz.:—

(1) Each Owner in each of these Areas shall be entitled at any time and from time to time to nominate one member of the Control Committee of his Area in respect of the output during the year 1935 from the coal mine or coal mines within the Area belonging to such Owner up to 500,000 tons and one additional member for each complete 500,000 tons of such

output in excess of the first 50,000 tons. An Owner may nominate as a member of the Control Committee in the Area in terms of this Clause such Owner himself or any person in the employment of such Owner (including, in the case of a Company Owner, any Director or other officer of such Company) or any person appointed by such Owner as his sole agent for the sale of coal produced from a coal mine or coal mines belonging to him within the Area.

(2) Each Owner in these Areas shall also be entitled to nominate any person qualified in terms of the immediately preceding paragraph for nomination as a member of the Control Committee to be the substitute of any member of the Control Committee of the Area nominated by such Owner and such substitute shall, in the absence of such number, be entitled to attend meetings of the Control Committee and exercise thereat all the powers of such member.

(3) All nominations and removals by Owners of members and substitutes in terms of the foregoing provisions shall be subject to the approval of the Co-ordinating Committee made in writing and shall take effect on delivery of such writing to the Manager or Executive Officer or Secretary appointed by the Control Committee.

(4) The minimum number of members required to constitute the Control Committee in each of these Areas shall be six but, subject to this provision, the Control Committee may act notwithstanding that any Owner may not have exercised his right to nominate a member or members of the Control Committee.

(5) If at any time the number of members of the Control Committee in either of these Areas is less than the minimum prescribed in the immediately preceding paragraph the Co-ordinating Committee may, after consultation with the Association of Coalowners for the Area, nominate any person or persons to fill the vacancy or vacancies until the requisite number of members of the Control Committee shall have been nominated by Owners and approved by the Co-ordinating Committee in terms of the foregoing provisions.

47. The Control Committee for the Lanarkshire Area shall be constituted as a Committee of and under the authority and direction of the Co-ordinating Committee in accordance with the following provisions, viz.:—

(1) The Control Committee shall consist of twenty members with a like number of substitute members elected annually from time to time by the Owners in the Area as aftermentioned and approved by the Co-ordinating Committee. The substitute members shall be empowered to act temporarily in place of members who are unable to attend a meeting or who at any time are otherwise unable to perform their duties as members of the Control Committee. Any Owner in the Area or any person in the employment of such Owner (including in the case of a Com-

pany Owner, any Director or other officer of such Company) or any person appointed by such Owner as his sole agent for the sale of coal produced from a coal mine or coal mines belonging to him in the Area shall be eligible for election or appointment as a member or substitute member of the Control Committee.

(2) Pending the first election of members the Committee shall be comprised of the members of the Board representing the Lanarkshire Area. The procedure for the first election shall be regulated by the Committee as first constituted as aforesaid and for subsequent elections the procedure shall be regulated by the Committee.

(3) For the purposes of electing the members and substitute members the Owners in the Area shall be divided into three groups comprising respectively the Owners whose individual tonnages of output from the coal mine or coal mines within the Area belonging to such Owners for the calendar year immediately preceding an annual election fall within the following tonnage classes:—(a) 24,000 tons or less; (b) above 24,000 tons and not exceeding 175,000 tons; and (c) above 175,000 tons and the Owners in the group in said tonnage class (a) shall be entitled to and shall elect one member and one substitute member; and the Owners in the group in said tonnage class (b) shall be entitled to and shall elect two members and two substitute members; and the Owners in the group in said tonnage class (c) shall be entitled to and shall elect seventeen members and seventeen substitute members. At the respective election meetings of the said three groups of Owners, votes may be given either personally by the Owners or by their duly authorised representative or by a proxy in writing. Resolutions put to the vote shall be decided on a show of hands unless a poll is demanded, and unless a poll is so demanded a declaration by the Chairman as to the result of the resolution or resolutions determining the election entered to that effect in the Minutes of Proceedings of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded. The decision of the Chairman of each meeting as to the result of the voting shall be final. Every Owner present or represented at the respective election meetings shall on a show of hands have one vote and at a poll one vote for each ton of output reckoned on the Owner's annual output from the coal mine or coal mines within the Area belonging to such Owner for the immediately preceding calendar year.

(4) Casual vacancies may until the vacancies are filled by further election as aforesaid be filled by the Co-ordinating Committee after consultation with the Association of Coalowners for the Area.

47A. The Control Committee for the Lothians Area shall be constituted as a Committee of and under the authority and direction of the Co-ordinating Committee in

accordance with the following provisions, viz.:—

(1) The Control Committee shall consist of ten members with a like number of substitute members to be nominated and appointed and elected from time to time in manner aftermentioned and to be approved by the Co-ordinating Committee. The substitute of any member shall be empowered to act temporarily in place of such member who is unable to attend a meeting or who at any time is otherwise unable to perform his duties as a member of the Control Committee. The group of Owners in the Area who are members of the Associated Lothian Coal Owners Limited and the group of Owners in the Area who are not such members shall be entitled respectively to be represented by such number of members and substitute members of which the Control Committee shall consist as shall, from time to time, be determined as near as may be by the proportions which the respective total aggregate tonnages of output of the said respective groups of Owners bear to the total tonnages of output in the Area for the calendar year immediately preceding the year in which appointment or election of members or substitute members falls to be made.

(2) The members and the like number of substitute members by whom the group of Owners who are members of the Associated Lothian Coal Owners Limited are to be represented on the Control Committee shall be nominated and appointed from time to time by such Owners. The first nominations and appointments so to be made shall be made forthwith on these provisions coming into operation and subsequent nominations and appointments from time to time as may be required to maintain the representation on the Control Committee of the Owners who are members of the Associated Lothian Coal Owners Limited as herein provided. Any member and substitute member so nominated and appointed may be an Owner who is a member of the Associated Lothian Coal Owners Limited or any person in the employment of such Owner (including in the case of a Company Owner any Director or other officer of such Company) or any person in the employment of the Associated Lothian Coal Owners Limited.

(3) The member or members and substitute member or substitute members by whom the Owners in the Area who are not members of the said Associated Lothian Coal Owners Limited shall be entitled to be represented on the Control Committee shall be elected by the said Owners from time to time as may be required. Every such member and substitute member of the Control Committee to be so elected from time to time may be an Owner himself in the Area or any person in the employment of such Owner (including in the case of a Company Owner any Director or other officer of such Company) or any

person in the employment of the Associated Lothian Coal Owners Limited or any person appointed by such Owner as his sole agent for the sale of coal produced from a coal mine or coal mines belonging to him within the Area.

(4) Pending the first of such elections by the Owners who are not members of the said Associated Lothian Coal Owners Limited such Owners shall be represented on the Committee by a member or members and substitute member or substitute members provisionally nominated and appointed by the Co-ordinating Committee. When the first election has been made, the member or members and substitute member or substitute members so provisionally nominated and appointed shall retire and the elected member or members and substitute member or substitute members shall take their respective places.

(5) The procedure for the first election by the Owners in the Area who are not members of the said Associated Lothian Coal Owners Limited shall be regulated by the Committee as first constituted as aforesaid and for subsequent elections the procedure shall be regulated by the Committee.

(6) At all election meetings of the Owners who are not members of the Associated Lothian Coal Owners Limited votes may be given either personally by the Owners or by their duly authorised representative or by a proxy in writing. Resolutions put to the vote shall be decided on a show of hands unless a poll is demanded and unless a poll is so demanded a declaration by the Chairman of the meeting as to the result of the resolution or resolutions determining the election shall be conclusive without proof of the number or proportion of the votes recorded. The decision of the Chairman of the election meeting as to the result of the voting shall be final. Every Owner present or represented at the election meeting shall on a show of hands have one vote and at a poll one vote for each ton of output reckoned on the Owner's output from the coal mine or coal mines within the Area belonging to such Owner for the immediately preceding calendar year.

(7) Subject to the right of any member or substitute member to resign his appointment and to right of recall by the said respective groups of Owners of the appointment of their respective representative members and substitute members, the Control Committee (including the substitute members) shall remain in office for a period of twelve months, at the end of which period they shall retire; but retiring members and substitute members of the Control Committee shall be eligible for re-nomination and re-appointment. Casual vacancies occurring in the appointments of members or substitute members nominated and appointed by Owners who are members of the Associated Lothian Coal Owners Limited may be filled by such Owners with the

approval of the Co-ordinating Committee. Any casual vacancy occurring in the appointment of any member or members and substitute member or substitute members to be elected by the Owners who are not members of the Associated Lothian Coal Owners Limited may until the vacancy is filled by a further election, with the approval of the Co-ordinating Committee, be provisionally filled by the Co-ordinating Committee after consultation with the Owners entitled to make the election as aforesaid.

(8) The Control Committee may act notwithstanding that the Owners who are not members of the Associated Lothian Coal Owners Limited may not have exercised their right of election as hereinbefore provided.

Functions of the Control Committees.

48. Subject to the provisions of the Scheme and to the authority of the Board and to any directions which may from time to time be given by the Board either directly or through the Co-ordinating Committee, the Control Committee in each Area—which for the purposes of the Scheme shall be a Committee of the Co-ordinating Committee—shall have power to do such things as may be necessary for the effective administration of the control of the sale and supply of coal produced by Owners within such Area and, in particular, each Control Committee shall have and exercise the following functions, viz.:—

(1) To supervise and instruct the Sales Committee of the Area to be appointed as aftermentioned and to consider and dispose of all questions which may be referred to the Control Committee by the Sales Committee;

(2) To hear appeals by any Owner against any decision of the Sales Committee of the Area;

(3) To exercise their rights to require returns;

(4) To undertake all such negotiations and consultations with the Co-ordinating Committee as may be necessary or desirable for the purpose of co-ordinating the operation of the control of the sale or supply of coal in the District or in any of the Areas;

(5) To enter into any arbitration in terms of any obligation to that effect and to enter into voluntary arbitrations on such terms and conditions as may be deemed expedient and to implement any awards which may be pronounced;

(6) To use all practical means available to discover any evasions of the provisions of the Scheme relating to the control of the sale or supply of coal from coal mines in the Area and to report them to the Co-ordinating Committee; and

(7) To carry out all competent instructions and directions of the Board given either directly or through any Committee.

Appointment of Officials.

49. Each Control Committee shall have power to appoint a Manager or Executive Officer, Secretary, Treasurer, Auditors, and such other officials at such remuneration as

they may think fit, and all or any of such offices, other than that of Auditor, may be held by one person.

50. The Manager or Executive Officer and Secretary shall be a person or persons independent of and having no financial interest in the coal industry or any branch thereof, whether within the Area or elsewhere. The Manager or Executive Officer, Secretary, and Treasurer for the Control Committee of the Lothians Area may be the Associated Lothian Coal Owners Limited.

Proceedings of the Control Committees.

51. The Control Committee of each Area shall meet at least once in each month and otherwise as often as may be necessary for the effective and expeditious performance of its functions under the Scheme.

52. The Secretary of the Control Committee shall convene a meeting of the Control Committee whenever requested to do so by the Chairman or Vice-Chairman or by any two members of such Committee.

53. A meeting called at the request of members of the Control Committee shall be held within seven days of the receipt of the request, and the notice convening the meeting shall state the general nature of the business for which the meeting has been convened.

54. Unless shorter notice shall be unavoidably necessary, at least three clear days' notice shall be given to the members of the Control Committee specifying the place, day, and hour of every meeting of such Committee.

55. The Control Committee shall appoint a Chairman and Vice-Chairman from their own number and determine the periods for which they are to hold office respectively. In the absence of the Chairman and Vice-Chairman, the Committee may appoint a Chairman of the meeting from the members present.

56. The quorum for a meeting of the Control Committee shall be one third of the members for the time being of such Committee. If a quorum be not present within half-an-hour after the time appointed for holding a meeting, the Chairman shall adjourn it until such reasonable time as he may decide being not less than three days or more than seven days later and, at the adjourned meeting, of which notice shall be given, the members of the Control Committee actually present shall form a quorum.

57. Each member shall have one vote and, in the case of an equality of votes, the Chairman shall have a casting vote as well as a deliberative vote.

58. In addition to their power to appoint a Sales Committee as hereinafter provided, the Control Committee shall subject to the authority and direction of the Co-ordinating Committee have power to appoint Sub-Committees of their own members or other persons qualified in terms of Clauses 46, 47, and 47A hereof for nomination as members or for election as members of the Control Committee and to delegate to such Sub-Committees such powers as they may think fit.

59. All decisions of Sub-Committees shall be reported to and, except in the case of

the Sales Committee, shall be subject to review by the Control Committee. The decisions of the Sales Committee shall not be subject to such review except on an appeal taken by an Owner as hereinafter provided unless in the opinion of the Control Committee any such decision, which has not been made the subject of such appeal is detrimental to the effective and equitable administration of the Scheme or to the proper co-ordination of the control of the sale or supply of coal in the District or in the Area and that such decision having regard to contractual obligations or other commitments entered into or made by Owners in terms of or on the faith of such decision should as a reasonable and practicable matter be made the subject of review.

Sales Committees for the Areas.

60. The Control Committee for each Area shall under the authority and direction of the Co-ordinating Committee from time to time appoint a Sales Committee for the Area consisting of not less than six of their members or of persons qualified to be members and, in addition, the Chairman, or, in his absence, the Vice-Chairman of the Control Committee shall be a member of the Sales Committee *ex officio*:

Provided that in the case of the Sales Committee for the Lanarkshire Area each group of Owners in the respective tonnage classes determined as aforesaid for purposes of election of members and substitutes to the Control Committee shall be entitled to be represented on the Sales Committee:

Provided further that in the case of the Sales Committee for the Lothians Area the respective groups of Owners referred to in Clause 47A (1) hereof shall be entitled to be represented on the Sales Committee for the Area in the same relative proportions, as near as may be, as for representation on the Control Committee for the Area.

61. In the absence of any member of the Sales Committee any person for the time being nominated as his substitute on the Control Committee shall be entitled to attend meetings of the Sales Committee and exercise thereat all the powers of such member, and such substitutes shall be members of the Control Committee or persons qualified to be members.

62. The Sales Committee shall meet as often as may be necessary for the efficient and expeditious performance of its functions under the Scheme.

63. Each member of the Sales Committee shall have one vote. The Chairman of the Sales Committee shall be appointed by the Control Committee and in the case of an equality of votes, the Chairman shall have a casting vote as well as a deliberative vote. In the absence of the Chairman at any meeting, the Sales Committee may appoint a Chairman for the meeting from the members present. The quorum for a meeting of the Sales Committee shall be three members.

64. The Sales Committee shall act subject to such instructions as may from time to time be given by the Control Committee.

65. Subject to the provisions of the Scheme, the Sales Committee shall have

power to do all things necessary to discharge its functions under the Scheme to the best advantage.

Appeals to the Control Committee against Decisions of the Sales Committee.

66. Every Owner in an Area shall have right to appeal to the Control Committee of the Area against any decision of the Sales Committee of the Area by which he may feel aggrieved provided he shall give to the Manager or Executive Officer or Secretary appointed by the Control Committee within three days or in the case of any decision relating to day-to-day sales as hereinafter defined within such period as may from time to time be determined by the Co-ordinating Committee after the date of the decision of the Sales Committee notice in writing of his intention to do so.

67. The Control Committee shall meet to hear appeals as soon as possible and, in any event, within seven days after receipt of notice thereof by the Manager or Executive Officer or Secretary as provided in the immediately preceding Clause. The procedure on appeals shall be informal and the manner in which appeals are to be heard and determined shall be in the discretion of the Control Committee.

68. Minutes of proceedings of meetings of the Control Committees and Sub-Committees thereof, including the Sales Committees, shall be kept in regular form and the signature thereto by the Chairman of the meeting at which the Minutes are approved shall be sufficient evidence of their accuracy.

Suspension of Control Committees and Sales Committees.

69. The Co-ordinating Committee shall have the power, subject to the approval of the Executive Board, of suspending or recalling the election or appointment of the Control Committee or Sales Committee for any Area and of other persons having functions with respect to the control of the sale or supply of coal in any Area provided the Co-ordinating Committee after such reasonable enquiry as the urgency and nature of the circumstances permit is satisfied that such Committees or persons have failed in a material respect to fulfil their respective functions under the Scheme and the Co-ordinating Committee shall be empowered, with like approval, to administer and make such directions as it may think fit from time to time for the administration of the control of the sale or supply of coal in such Area by the appointment of Committees to take the place of the Committees or persons whose appointments or elections it has suspended or recalled with power to reinstate such Committees and persons and to do all other things which may be necessary to secure the effective administration of the control of the sale or supply of coal within the Area.

Period and Tonnage Contracts.

70. For the purpose of the provisions of the Scheme relating to the control of the sale or the supply of coal—

(a) "period contract" means any contract for the sale or supply of coal of whatever quantity, class, quality, size, de-

scription, grade, or kind over any period of not less than two months;

(b) "tonnage contract" means any contract for the sale or supply of coal (other than a contract for the supply of coal either for export supply or for inland supply to be conveyed coastwise or for supply to industrial works or public utility undertakings in any case in which the period from the date of the receipt of the order or enquiry to the agreed date of commencement of loading at the port for export supply or for inland supply to be conveyed coastwise or to the agreed date of completion of despatch from the colliery for supply to industrial works or public utility undertakings does not exceed seven days, but provided that if such loading is not commenced or such despatch is not completed within such period of seven days the Owner concerned shall, unless such delay in loading or despatch is due to circumstances certified by the Sales Committee for the Area to have been outwith the control of the Owner and the purchaser, be liable in penalty for contravention of or failure to comply with the provisions of the Scheme relating to the sale or supply of coal as hereinafter provided) of any class, quality, size, description, grade, or kind in any quantity exceeding 300 tons irrespective of the period or periods over which such coal is to be supplied;

(c) "day-to-day sales" means all contracts for the sale or supply of coal other than period and tonnage contracts:

Provided that period and tonnage contracts and day-to-day sales shall not include arrangements for the supply of coal—

(a) for use in working the coal mine,

(b) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed,

(c) free or at reduced rates in terms of mineral leases under which the coal is worked, and

(d) for manufacturing to other parts of an undertaking of which the coal mine forms part.

71. Every Owner in each Area shall, before making any tender or quotation for a period or tonnage contract or before accepting any period or tonnage contract offered to him or before otherwise entering into or becoming bound to sell or supply coal in terms of any period or tonnage contract or before supplying coal to which the exemption from control under Clause 82 does not apply or which is not supplied pursuant to day-to-day sales in so far as any coal comprised in such contract or any part thereof is to be supplied from a coal mine or coal mines within the Area, submit to the Sales Committee such information as they may require authenticated in such manner as the Sales Committee may from time to time determine.

72. The Sales Committee shall consider the proposed contract (which shall be deemed to include a proposed supply to which the

exemption from control under Clause 82 does not apply) as quickly as possible after receipt of such information as they may require and, subject to their receiving and considering such further information as they may think necessary, shall direct the Owner in writing signed by the Manager or Secretary appointed by the Control Committee on the following points, viz. :—

(1) As to whether or not and to what extent the proposed contract may be entered into or is to be declined;

(2) The tonnage of coal or of each class, quality, size, description, grade, or kind of coal which may be sold or supplied under the proposed contract from a coal mine or coal mines of any Owner within the Area;

(3) The price to be charged for the tonnage of coal or class, quality, size, description, grade, or kind of coal to be so supplied;

(4) The period within which the coal may be supplied and any limitation upon the tonnages which may be supplied in any part of such period;

(5) Any variations of or additions to the terms and conditions of the proposed contract required by the Sales Committee including any terms and conditions of sale prescribed by the Co-ordinating Committee:

Provided that the Owner may, in respect of any such contract, contract for the sale or supply of the quantity directed by the Sales Committee or such less quantity as he may think fit and the price as directed to be charged may, unless otherwise directed by the Sales Committee in any particular case, be increased by the Owner but may not be reduced; but in all cases the Owner shall forthwith advise the Sales Committee in writing of the particulars of every contract entered into following upon a direction of the Sales Committee:

Provided, further, that no Owner shall be entitled because of any direction by the Sales Committee to exceed any quota in any prescribed period.

73. The Sales Committee shall fix the price for a period or tonnage contract f.o.b. in the case of coal for export supply and coal for inland supply destined for shipment and at the pit (to be ascertained by deducting from the price at the place of delivery the actual net cost of delivery in so far as incurred by the Owner) or delivered in the case of coal for inland supply other than coal destined for shipment: Provided that the Sales Committee may with the approval of the Co-ordinating Committee at any time and from time to time adopt such other basis of fixation for any of such prices as they may consider more appropriate to the circumstances.

74. The Sales Committee shall in fixing such prices take into account the price proposed to be quoted or accepted by the Owner and the price so fixed shall be not less than the prices or minimum relative prices for the time being fixed by the Co-ordinating Committee for the coal or class

of coal proposed to be sold or supplied as aforesaid and shall be as much in excess of such prices as may be reasonably obtainable in the circumstances existing at the time of fixation.

75. In particular, the Sales Committee in fixing the price and determining the tonnage of coal or any class, quality, size, description, grade, or kind of coal to be supplied by any Owner under a proposed period or tonnage contract shall have regard to the following matters, viz. :—

(1) The class of coal;

(2) Whether it is for export supply, inland supply to be conveyed coastwise or other inland supply;

(3) In the case of inland supply to be conveyed coastwise or other inland supply, the nature of the trade, industry, or other category of consumer to be supplied;

(4) The quality, size, description, grade, or kind of the coal and the purpose for which it is to be used.

(5) The fact that the responsibility of finding markets remains with the Owner;

(6) The situation of the coal mine or coal mines from which the tonnage is to be supplied;

(7) The relative prices for the same class, quality, size, description, grade, or kind of coal in other areas, taking into account the situation of the coal mine from which it is supplied and other variations of circumstances affecting prices;

(8) The preservation of the continuity of business in existing channels;

(9) The preservation, so far as reasonably practicable to each Owner owning coal mines in the Area, of opportunity to secure a fair and equitable share of the trade of the District as such share may be determined by reference to tonnage, price, quality, and other considerations, and in relation to the class, quality, size, description, grade, or kind of coal which the Owner is willing and able to sell or supply;

(10) The Standard Tonnages and Quotas of the Owner;

(11) The special circumstances in respect of which the Board may have increased or reduced Standard Tonnages for any coal mines belonging to the Owner within the Area; and

(12) Any other matters which may be submitted by the Owner.

76. The Sales Committee shall have power to allocate the tonnage for any period or tonnage contract which may have been declined by an Owner on the direction of the Sales Committee to any other Owner willing to supply such tonnage from a coal mine or coal mines within the Area provided the quotas of such other Owner shall not thereby be exceeded.

77. In cases where the Sales Committee has reason to think that the Sales Committee or Committees in any other Area or Areas may be interested directly or indirectly in any period or tonnage contract, the Sales Committee shall consult with the Sales Committee or Committees in such other Area or Areas for the purpose of co-ordination of prices.

Day-to-Day Sales.

78. The Sales Committee shall fix the prices for day-to-day sales at such frequent intervals as may from time to time be thought expedient and the prices to be charged by Owners for day-to-day sales may, unless otherwise directed by the Sales Committee in any particular case, exceed but shall not be less than the prices so fixed by the Sales Committee.

79. In fixing prices for day-to-day sales, the Sales Committee shall have regard to the matters specified in Clause 75 hereof, and subject as aforesaid the prices for day-to-day sales fixed by the Sales Committee shall be relative prices as between different coal mines in the Area for each class, quality, size, description, grade, or kind of coal taking into account the situation of the coal mines and other variations and circumstances affecting prices. Such prices shall not be less than the prices or minimum relative prices from time to time fixed by the Co-ordinating Committee for the different classes, qualities, sizes, descriptions, grades, or kinds of coal, and shall be as much in excess of such prices as may be reasonably obtainable in the circumstances existing at the time of fixation of such prices by the Sales Committee.

80. The Sales Committee shall at all times so far as may be reasonably practicable, consult with the Control Committee in the Area and through such Control Committee with the Co-ordinating Committee for the purpose of co-ordinating relative prices in the Areas, and, in particular, in regard to prices for day-to-day sales which may affect more than one Area.

81. The prices for day-to-day sales to be fixed by the Sales Committee shall, subject to such variation of the basis of price fixation as the Sales Committee, with approval of the Co-ordinating Committee, may from time to time or in particular cases think suitable, be prices f.o.b. in the case of coal for export supply and for inland supply to be conveyed coastwise, as may be defined from time to time by the Co-ordinating Committee, and in the case of coal for inland supply other than for shipment delivered prices or pit prices, and, where pit prices are to be fixed in case of sales for delivery otherwise than at the pit, the pit prices shall be ascertained by deducting from the prices at the place of delivery the actual net cost of delivery in so far as incurred by the Owner.

Existing Contracts.

82. The Control of the sale or supply of coal under the Scheme shall not apply to any contract entered into prior to the first day of August nineteen hundred and thirty-six for the sale or supply of coal under which an Owner is bound prior to that date to sell or supply coal otherwise than at his own election, except as regards the price and other terms and conditions of such sale or supply in so far as these can be subject to regulation under the Scheme without involving any of the parties to the contract in breach of its provisions.

83. As soon as possible after the first day of August 1936 the Owners who are members

of the Associated Lothian Coal Owners Limited shall submit to the Co-ordinating Committee a copy of the constitution of the voluntary scheme of Partial Amalgamation constituted by Memorandum and Articles of Association of the said Associated Lothian Coal Owners Limited and the Agreement or Agreements relative thereto, and the Co-ordinating Committee shall from time to time, if and so long as such Owners shall procure that the Associated Lothian Coal Owners Limited shall in the sale or supply of coal produced by such Owners in the Lothians Area comply with and observe the provisions of Clauses 70 to 82 of the Scheme in like manner as if such Associated Lothian Coal Owners Limited were an Owner, issue directions to the Owners who are members of the Associated Lothian Coal Owners Limited enabling such coal to be sold and supplied accordingly and for the purposes of such compliance period and tonnage contracts and day-to-day sales by the Associated Lothian Coal Owners Limited may be dealt with as sales from one coal mine. And if and so long as the said Owners fail to procure compliance with and observance of the provisions of the Scheme as aforesaid the provisions of the Scheme shall be applicable to the sale or supply of coal by such Owners under the said Voluntary Scheme and relative Agreement or Agreements to the effect of controlling the prices or terms or conditions of sale or supply of such coal.

Collective Sales.

84. Subject to the provisions of the Scheme the Control Committee in each Area shall, subject to the approval of the Co-ordinating Committee, have power to arrange or to adopt with or without modification any existing arrangements for the making of collective contracts for the sale or supply of coal produced in the Area or brought into the Area for sale or supply or for the collective central control of the sale or supply of coal by any of the Owners in such Area who are willing to participate and to allocate the tonnage required for any such contract among the participating Owners as may be agreed.

Notices to Owners relative to Control of Sales.

85. Intimation of all decisions of the Co-ordinating Committee, Control Committees, and Sales Committees in so far as applying to all the Owners in an Area shall so soon as practicable be made to each Owner in the Area at his principal place of business or the Registered Office of such Owner or to such address as he may intimate to the Secretary of each such Committee as suitable for the receipt of notices: Provided also that complete lists of prices for day-to-day sales shall be kept in the offices of the Control Committees and shall be made available for inspection by any Owner or his representative authorised in writing. All notices may be delivered personally or posted, addressed as aforesaid, and if posted shall be held to have been received in the ordinary course of post, and in any event not later than 48 hours from the time of posting.

Observance of Control.

86. No Owner shall, save as otherwise by the terms of the Scheme provided, either directly or indirectly:—

(1) enter into a period or tonnage contract for the sale or supply of coal except in terms of a direction obtained from the Sales Committee as provided in this Scheme; or

(2) sell or supply coal under a period or tonnage contract in excess of the tonnage specified in the direction of the Sales Committee; or

(3) sell or supply coal under any period or tonnage contract in any manner whereby the actual consideration obtained is less in value than the price fixed by the Sales Committee; or

(4) sell or supply coal under any period or tonnage contract on terms and conditions different from those approved by the Sales Committee; or

(5) sell or supply coal under a day-to-day sale in any manner whereby the actual consideration obtained is less in value than the price fixed by the Sales Committee at the time; or

(6) enter into a day-to-day sale for the sale and supply of coal contrary to any special direction which may have been given by the Sales Committee with reference thereto; or

(7) allow or give or agree to allow or give, whether in the case of a period or tonnage contract or day-to-day sale, any discount, commission, rebate, extended credit, or allowance in respect of the price, quality, or weight of coal or otherwise in contravention of a direction of the Sales Committee; or

(8) give or offer to give as an inducement to any person to purchase coal or in consideration of his having purchased coal from the Owner any favour, allowance, or benefit under any arrangement for reciprocal trading or exchange of commodities or services or by payment of any demurrage charges or siding rents incurred by such person or otherwise in any manner of way.

Any Owner contravening the foregoing provisions in any particular shall be liable to penalty as hereinafter provided.

87. The Control Committee in each Area shall have power to prescribe conditions of sale for securing that the actual consideration obtained by the sale or supply of coal under any period or tonnage contract or day-to-day sale shall not be less in value than the prices fixed by the Sales Committee and every Owner in such Area shall be bound to comply with such conditions of sale.

88. In the event of complaint being made to an Owner by any customer in regard to short weight or quality of coal the Owner shall forthwith report the complaint in writing to the Sales Committee for the Area in which is situate the coal mine from which the coal was sold or supplied and shall specify any additional quantities of coal and any reduction in price or either of them proposed

to be made by the Owner in respect of such complaint and the Owner shall not supply any additional quantities of coal or make any reduction in price except to such extent and in such manner as may be approved by the Sales Committee of that Area in writing signed by the Manager or Executive Officer or Secretary appointed by the Control Committee of that Area.

General.

89. In the determination of all questions arising under the Scheme, the Board, whether acting directly or through any Committee, and the Arbitrator or Arbitrators shall, within the scope of their functions and subject to the provisions of the Scheme, have regard to equality of opportunity amongst the Owners to secure the advantages arising from and incidental to the regulation of the production sale and supply of coal produced in the District, and they shall endeavour to secure that the provisions of the Scheme shall operate fairly and equitably as between all the Owners.

Compensation for Loss of Trade.

90. Subject to the provisions hereinafter written, every Owner shall be entitled to claim and receive from the Board who shall make payment to him of compensation for any loss (as the same may be determined by reference to tonnage, price, quality of coal, and other considerations and in relation to the class, quality, size, description, grade, or kind of coal which the Owner was willing and able to sell or supply) sustained by him and attributable to his having been deprived of a fair and equitable share of the trade of the District during any prescribed period in consequence of his compliance with any direction of the Co-ordinating Committee or the Sales Committee or the Control Committee of an Area as to (a) the tonnage which such Owner was to decline to supply under any proposed contract; (b) the price to be quoted or accepted by him for coal to be supplied under any proposed contract; and (c) the price to be accepted by him for coal to be supplied on day-to-day sales; and such claim for compensation shall be competent notwithstanding that such direction may have been confirmed on arbitration as provided in this Scheme. The amount of any such compensation shall, to the extent to which the loss sustained by the Owner was attributable to a direction by the Co-ordinating Committee, be charged in whole or in part upon the Owners in the District or upon the Owners of one or more Areas in such proportions in the aggregate in respect of the District or the Area or Areas involved as the Board shall determine. If the loss was due to a direction of the Control Committee or the Sales Committee of an Area the amount of the compensation shall be charged upon the several Owners in the Area of the Control Committee or the Sales Committee who made the direction in consequence of compliance with which such loss was sustained. If the loss was due to the direction of the Committee or Committees of more than one Area the Board shall determine the proportions in which the compensation is chargeable in

aggregate against the Owners in the respective Areas. The Owners who are members of the Associated Lothian Coal Owners Limited shall be entitled to be compensated as aforesaid for any loss sustained by them in consequence of compliance by that Company in like manner as if it were an Owner with any such directions as aforesaid.

91. Claims by any Owner for compensation in respect of any loss sustained by him as aforesaid in any prescribed period shall be submitted by him to the Board within twenty-one days or such longer period as the Board may approve in any particular case after the expiry of such prescribed period.

92. The amount of compensation payable to an Owner in respect of any prescribed period in terms of the foregoing provisions shall be such as may be determined by the Board (subject to arbitration as hereinafter provided) but the compensation payable to the Owner shall not, in any event, exceed 5s. 0d. per ton of the tonnage of coal represented by the share of the trade of the District in such prescribed period of which such Owner may have been deprived as such tonnage shall (subject to arbitration as hereinafter provided) be estimated and fixed by the Board.

Adjustment of Average Prices of Export and Inland Supply.

93. From and after the 1st October 1936 the Board shall make and effect between and amongst the several Owners, an adjustment of the receipts for the sale of the respective aggregate tonnages of coal produced in the District and supplied for export supply and for inland supply respectively for each quarter ending 31st December, 31st March, 30th June, and 30th September in each year (which quarters are hereinafter respectively referred to as the "December Quarter," the "March Quarter," the "June Quarter" and the "September Quarter," and generally for the purposes of the said adjustment for any such quarters in which adjustment is to be made as the "adjustment accounting quarters").

94. For the purpose of such adjustment ascertainment has been made from the tonnages and average pit prices of coal disposed of in Scotland for export supply and for inland supply respectively in the March, June, September, and December quarters in each of the two years from 1st October 1933 to 30th September 1935 of the tonnage proportions and price ratios which shall be utilised as standard tonnage proportions and standard price ratios in manner after provided.

95. The said standard tonnage proportions and standard price ratios shall be set up as follows, viz. :—

(First) The proportions which the average total tonnages of coal disposed of for export supply and for inland supply for the same calendar quarter in each of the said two years bore respectively the one to the other (hereinafter referred to in relation to the same respective adjustment accounting quarters of the calendar as the "standard export tonnage proportions"

and the "standard inland tonnage proportions"), viz. :—

(1) The standard export tonnage proportions for :—

Export to Inland.

(a) the March quarter	28'18%
(b) the June quarter	41'44%
(c) the September quarter	45'59%
(d) the December quarter	35'28%

(2) the standard inland tonnage proportions for :—

Inland to Export.

(a) the March quarter	354'87%
(b) the June quarter	241'33%
(c) the September quarter	219'33%
(d) the December quarter	283'44%

(Second) The ratio between the average pit prices of coal disposed of for export supply and for inland supply for the same calendar quarter in each of the said two years (hereinafter referred to in relation to the same respective adjustment accounting quarters of the calendar as the "standard price ratios"), viz. :—

Export to Inland.

(1) For the March quarter a standard price ratio of	100-111'11
(2) For the June quarter a standard price ratio of	100-110'09
(3) For the September quarter a standard price ratio of	100-106'58
(4) For the December quarter a standard price ratio of	100-110'48

96. In each Adjustment Accounting Quarter according as the ratio between the respective average pit prices per ton of all coal disposed of in Scotland for inland supply and for export supply for that quarter measured by the Standard Price Ratio for the same calendar quarter is to the advantage of such average pit prices for inland supply or such average pit prices for export supply then (a) in the case of any such advantage for inland prices, the total tonnage figure of all coal disposed of in Scotland for export supply in each such quarter shall be adjusted upwards or downwards as the case may be so as to bear the same proportion to the total tonnage figure of all coal disposed of in Scotland for inland supply during such quarter as the Standard Export Tonnage Proportion for the same calendar quarter; and (b) in the case of the said ratio for the adjustment accounting quarter being to the advantage of such average prices for export supply measured by the Standard Price Ratio for the same calendar quarter the total tonnage figure of all coal disposed of in Scotland for inland supply in each such quarter shall be adjusted upwards or downwards as the case may be so as to bear the same proportion to the total tonnage figure of all coal disposed of in Scotland for export supply during such quarter as the Standard Inland Tonnage Proportion for the same calendar quarter.

97. In the case in any Adjustment Ac-

counting Quarter in which the tonnage for export supply falls to be adjusted as aforesaid the total receipts from the said adjusted tonnage figure of export supply, computed at the average price per ton for the total export supply in that quarter and the total receipts from the total tonnage figure of inland supply in that quarter shall be adjusted in relation the one to the other in such manner that the combined sum of such adjusted total receipts shall be the same amount before and after such adjustment, and so that when such adjusted receipts for export supply are divided by the said adjusted tonnage figure of export supply and when such adjusted receipts for inland supply are divided by the total tonnage figure of inland supply the resulting respective average prices per ton shall be in the same ratio as the Standard Price Ratio for the same calendar quarter.

98. In the case in any Adjustment Accounting Quarter in which the tonnage for inland supply falls to be adjusted as aforesaid, the total receipts from the said adjusted tonnage figure of inland supply computed at the average price per ton for the total inland supply in that quarter, and the total receipts from the total tonnage figure of export supply in that quarter shall be adjusted in relation the one to the other in such manner that the combined sum of such adjusted total receipts shall be the same amount before and after such adjustment, and so that when such adjusted receipts for inland supply are divided by the said adjusted tonnage figure of inland supply, and when such adjusted receipts for export supply are divided by the total tonnage figure of export supply, the resulting respective average prices per ton shall be in the same ratio as the Standard Price Ratio for the same calendar quarter.

99. The sum so calculated to be deducted from the receipts for such inland supply or export supply as the case may be and added to the receipts from such adjusted export supply or such adjusted inland supply as the case may be so as to maintain in that Adjusting Accounting Quarter the Standard Price Ratio for the same calendar quarter shall be levied on and collected by the Board from and paid by the several Owners by whom the said tonnages of coal for inland supply or export supply from the receipts for which a sum is calculated to be deducted as aforesaid as the case may be were disposed of in the same accounting quarter in proportion to their respective tonnages of such inland supply or export supply as the case may be and shall as may be recovered as aforesaid be distributed by the Board to and amongst the several Owners by whom the said tonnages of coal for export supply or inland supply to the receipts from which a sum is calculated to be added as aforesaid, as the case may be, were disposed of in the same accounting quarter *pro rata* to their respective tonnages as aforesaid:

Provided that sales or supplies of coal by the Associated Lothian Coal Owners Limited effected in compliance with provisions of the Scheme for the control of

the sale and supply of coal shall be taken into account for the purposes of Clauses 93 to 101 as if they were the sales and supplies of the Owners who are members of the said Company.

100. Provided always that in the adjustment of the respective receipts from export and inland supplies in any accounting quarter regard shall first be had to any levies paid or moneys distributed in any manner for facilitating the sale or supply of any class of coal.

101. Provided further that the Control Committee for any Area may at any time propose to the Board that there should be excluded from the aforementioned adjustment or equation of prices coal sold or supplied to any area or place specified in the said proposal and the Board, if they are satisfied that there has been such a change in the circumstances affecting the said adjustment and equation as renders the exclusion of coal sold or supplied to such areas or places fair and equitable, shall give effect to any such proposal.

District and Area Levies and Penalties and Levies under the Central Scheme."

14. Clause 37 shall have effect as if—

(a) it were renumbered "102";

(b) for the words "of the Board in its administration of" there were substituted the words "incurred by the Board and by the Co-ordinating Committee in the performance of their respective functions under";

(c) after the words "Central Scheme" there were inserted the words "and for payment of any sums of compensation which may be awarded to Owners under the provisions of the Scheme and which shall be chargeable against all the Owners in the District as provided in the Scheme";

(d) after the word "shall" where that word appears for the third time there were inserted the words "subject as after-mentioned" and

(e) there were added thereto the following new sub-clauses, that is to say:—

"(2) The Board shall collect from the several Owners in each Area and the Owners in each Area shall be bound to pay levies to be imposed by the Board for the purpose of defraying the expenses incurred by the Control Committee and the Sales Committee in each such Area respectively in discharge of their functions under the Scheme and for the purpose of paying any sums of compensation which may be awarded to Owners in each such Area by the Board and which shall be chargeable against the Owners in each such Area as provided in the Scheme.

(3) Any levy made by the Board upon the Owners in an Area in terms of the preceding paragraph shall be calculated and charged against the several Owners in that Area in proportion to the tonnage of coal disposed of from their coal mines in that Area during such period as the Board may determine, but for any such levy the same period shall be taken for all Owners in the Area.

(4) Any Owner who in any prescribed

period supplies coal for inland supply in excess of his share of the trade of the District (as hereinafter defined) for that period shall be liable to pay to the Board, and the Board shall collect from such Owner a sum calculated—

(a) in respect of such excess or 3 per cent. of his share of the trade (whichever is the less) at the rate of 3d. per ton, and

(b) in respect of any such excess but only to the extent to which it is greater than 3 per cent. of his share of the trade at the rate of 1s. 0d. per ton:

Provided that when under the provisions of Clause 111 of the Scheme, a penalty is payable in respect of any excess over the quota of inland supply of an Owner, such Owner shall not be liable to any payment under the provisions of this Clause in respect of the tonnage on which such penalty has been paid.

The Owner's share of the trade of the District in any prescribed period shall be that proportion of the total tonnage of coal supplied for inland supply by all the Owners in that period which the quota for his coal mine for inland supply for that period after taking into account any sales or transfers of quota made in pursuance of the provisions of the Scheme bears to the total of the quotas for inland supply of all the coal mines for that period."

15. Clause 38 shall have effect as if—

(a) it were renumbered "103";

(b) after the word "Board" where it appears for the third time there were inserted the words "and of the Co-ordinating Committee and the Control Committees and Sales Committees of the several Areas and any other Committees or Sub-Committees under the Scheme and any compensation payable to Owners in terms of this Scheme either in respect of loss of trade or by way of equation or adjustment of prices for coal for export supply or for inland supply or otherwise in terms of the Scheme";

(c) after the word "levies" there were inserted the words "under the Central Scheme";

(d) for the words "selling or transferring" there were substituted the words "reason of the sale or transfer of";

(e) after the word "undertaking" where that word first appears there were inserted the words "or by reason of the abandonment or discontinuance of working thereof";

(f) for the words from "be taken over" to the end of the Clause there were inserted the following words, that is to say:—

"in the case of such sale or transfer be taken over by the purchaser acquiring such coal mine or undertaking and in the case of such abandonment or discontinuance of working such Owner's share of the said assets so ascertained shall be paid to him by the Board, and his share of the said liabilities so ascertained shall be paid by him to the Board"; and

(g) the reference therein were to Clause 102 of the Scheme instead of to Clause 37.

16. Clause 39 shall be renumbered 104.

17. Clause 40 shall have effect as if—

(a) it were renumbered "105"; and

(b) in the third paragraph thereof after the word "Scheme" where that word appears for the third time there were inserted the words "and of the Co-ordinating Committee and the Control Committee and Sales Committee for the several Areas and the whole other Committees and Sub-Committees under the Scheme."

18. Clause 41 shall have effect as if—

(a) it were renumbered "106";

(b) after the word "shall" there were inserted the words "keep regular and proper books and accounts and enter therein full details of all transactions relating to his coal mines and shall";

(c) for the words "make production of or" there were substituted the words "produce such books and accounts and";

(d) before the word "books" there were inserted the word "such"; and

(e) the words "relating to his coal mines" were omitted.

19. Clause 42 shall have effect as if—

(a) it were renumbered "107";

(b) for the words "an Accountant" and "the Accountant" there were substituted the words "Accountants" and "the Accountants" respectively; and

(c) in the second paragraph thereof after the word "Board" there were inserted the words "and by the Control Committees."

20. Clause 43 shall be renumbered "108."

21. Clause 44 shall be renumbered "109."

22. Clause 45 shall have effect as if—

(a) it were renumbered "110"; and

(b) for the words from "On the matter" to the end of the Clause there were substituted the following, that is to say:—

"Provided that any Owner in any Area who is aggrieved by any decision of the Control Committee on an Appeal taken by him against any decision of the Sales Committee of the Area or on any matter referred by the Sales Committee of the Area to the Control Committee of the Area affecting any period or tonnage Contract submitted by such Owner to the Sales Committee in terms of the Scheme or the price for day-to-day sales of coal produced from the coal mine or coal mines within the Area or on any claim made by such Owner for compensation in terms of the Scheme shall be at liberty to require the matter to be settled by arbitration.

(2) Members of any Control Committee comprising not less than one-fourth in number of the whole members of such Committee shall be entitled to require that any decision of such Control Committee in the exercise of their functions under the Scheme or any question as to any act or omission of such Control Committee or of any other persons in respect of their functions in relation to the regulation and control of sales in that Area shall be settled by arbitration.

(3) The Control Committee of any Area which complains of any decision of the District Co-ordinating Committee on any matter affecting such Control Committee or the general interest of the Owners in the Area

of such Control Committee shall be at liberty to require the matter to be settled by arbitration.

(4) On any matter being referred to arbitration as aforesaid it shall be referred, if the parties so agree, to an independent Arbitrator, and failing such agreement, to two independent Arbitrators, one to be appointed by the person or persons requiring arbitration and the other by the Board and, in case the Arbitrators cannot agree, by an Oversman to be appointed by them and, failing their agreement, to be appointed by the Sheriff Principal of the Shire of Lanark and the award of such Arbitrator or Arbitrators or Oversman shall be final and binding on all concerned.

(5) Every arbitration shall be informal, and the manner in which the reference is to be heard and determined shall be in the discretion of the Arbitrator or Arbitrators or Oversman, who shall have power to appoint Assessors. The Arbitrator, or Arbitrators, or Oversman shall have power to award costs."

23. Clause 46 shall have effect as if—

(a) it were renumbered "111";

(b) in the first paragraph thereof—

(i.) the words "by more than two per cent." were omitted;

(ii.) the words "such two per cent. margin and for any deficiency which may be carried forward under Clause 34 of the Scheme and for" were omitted; and

(iii.) the reference were to Clause 34 of the Scheme instead of to Clause 35;

(c) for the paragraphs thereof commencing respectively with the words "Any Owner who sells" "Provided that if" and "Any Owner who fails" there were substituted the following paragraphs, that is to say:—

"Any Owner who sells or supplies or agrees to sell or supply coal below the price therefor or in breach of the conditions of sale prescribed under the Scheme or otherwise in contravention of the provisions of the Scheme shall for each ton of coal so sold or supplied or agreed to be sold or supplied pay to the Board a penalty of 5s. 0d. per ton:

Provided that if the Board at any time incurs a penalty to the Central Council in respect of failure to enforce or comply with directions of the Central Council or failure to enforce or comply with provisions relating to the sale or supply of coal produced in the District, every Owner who sells or supplies or agrees to sell or supply coal below the price therefor fixed in terms of the Scheme or in breach of the conditions of sale prescribed under the Scheme or otherwise in contravention of the provisions of the Scheme, whereby in the opinion of the Board the penalty so incurred by the Board to the Central Council as aforesaid has in whole or in part been incurred, shall if the Board so decide pay to the Board in addition to any penalty herein provided a further penalty of 5s. 0d. per ton or such less amount per ton as may be determined by the Board of the tonnage of coal which in the opinion of the Board has been so sold or supplied.

Any Owner who fails, as and when he may be required to produce or to give facilities for inspection in any manner authorised by the Scheme of the books and accounts relating to his coal mine or coal mines, or who otherwise fails to render any Return, account, or information required in terms of the Scheme shall be liable to pay to the Board a penalty of £20 for each day during which such Owner is and continues to be in default as aforesaid.

(d) in the first proviso to the fifth paragraph (commencing "In the event of any Owner") the reference were to clause 112 of the Scheme instead of to Clause 47;

(e) in the second proviso to the fifth paragraph (commencing "In the event of any Owner")

(i.) for the word "arbitrator" there were substituted the word "arbitrator,"

(ii.) after the words "first occur" there were inserted the following sentence, that is to say:—

"In making his award as to the amount of penalty, if any, the Arbitrator shall in appropriate cases state the tonnage of coal involved in the contravention"; and

(f) in the last paragraph thereof (commencing "In the event of any objection") the reference were to Clauses 27 and 31 instead of to Clauses 27, 31, and 36.

24. Clause 47 shall have effect as if—

(a) it were renumbered "112";

(b) the reference were to Clause 34 instead of to Clauses 34 and 35; and

(c) the words "less one per cent. of the corresponding quota" were omitted.

25. Clause 48 shall have effect as if—

(a) it were renumbered "113"; and

(b) the references therein were to Clause 102 instead of to Clause 37.

26. (A) Notwithstanding the repeal hereby made of Clause 36 and the partial repeal of Clause 46 such clauses shall remain in full force and effect as regards coal supplied after the date when the amendments hereby made come into force under contracts made before such date.

(B) The amendments hereby made in the Scheme shall not—

(i.) affect the previous operation of the Scheme or anything duly done or suffered thereunder:

(ii.) affect any liability or penalty resulting from any contravention of or failure to comply with any of the provisions of the Scheme which took place before the date when the amendments hereby made came into force.

(C) All such investigations legal and other proceedings may be had, instituted and continued and notices served as may be necessary or proper for the purpose of enforcing any liability or recovering any penalty resulting as aforesaid and so far as relates to such investigations legal and other proceedings and notices such of the provisions of the Scheme as are hereby amended or repealed shall remain in force.

*Scottish Office,
Whitehall, S.W.1,
29th July 1936.*

The KING has been pleased, by Royal Warrants bearing date the 25th July 1936, to direct Letters Patent to be passed under the Seal appointed to be kept and made use of in place of the Great Seal of Scotland granting the rank and dignity of Counsel to His Majesty to—

William Garrett, Esquire, Advocate;
James Gordon M'Intyre, Esquire, M.C.,
Advocate;
George Reid Thomson, Esquire, Advocate;
James Latham M'Diarmid Clyde, Esquire,
Advocate; and
John Cameron, Esquire, Advocate,
Members of the Scottish Bar.

*Treasury Chambers, S.W.1,
28th July 1936.*

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. 20) Order, 1936, relating to certain cut weft pile fabrics wholly or partly of cotton.

The Order has been published as Statutory Rules and Orders, 1936, No. 744, and copies may be purchased (price 1d. net) direct from His Majesty's Stationery Office at the following addresses:—Adastral House, Kingsway, London, W.C.2; 120 George Street, Edinburgh, 2; York Street, Manchester, 1; 1 St. Andrew's Crescent, Cardiff; 80 Chichester Street, Belfast; or through any bookseller.

EDUCATIONAL ENDOWMENTS (SCOTLAND) ACTS, 1928 to 1935.

Pursuant to Section 21 of the Educational Endowments (Scotland) Act, 1928, notice is hereby given that the Scottish Education Department have approved the Scheme entitled

HOWDEN TRUST SCHEME, 1936,

already published, for the future government and management of the Endowment known as the Howden Trust.

Unless within two months from the date hereof a Petition in terms of Section 21 of the said Act is presented to the Scottish Education Department, the Scheme may be approved by His Majesty by an Order in Council without being laid before Parliament.

Printed copies of the said Scheme, price 1d. per copy (post free, 1½d.), may be had on application to H.M. Stationery Office, 120 George Street, Edinburgh, 2.

J. W. PECK,
Secretary to the Scottish Education
Department.

14 Queen Street, Edinburgh, 2,
31st July 1936.

MINISTRY OF LABOUR.

UNEMPLOYMENT INSURANCE ACT, 1935.

STATUTORY RULES AND ORDERS.

The Minister of Labour hereby gives notice that he has made the following Order under the Unemployment Insurance Act, 1935:—

Statutory Rules and Orders, 1936, No.

Unemployment Assistance.

Unemployment Act, 1934 (Second Appointed Day) Order, 1936.

Copies of the Order may be purchased directly from H.M. Stationery Office at the following addresses:—Adastral House, Kingsway, London, W.C.2; York Street, Manchester, 1; 1 St. Andrew's Crescent, Cardiff; 120 George Street, Edinburgh, 2; 80 Chichester Street, Belfast; or through any bookseller.

AGRICULTURAL MARKETING ACTS, 1931 to 1933.

NOTICE OF SUBMISSION OF MILK PRODUCTS MARKETING SCHEME.

Notice is hereby given that a scheme for the regulation of the marketing of milk products under the Agricultural Marketing Acts, 1931 to 1933, has been duly submitted to the Minister of Agriculture and Fisheries and the Secretary of State for Scotland. The scheme is applicable to Great Britain.

Copies of the scheme may be obtained, on payment of 6d. net per copy, from the National Association of Creamery Proprietors, Shell Mex House, Strand, London, W.C.2, or may be inspected on personal application at that address (except on public holidays) between the hours of 10 a.m. and 5 p.m. on week-days other than Saturdays and 10 a.m. and 12 noon on Saturdays.

Any objections and representations with respect to the scheme should be made to the Minister of Agriculture and Fisheries and the Secretary of State for Scotland, and addressed to the Secretary, Ministry of Agriculture and Fisheries, 10 Whitehall Place, London, S.W.1, the Under-Secretary of State for Scotland, Scottish Office, Whitehall, London, S.W.1, or the Secretary, Department of Agriculture for Scotland, York Buildings, Queen Street, Edinburgh, 2, so as to reach them not later than 12th September 1936; objections received after that date will not be considered. Every objection must be made in writing and must state the grounds of objection and the specific modifications required.

(Sgd.) J. BABER,

Assistant Secretary, Ministry of
Agriculture and Fisheries.

Ministry of Agriculture and Fisheries,
10 Whitehall Place,
London, S.W.1.

(Sgd.) JOHN JEFFREY,
Under-Secretary of State,
Scottish Office.

Scottish Office,
Whitehall,
London, S.W.1.
31st July 1936.

STATEMENT showing the QUANTITIES SOLD and AVERAGE PRICE of BRITISH CORN per Hundred-weight of 112 Imperial Pounds,* as received from the INSPECTORS of CORN RETURNS in the week ended 25th July 1936, pursuant to the Corn Returns Act, 1882, and the Corn Sales Act, 1921.

British Corn.	Quantities Sold.	Average Price per Cwt.
	Cwt.	s. d.
WHEAT	40,866	7 2
BARLEY	2,132	5 10
OATS	9,931	6 6

COMPARATIVE STATEMENT for the Corresponding Week in each of the Years from 1932 to 1935.

Week ended.	Quantities Sold.			Average Price per Cwt.		
	Wheat.	Barley.	Oats.	Wheat.	Barley.	Oats.
	Cwt.	Cwt.	Cwt.	s. d.	s. d.	s. d.
23rd July 1932	28,451	2,031	4,487	6 6	8 8	7 10
22nd July 1933	27,471	4,003	10,099	6 8	6 7	5 10
28th July 1934	131,384	7,108	16,823	5 1	7 10	6 5
27th July 1935	47,458	5,206	8,056	5 6	6 5	7 10

COMPARATIVE STATEMENT for each of the Four previous Weeks.

Week ended.	Quantities Sold.			Average Price per Cwt.		
	Wheat.	Barley.	Oats.	Wheat.	Barley.	Oats.
	Cwt.	Cwt.	Cwt.	s. d.	s. d.	s. d.
27th June 1936	70,154	3,672	13,843	6 8	6 4	6 3
4th July 1936	63,413	3,554	13,897	6 9	6 6	6 1
11th July 1936	56,209	1,731	10,204	6 10	6 10	6 5
18th July 1936	53,433	2,946	12,403	7 0	6 4	6 4

* Section 8 of the Corn Returns Act, 1882, as amended by Section 2 of the Corn Sales Act, 1921, provides that, in the weekly summary of quantities and prices, each sort of British corn shall be computed with reference to the hundredweight of one hundred and twelve imperial standard pounds.

NOTE.—The above prices are based on returns received from Inspectors during the week named. They represent on the whole the average prices ruling in the preceding week.

J. B. BABER,
Assistant Secretary.

Ministry of Agriculture and Fisheries,
Whitehall Place, London, S.W. 1.

25th July 1936.

COUNTY COUNCIL OF DUNBARTON.
SPECIAL DISTRICTS.

NOTICE is hereby given, in terms of Section 14 of the Local Government (Scotland) Act, 1908, that the County Council of the County of Dunbarton, at a Meeting held at Dumbarton on the 13th day of July 1936, resolved (a) in terms of Section 122 of the Public Health (Scotland) Act, 1897, to enlarge the boundaries of RHU SPECIAL DRAINAGE DISTRICT in the Parish of Rhu and County of Dunbarton; (b) in terms of Section 44 of the Local Government (Scotland) Act, 1894, to enlarge the boundaries of RHU SPECIAL SCAVENGING DISTRICT in the said Parish and County; (c) in terms of Section 131 of the Public Health (Scotland) Act, 1897, to enlarge the boundaries of RHU SPECIAL WATER SUPPLY DISTRICT in the said Parish and County; (d) in terms of Section 122 of the Public Health (Scotland) Act, 1897, to enlarge the boundaries of BEARDSDEN SPECIAL DRAINAGE DISTRICT in the Parish of New Kilpatrick and County of Dunbarton; (e) in terms of Section 44 of the Local Government (Scotland) Act, 1894, to enlarge the boundaries of BEARDSDEN SPECIAL LIGHTING DISTRICT in the said Parish and County; (f) in terms of Section 44 of the Local Government (Scotland) Act, 1894, to enlarge the boundaries of BEARDSDEN SPECIAL SCAVENGING DISTRICT in the said Parish and County; (g) in terms of Section 122 of the Public Health (Scotland) Act, 1897, to enlarge the boundaries of WATERSIDE SPECIAL DRAINAGE DISTRICT in the Parish of Kirkinilloch and County of Dunbarton; (h) in terms of Section 44 of the Local Government (Scotland) Act, 1894, to enlarge the boundaries of WATERSIDE SPECIAL LIGHTING DISTRICT in the said Parish and County; (i) in terms of Section 44 of the Local Government (Scotland) Act, 1894, to enlarge the boundaries of WATERSIDE SPECIAL SCAVENGING DISTRICT in the said Parish and County; and (j) in terms of Section 131 of the Public Health (Scotland) Act, 1897, to enlarge the boundaries of WATERSIDE SPECIAL WATER SUPPLY DISTRICT in the said Parish and County; and notice is further given that the full terms of the Resolutions and a Map or Plan showing the boundaries of the Districts, as enlarged, may be inspected at the Office of the Subscriber.

ARCHD. A. TEMPLETON, County Clerk.

County Buildings, Dumbarton,
30th July 1936.

PAISLEY CEMETERY COMPANY LIMITED.

NOTICE is hereby given that a Petition has been presented to the Court of Session by the above Company, craving the Court to pronounce an Order confirming the alterations of the form of the Company's Constitution and the alterations made with respect to the objects of the Company resolved on by the Special Resolution of the Company passed on 26th June 1936. The Court, on 29th July 1936, pronounced the following Interlocutor:—

"*Edinburgh, 29th July 1936.*—The Vacation Judge "appoints the Petition to be intimated on the "Walls and in the Minute-Book in common form, "and to be advertised once in the *Edinburgh Gazette* "and once in each of the *Glasgow Herald* and "*Paisley Daily Express* newspapers, and ordains all "parties having or claiming an interest to lodge "Answers thereto, if so advised, within seven days "after such intimation and advertisement.

"DOUGLAS JAMIESON."

Of all which Intimation is hereby given.

MARTIN, MILLIGAN & MACDONALD, W.S.,
15 Hope Street, Edinburgh;

YOUNG, MARTIN & SAWERS, Solicitors,
4 St. Mirren Street, Paisley,
Petitioners' Agents.

THE PORT SETON TEA HOUSE COMPANY
LIMITED.

AT an Extraordinary General Meeting of the above-named Company, duly convened, and held in the Registered Office of the Company at 53 Melville Street, Edinburgh, on the thirtieth day

of July 1936, the subjoined Extraordinary Resolution was duly passed, viz.:—

"That it has been proved to the satisfaction of this Meeting that the Company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily and a Liquidator appointed for the purpose of such winding up."

Mr. John Binnie Peden, Chartered Accountant, 48 Queen Street, Edinburgh, has been appointed Liquidator for the purpose of the winding up, and all Creditors are requested to lodge oaths and grounds of debt with him forthwith.

JOHN B. PEDEN, C.A., Liquidator.

53 Melville Street, Edinburgh,
30th July 1936.

J. & M. LESLIE, LIMITED (in Voluntary
(Creditors') Liquidation).

NOTICE is hereby given that at an Extraordinary General Meeting of the above-named Company, held at 217 West George Street, Glasgow, C.2, on Monday, 27th July 1936, the following Extraordinary Resolutions were passed:—

(a) "That the Company cannot, by reason of its liabilities, continue its business, and that it should be wound up voluntarily"; and that

(b) "Mr. Robert Parry should be appointed Liquidator for the purposes of such winding up."

At a Meeting of the Creditors of the Company, held on the same date, the foregoing Resolutions were duly confirmed.

R. PARRY, Liquidator.

217 West George Street, Glasgow, C.2,
28th July 1936.

THE CENTRAL AGENCY SUPERANNUATION
TRUST LIMITED.

AT an Extraordinary General Meeting of the above-named Company, duly convened, and held at 155 St. Vincent Street, Glasgow, on Monday the 13th day of July 1936, the following Special Resolution was duly passed, viz.:—

"That the Company be wound up voluntarily, and that Mr. James M. Miller be appointed Liquidator for the purpose of such winding up."

J. RHIND, Secretary.

LOTHIAN PROPERTY COMPANY, LIMITED.

AT an Extraordinary General Meeting of the above Company, held on Wednesday, 29th day of July 1936, at the Registered Office, 85 Hanover Street, Edinburgh, the following Special Resolutions were duly passed:—

(1) That the Company be wound up voluntarily; and

(2) That Dan M'Kay, 85 Hanover Street, Edinburgh, Solicitor, be and is hereby appointed Liquidator.

DAN M'KAY, Liquidator.

Edinburgh, 30th July 1936.

NOTE.—All Creditors have been or will be paid in full.

THE CLYDE SALVAGE COMPANY LIMITED
(in Voluntary Liquidation).

NOTICE is hereby given that, in terms of Section 245 of the Companies Act, 1929, a General Meeting of the Members of the above-named Company will be held within the Chambers of Messrs. Black, Stewart & Co., C.A., 113 St. Vincent Street, Glasgow, C.2, on Tuesday, 1st September 1936, at 11.45 a.m., and that a General Meeting of the Creditors of the Company will also be held there on that date, at 12 o'clock noon, for the purpose of

having an account laid before them, showing the manner in which the winding up has been conducted and the property disposed of, and of hearing any explanation that may be given by the Liquidator.

WILLIAM STEWART, C.A., Liquidator.

Glasgow, 30th July 1936.

DOLLY'S STORES LTD. (in (Members') Voluntary Liquidation).

NOTICE is hereby given, pursuant to Section 236 of the Companies Act, 1929, that a General Meeting of the Members of the above-named Company will be held within the Office of A. G. M'Bain & Co., C.A., 55 West Regent Street, Glasgow, on Friday the fourth day of September 1936, at 11 o'clock forenoon, for the purpose of having an account laid before them, showing the manner in which the winding up has been conducted and the property of the Company disposed of, and of hearing any explanations that may be given by the Liquidator.

WILLIAM WOTHERSPOON, C.A., Liquidator.

55 West Regent Street, Glasgow,
28th July 1936.

MARYHILL EX-SERVICE MEN'S CLUB (GLASGOW) LIMITED.

NOTICE is hereby given, in pursuance of Section 238 of the Companies Act, 1929, that a Meeting of the Creditors of the above Company will be held within the Club Rooms, at 11 Doune Terrace, Maryhill, on Wednesday, 12th August 1936, at 2.30 o'clock afternoon, when a statement of the position of the Club's affairs will be submitted.

Creditors must lodge their oaths and grounds of debt with the Subscriber not later than the day preceding the date of the said Meeting.

Dated this 29th day of July 1936.

By Order of the Committee.

WM. J. BARNETT, Secretary.

11 Doune Terrace, Glasgow.

NOTE.—It is anticipated that the unsecured trade Creditors will be paid in full.

NOTICE.

INDUSTRIAL FINISHES (CELLULOSE) LIMITED (in Liquidation).

A NOTE for Edward Scott M'Farlane, Chartered Accountant, one hundred and seventy-five West George Street, Glasgow, the Official Liquidator of the above-named Company, was, on twenty-second July nineteen hundred and thirty-six, presented to the Sheriff of Lanarkshire, at Glasgow, craving the Court, *First*, to find and declare (1) that the Official Liquidator's account of his intromissions has been examined and audited by the Committee of Inspection, (2) that the business account incurred by the Official Liquidator to his Solicitor has been taxed by the Auditor of Court, (3) that the amount of remuneration of the Official Liquidator has been fixed by the Committee of Inspection, and (4) that, following on the payments of the business account incurred to his Solicitor, the payment of the Official Liquidator's fee, and the expenses of this application, there are no Funds remaining for payment of a Dividend to any Creditors (either preferred or ordinary); *Second*, (1) to approve of the Official Liquidator's whole intromissions in the said Liquidation, the said account of the said intromissions, and the amount of the Official Liquidator's remuneration, (2) to exoner, acquit, and discharge him of his whole actings, intromissions, and management as Official Liquidator foresaid, and (3) to grant Warrant for delivery of the Bond of Caution; and *Third*, to make an Order (1) dissolving the said Company from the date of the said Order, and ordering the Official Liquidator to report the said Order to the Registrar of Joint Stock Companies in terms of the Statute, and (2) authorising the Official Liquidator to destroy the books and documents of the Company after a

lapse of six months from the date of the Order dissolving the said Company, on which Note the Sheriff-Substitute, Mr. John Bartholomew, has pronounced the following Interlocutor:—

"*Glasgow, 22nd July 1936.*—The Sheriff-Substitute, having considered the foregoing Note, appoints a copy thereof and of this Deliverance to be intimated on the Walls of the Sheriff Court, Glasgow, and a like copy to be served on the within-designed West of Scotland Insurance Office Ltd.; further appoints notice of the import of this Note and Deliverance to be advertised once in the Edinburgh Gazette and Glasgow Herald newspaper, and ordains the said West of Scotland Insurance Office Ltd., and any other persons interested, if they intend to show cause why the Prayer of the Petition should not be granted, to lodge Answers thereto in the hands of the Sheriff Clerk of Lanarkshire, at Glasgow, within eight days after such intimation, service, or advertisement, under certification.
(Signed) "JOHN BARTHOLOMEW."

Of all which notice is hereby given.

ALEX. THORBURN, 113 West Regent Street, Glasgow, Solicitor for the Official Liquidator.

31st July 1936.

To the Creditors and other Persons interested in the Estate of the Deceased WILLIAM MACGILLIVRAY, sometime Farmer, Glastullich, Nigg Station, Ross-shire.

DONALD HEPBURN, Chartered Accountant, Commercial Bank Buildings, Inverness, having been appointed by the Court of Session Judicial Factor on the Estate of the said William MacGillivray, in virtue of the Trusts (Scotland) Act, 1921, and particularly Section 19 (2) thereof, requires all lawful Creditors of the said William MacGillivray, and other persons interested in his Estate, to lodge with the Judicial Factor, the said Donald Hepburn, within ten days after the date of this Notice, a statement of their claims as Creditors of the deceased, or as otherwise interested in his Estate; with such vouchers or other written evidence as they may have to found upon in support of their claims; in order that the same may be considered and reported upon by the Judicial Factor.

DONALD HEPBURN, Chartered Accountant.

Commercial Bank Buildings, Inverness,
29th July 1936.

To the Creditors and other Persons interested in the Succession of the Deceased WILLIAM STEWART WILSON, Farmer, who resided at Clunie, Newburgh, Fifeshire.

ALFRED WILLIAM HOWISON, Farmer, Lochbank, Blairgowrie, Judicial Factor upon the Estate of the said deceased William Stewart Wilson, hereby intimates that he has prepared and lodged in Court a State of Funds and Scheme of Division of the said Estate, to be considered and approved of by the Court, of which all concerned are hereby required to take notice.

Dated this 27th day of July nineteen hundred and thirty-six.

A. W. HOWISON, Lochbank, Blairgowrie, Judicial Factor.

To the Creditors and other Persons interested in the Succession of the Deceased WILLIAM YULE, formerly residing at Main Street, Townhill, Dunfermline, and thereafter at Salop, Shropshire.

JAMES CONDIE, Incorporated Accountant, 3 East Port, Dunfermline, having been appointed by the Sheriff of Fife and Kinross, at Dunfermline, Judicial Factor on the Estate of the said deceased William Yule, under the Act 3 & 4 Geo. V., Section 163, requires all the lawful Creditors of the said

William Yule, and other persons interested in his Estate, to lodge with the Judicial Factor, the said James Condie, within four months after the date of this Notice, a statement of their claims as Creditors of the deceased, or as otherwise interested in his Estate; with such vouchers or other written evidence as they may have to found upon in support of their claims; in order to the same being considered and reported upon by the Judicial Factor.

JAMES CONDIE, 3 East Port, Dunfermline.

29th July 1936.

JOHN PAUL'S JUDICIAL FACTORY.

JOHN HUGH MATHESON, Judicial Factor on the Estate of the late John Paul, Cowdenbeath, hereby intimates that he proposes to pay, on 21st August 1936, a second Dividend of 10s. per £ on the ordinary claims against the Estate. To entitle them to participate in this Dividend, Creditors who have not already done so are required to lodge with the said John Hugh Matheson, on or before 14th August 1936, affidavits in respect of their claims against the Estate.

JOHN H. MATHESON, Judicial Factor.

143 High Street, Dunfermline,
27th July 1936.

A PETITION having been presented to the Sheriff of the County of Lanark, at the instance of Doctor Alexander Fraser Davidson, 225 Cambridge Street, Glasgow, for Sequestration of the Estates of JOHN SHAW, Licensed Grocer, 244 Paisley Road West, Glasgow, his Lordship has of this date granted Warrant for citing the said John Shaw to appear in Court on the seventh day next after citation if within Scotland, and on the fourteenth day next after citation if forth of Scotland, to show cause why Sequestration should not be awarded; of all which Intimation is hereby given.

A. B. TROUP, Solicitor, 68 Warwick Street, Glasgow, C.5, Agent for Petitioner.

Glasgow, 27th July 1936.

THE Estates of M'HARDY BROS., Contractors, now or lately carrying on business at Auldlea, Beith, Ayrshire, and Janet M'Hardy, William M'Hardy, and Hamish M'Hardy, all residing at Auldlea, Beith aforesaid, the whole Partners of said Company, as such Partners, and as Individuals, were Sequestered on the twenty-ninth day of July nineteen hundred and thirty-six, by the Sheriff of Ayrshire.

The first Deliverance is dated twenty-ninth July nineteen hundred and thirty-six.

The Meeting to elect the Trustee and Commissioner is to be held at half-past eleven o'clock forenoon, on Thursday the thirteenth day of August nineteen hundred and thirty-six, within the Lesser Hall, Oddfellows' Halls, John Finnie Street, Kilmarnock.

The Sheriff has ordered that the Sequestration shall proceed as a Summary Sequestration in terms of the Bankruptcy (Scotland) Act, 1913.

The date on or before which Creditors must lodge their oaths and grounds of debt will be advertised in the Gazette Notice calling the second Meeting.

All future advertisements relating to this Sequestration will be published in the Edinburgh Gazette alone.

D. JEFFREY AITKEN, 123 Hope Street,
Glasgow, Petitioners' Agent.

30th July 1936.

THE Estates of DAVID M'GEACHIE LAP-RAIK (trading as LAPRAIK & SONS at 21 Crawford Road, Burnside, Rutherglen, and residing at the said address) were Sequestered on 28th July 1936, by the Sheriff of Lanarkshire, at Glasgow.

The first Deliverance is dated the 28th day of July 1936.

The Meeting to elect the Trustee and Commissioners is to be held at 12 o'clock noon, on Monday the 10th day of August 1936, within the Faculty Hall, St. George's Place, Glasgow. A Composition may be offered at this Meeting; and to entitle Creditors to the first Dividend their oaths and grounds of debt must be lodged on or before the 28th day of November 1936.

All future advertisements relating to this Sequestration will be published in the Edinburgh Gazette alone.

ALEXANDER M'GILLIVRAY, Agent, Solicitor, 79 West Regent Street, Glasgow.

NOTICE is hereby given that the Deed of Arrangement entered into between ALEXANDER PHILIP FOULERTON GRANT, Drum-innor, Rhynie, Aberdeenshire, and his Creditors has been approved of by the Sheriff of the Lothians and Peebles, at Edinburgh, and that a Dividend will be paid to the Creditors ranked by me upon his Estate within the Chambers of Messrs. Romanes & Munro, C.A., 50 Frederick Street, Edinburgh, on 15th October 1936.

CHARLES J. MUNRO, C.A., Trustee.

Edinburgh, 31st July 1936.

SUMMARY SEQUESTRATION of JAMES COCKIE, Farmer, Minew, Parish of Lumphanan, County of Aberdeen.

I EDMOND SINCLAIR, Solicitor, 2 Bon-Accord I, Crescent, Aberdeen, hereby give notice, in terms of the Bankruptcy (Scotland) Act, 1913, that I have obtained from the Accountant of Court a Certificate that I am entitled to obtain my discharge, and that the Sheriff of Aberdeen, Kincardine and Banff, at Aberdeen, has fixed 20th August next, at 10 a.m., within the Sheriff Court House, Aberdeen, as a Diet for hearing and disposing of objections to my discharge.

EDMOND SINCLAIR, Trustee.

24th July 1936.

SEQUESTRATION of JAMES ARCHIBALD DUNLOP M'LEAN (Deceased), retired Bedding Manufacturer, who resided at 56 Queen's Drive, Queen's Park, Glasgow.

THE Trustee hereby intimates that an account of his intromissions with the Funds of the Estate, brought down to 16th July 1936, has been audited by the Commissioners, and that, with the consent of the Accountant of Court, the Commissioners and the Trustee have accelerated payment of a first and final Dividend, which will be paid on and after 17th September 1936, within the Chambers of M'Lay, M'Alister & M'Gibbon, C.A., 53 Bothwell Street, Glasgow, to those Creditors whose claims have been lodged and admitted.

HUGH M'CALLUM, C.A., Trustee.

53 Bothwell Street, Glasgow,
28th July 1936.

THE Firm of CORNELLI AND SICH1, carrying on business as Confectioners, Ice Cream Merchants, and Restaurateurs at 12 and 16 Gallowgate, 4 Deanhood Place, 85 and 89 Victoria Street, and 24 West Princes Street, Rothesay, of which the Subscribers Gino Cornelli and Secondo Sichi are the sole Partners, has been DISSOLVED as at the twenty-second day of July nineteen hundred and thirty-six.

The whole Businesses at 12 and 16 Gallowgate, 4 Deanhood Place, and 85 and 89 Victoria Street, Rothesay, will continue to be carried on by the Subscriber Gino Cornelli on his own account and in his own name, and he is authorised to uplift all the debts due to, and will discharge the whole debts and liabilities of, the Firm in respect of these said Businesses.

The Business at 24 West Princes Street, Rothesay, will continue to be carried on by the Subscriber

Secondo Sichi on his own account and in his own name, and he is authorised to uplift all the debts due to, and will discharge the whole debts and liabilities of, the Firm in respect of said Business at 24 West Princes Street aforesaid.

Dated at Rothesay, the twenty-eighth day of July nineteen hundred and thirty-six.

GINO CORNELLI.

Witnesses to the Signature of the said
Gino Cornelli—
WILLIAM GRANT, Solicitor, County
Buildings, Rothesay, Witness.
AGNES ADAM M'CALL, Typist,
County Buildings, Rothesay,
Witness.

SECONDO SICHİ.

Witnesses to the Signature of the said
Secondo Sichi—
THOMAS MACLAGAN, Writer, Rothe-
say.
MARGARET C. WATSON, 28 Castle
Street, Rothesay, Law Clerk.

THE Business of Fishsalesmen, Ship Chandlers, and Grocers carried on by GAULT AND CAMPBELL at five and seven Commerce Street and two Argyle Street, Lossiemouth, was DISSOLVED, by mutual consent, as at twenty-eighth December nineteen hundred and thirty-five, by the retiral therefrom of the Subscriber Alexander Mair Gault Campbell. The other Subscribers, James Gault, David Gault, and George Gault, the other Partners of the Firm, have retained the whole business and assets of the Firm, and will continue to carry on business at said addresses under the Firm name of GAULT AND COMPANY, and they will collect all debts due to, and pay all debts and liabilities due by, the dissolved Firm as at said date.

Dated twenty-seventh July nineteen hundred and thirty-six.

JAMES GAULT.

DAVID GAULT.

GEORGE GAULT.

Signed by the above-named James
Gault, David Gault, and George
Gault, before—

WILLIAM COLVIN, 32 High Street,
Lossiemouth, Solicitor.

MARGARET A. STEWART, 53 Com-
merce Street, Lossiemouth,
Clerkess.

A. M. G. CAMPBELL.

Signed by the above-named Alexander
Mair Gault Campbell, before—

N. M. GRANT, Witness, 82 High
Street, Elgin, Typist.

D. COLIN REID, Witness, 82 High
Street, Elgin, Law Clerk.

THE Business of Wholesale and Retail Tobac-
conist and Fancy Goods Dealer carried on by
J. FORBES NICOL at 74 Maryhill Road, Glasgow,
has been sold by him as at 20th July 1936 to James
C. M'Menamin, who will carry on the Business at
the same address for his own behoof under his
own name.

The Servants' Registry Business, also carried on
at the same address under the name of THE IM-
PERIAL DOMESTIC SERVANTS' REGISTRY
by the said J. Forbes Nicol, has also been trans-
ferred to the said James C. M'Menamin as at said
date.

All outstanding accounts due at 20th July 1936
in connection with the said Businesses will be settled
by the said J. Forbes Nicol.

J. FORBES NICOL.

JAMES C. M'MENAMIN.

Witnesses to the Signatures of the said
J. Forbes Nicol and James C.
M'Menamin—

ROBERT M'GOWAN, Solicitor, Glas-
gow.

JOHN M'CANN, Law Clerk, 30 George
Square, Glasgow.

TRANSFER OF BUSINESS.

THE Business of Motor Hirer and Contractor,
Automobile Engineer, and Service Supply and
Repair Station carried on by the late MRS. MAR-
GARET MOHAN at Napier Street, Yoker, and
Clyde Street, Clydebank, and since her decease on
19th September 1935 by the Subscribers as her
Testamentary Trustees and Executors, has been sold
and transferred as at 19th March 1936 to M. Mohan
& Company Limited, who will carry on the said
Business under that name.

The said Trustees and Executors will discharge
the liabilities of the said Business up to 19th March
1936, and the said Company will be responsible for
all liabilities incurred on its behalf after that date.

JAMES DEMPSEY,

ELIZABETH B. DEMPSEY,

GEO. J. MILLER,

Trustees and Executors of the late Mrs.
Margaret Mohan.

MURIEL F. MILLER, Typist, Municipal
Buildings, Clydebank, Witness.

HELEN L. REID, Typist, Municipal
Buildings, Clydebank, Witness.

Witnesses to the Signatures of the
said James Dempsey, Elizabeth B.
Dempsey, and George J. Miller.

M. MOHAN & CO. LTD.

ELIZABETH B. DEMPSEY,

Director and Manager of said Company.

MURIEL F. MILLER, Typist, Municipal
Buildings, Clydebank, Witness.

HELEN L. REID, Typist, Municipal
Buildings, Clydebank, Witness.

Witnesses to the Signature of the
said Elizabeth B. Dempsey.

THE Business of Iron and Steel Merchant carried
on by the late Norman Patrick MacLeod under
the name of PAUL & MACLEOD, eighty-two
Gordon Street, Glasgow, has been transferred to the
Subscribers Norman Patrick Brodie MacLeod, re-
siding at thirteen Clevedon Road, Kelvinside,
Glasgow, and George Alexander Paul, residing at
Ardnagowan, Milngavie, as from second March nine-
teen hundred and thirty-six, and will be carried on
by them under the name of PAUL & MACLEOD.

The Subscribers Norman Patrick Brodie MacLeod
and George Alexander Paul will collect all debts
due to, and pay all debts due by, the said Business
at and prior to said date.

Dated at Glasgow, this 28th day of July 1936.

EVANGELINE S. MACLEOD,

N. P. BRODIE MACLEOD,

REGINALD G. MACLEOD,

AUDREY E. KITSON,

Executors of the late Norman Patrick
MacLeod.

D. M. KERR, 166 Buchanan Street,
Glasgow, Manager.

J. S. M'BETH, 166 Buchanan Street,
Glasgow, Clerkess, Spinster.

Witnesses to the Signatures of the
said Evangeline Scott MacLeod,
Norman Patrick Brodie MacLeod,
Reginald Grant MacLeod, and
Audrey Eleanor Kitson.

N. P. BRODIE MACLEOD.

GEORGE A. PAUL.

M. SHAW, 218 Ellesmere Street, Glas-
gow, Typist, Spinster.

ALEXANDER LAIRD, 176 Byres Road,
Glasgow, Clerk.

Witnesses to the Signatures of the
said Norman Patrick Brodie
MacLeod and George Paul.

THE BANKRUPTCY ACTS, 1914 AND 1926.

FROM THE LONDON GAZETTE.

RECEIVING ORDERS.

- Alfred Botibol, 64 Walm Lane, Cricklewood, London, outfitter's manager, lately carrying on business at 59 The Broadway, Cricklewood, London.
- Rebecca Green (married woman), 347 Romford Road, Forest Gate, London, E.7, and carrying on business as R. Green at 29 Newman Street, London, W.1, costumier and gown-maker.
- William Archibald Fernley Lashbrook, 37 Clapham Road, Clapham, S.W.9, London, licensed victualler, out of business, lately residing and carrying on business at "Ye Olde White Horse," 261 Brixton Road, S.W.9 aforesaid.
- Emmanuel Levinson, 18 Museum Chambers, Bury Street, Bloomsbury, London, company director.
- Thomas Livingstone, 6 Keir Street, Glasgow, and lately residing and carrying on business at 16 Green Street, Leicester Square, W.C.2, London, stock and share broker, as The Livingstone Trust.
- D. J. Roberts (male), trading as J. W. Roberts, carrying on business at 3 and 4 Market Street, Shoreditch, London, furniture dealer.
- Lewis Rosenfeld, 7 Colston Road, Upper Richmond Road, East Sheen, Surrey, costumier, and lately carrying on business at 35 High Street, Putney, Surrey, and lately residing at 6 North Dene Gardens, Stamford Hill, London.
- Thomas Owen, Old Post Office, Bodffordd, in the county of Anglesey, grocer.
- John Peacock, Claughton Stores, 23 Upton Road, Claughton, Birkenhead, in the county of Chester, tobacco dealer.
- Frederick William Shell, 140 Haslucks Green Road, Shirley, in the county of Warwick, and William Leslie Hardwick, 13 Back 62 Sherlock Street, in the city of Birmingham, trading as J. Ernest Walker & Co., at Stirling Works, Summer Hill Street, in the city of Birmingham, hearth furniture manufacturers.
- Arthur Fawcett, residing at 10 Hob Lane, Edgworth, near Bolton, in the county of Lancaster, and carrying on business at 19A Cemetery Road, Darwen, in the said county, plumber and electrician.
- James Titterington Watson, residing in lodgings at 7 Cambridge Street, Clayton, in the city of Bradford, and carrying on business at 7 Woodbine Street, Bradford aforesaid, under the style of "Wells Blind and Shutter Co.," sunblind manufacturer.
- Robert John Carter, residing at 28A High Street, Cottenham, in the county of Cambridge, of no occupation, formerly residing and carrying on business at Pound Lane, Sutton, near Ely, in the county of Cambridge, as a general dealer.
- Harold Bulmer Everett, "Stoneleigh," Woodcote Park Road, Epsom, in the county of Surrey, chartered accountant.
- Frederick Charles Whitlam, 28 West Side, Clapham Common, London, lately residing at 19 Cintra Park, Upper Norwood, Surrey, commercial artist.
- Alexander Woodger, 97 Farnaby Road, Bromley, Kent, fish salesman.
- John Parker, 20 Gilbert Street, Alvaston, in the county of Derby, formerly carrying on business at The Brunswick Garage Ltd., Siddals Road, in the borough of Derby, retired company director.

- Harold Holliday, residing and lately carrying on business at 4 Highfield Place, Morley, in the county of York, electrician.
- John Davies, residing at 6 Howe Terrace, Crook, and lately carrying on business at 8 Hope Street, Crook aforesaid, in the county of Durham, wireless engineer and dealer.
- F. Luxton (male), The Falcon, South Street, Ponders End, and F. J. Luxton (male), 16 Peartree Road, Enfield, both in the county of Middlesex, carrying on business under the name of F. Luxton & Son, at Oaklands Road Estate, Hertford Road, Enfield Highway, in the county of Middlesex, builders.
- Wilfred Ernest Parry, Murrells End, Redmarley, Glos, haulage contractor.
- Leonard William Vicary, Boxalls Lane, Aldershot, in the county of Hants, company director.
- Arthur Lumb, Ashday Hall, Southowram, Halifax, in the county of York, firebrick manufacturer.
- Edward Johnson, Kingwood, Weston Green Road, Thames Ditton, Surrey, transport contractor and builder.
- Abraham Rosenberg, residing at 8 Lansdowne Street, and formerly carrying on business at 7 Providence Street, off Myton Street, both in the city and county of Kingston-upon-Hull, fruit salesman, late cabinet maker.
- G. Lenton (male), Pratt Road, Rushden, in the county of Northampton, baker and flour dealer.
- Elizabeth Williams (married woman), trading as E. Williams & Company, residing and carrying on business at 8 Brondeg Street, Tylorstown, in the county of Glamorgan, tobacco dealer.
- Reginald Harvard Hermann, "Kinnoull," Havant Road, East Cosham, in the county of Hants, radio engineer and salesman, and lately carrying on business as a wireless dealer and engineer at 144 Albert Road, Southsea, in the county of Hants, and also at 186 New Road, Portsmouth, in the county of Hants.
- E. E. Golby (male), 2 Rose Dale, Battlefield, Shrewsbury, in the county of Salop, formerly milk retailer.
- Olive Geraldine Hannigan (married woman), residing and carrying on business at "The Folly," Ashill, in the county of Somerset, horse trainer and breeder.
- Keir Denner, of Dan-y-lan, Gilwern, in the county of Brecon, bricklayer.
- Gerald Cummings, residing at 26 High Street, and carrying on business at 1 Station Road, both in South Elmsall, near Pontefract, in the county of York, grocer and provision dealer.
- Fred Dixon, of Old Church, Knottingley Road, Pontefract, in the county of York, carrying on business at Market Place, Pontefract aforesaid, and also at 5 Bridge Street, Pontefract aforesaid, as a fruiterer and fishmonger, under the style or firm of "Fred Dixon & Sons."
- Francis Christopher Rickett, 19 Windsor Street, Stratford-on-Avon, in the county of Warwick, and carrying on business at Gladstone Chambers, 55 Ely Street, Stratford-on-Avon aforesaid, photographer.
- Ellen Fairhurst (widow), residing and carrying on business at 28 Preston Road, Standish, in the county of Lancaster, plumber and decorator.
- Ralph George Carlton, 111 Park Street, Park Lane, London, W.1, land and business agent, formerly of Garden Lodge, Derek Road, Maidenhead, in the county of Berks, and formerly residing and carrying on business at 9 Goodwood Court, Devonshire Street, London, W.1.

NOTICE.

All Notices and Advertisements are inserted in the Edinburgh Gazette at the risk of the Advertiser.

SCALE OF CHARGES FOR ALL ADVERTISEMENTS IN THE EDINBURGH GAZETTE.

For	100 words and under	£0 15 0
Above	100 and not exceeding	150	1 2 6
"	150	"	"	200	...	1 10 0
"	200	"	"	250	...	1 17 6
"	250	"	"	300	...	2 5 0
"	300	"	"	350	...	2 12 6
"	350	"	"	400	...	3 0 0
"	400	"	"	450	...	3 7 6
"	450	"	"	500	...	3 15 0

And 7s. 6d. extra for each additional 50 words or part of 50 words.

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The dues paid on withdrawn Advertisements cannot be returned.

All letters must be Post Paid.

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