

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