

*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 Arbitrer or Arbiters 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