

63.—(i) In case of any arbitration under Class 1 the arbitrator shall be such of the arbitrators before mentioned as the Board shall select.

(ii) In case of any arbitration under Class 2 the arbitrator shall be such of the arbitrators before mentioned as may be agreed between the Executive Board and the other party to the reference, or in default of agreement as may be appointed by the President of the Law Society for the time being.

(iii) For the purpose of arbitrations in Class 1 the Board may—

(a) select particular arbitrators to undertake arbitrations arising out of the particular matters defined as coming within Class 1, and so far as practicable all arbitrations on such particular matters shall be taken before the particular arbitrator appointed, and

(b) appoint one or more deputies to the particular arbitrator to act in cases where he is unavailable, unwilling or incapacitated from acting, or where in the opinion of the Executive Board owing to the number of or time taken by such arbitrations they could not otherwise be immediately or promptly determined.

64. The person referring the matter to arbitration shall within the time hereby specified furnish to the arbitrator and to the Executive Board and the other party to the arbitration a full statement setting out his grounds of complaint, the matters on which he intends to rely and any remedy proposed, that is to say:—

(i) In a reference under Class 1 the time prescribed shall be the said two days after giving notice of reference;

(ii) In an arbitration under Class 2 the prescribed time shall be seven days after giving notice of reference;

unless for good cause the arbitrator shall in any case grant an extension of such time.

65. The arbitrator shall upon receipt of the statement of complaint give such directions for the conduct of the arbitration as he may think fit and shall fix a day for the hearing of the matter referred to him, and the arbitrator shall give notice in writing of the day so fixed to the complainant and to every other person or body of persons alleged to be responsible as aforesaid.

66. Any arbitrator may, if he thinks fit, and shall if any party so desires, sit with a competent technical or trade assessor approved of by the Executive Board from the panel herein mentioned, but any such assessor shall sit in an advisory capacity only.

67. An arbitration in Class 1 shall, so far as possible, take place within seven days and an arbitration in Class 2 within fourteen days of the submission of any claim, and the award of the arbitrator shall also, so far as practicable, be sent to the Board and to the parties to the arbitration within, in the case of an arbitration in Class 1, two days, and in the case of an arbitration in Class 2, ten days, of the hearing.

68. Pending the award of an arbitrator, on any reference to arbitration under the Scheme, the decision of the Executive Board in the

matter under dispute shall be operative subject to the provisions of clause 46 of the Scheme.

69. Where any determination or other decision of the Executive Board is a subject of reference hereunder, the award of the arbitrator shall, unless he otherwise directs, be operative in respect of such determination or other decision as from the date on which the determination or other decision was intended by the Executive Board to be operative.

70. The expenses of the Executive Board in connection with any arbitration under the Scheme or under the Central Scheme or of anyone acting on behalf of the Board in respect of whose functions a complaint is made shall be payable out of the District Fund.

DISSOLUTION.

71. In the event of the Scheme ceasing to have effect under Part 1 of the Act, whether owing to the expiration of that part of the Act or to action of the Board of Trade under sub-section (7) of Section 5 of the Act, the Trustees shall collect all moneys due or belonging to the Board and convert into money any property of the Board (including any investments of the District Fund), and after discharging thereout all liabilities of the Board shall distribute the surplus, if any, amongst the owners in the proportion, as nearly as possible, to the total contributions made by each of those owners under clause 48 of the Scheme.

Provided that, if it be agreed to continue the Scheme as a voluntary arrangement it shall be lawful for the Trustees to transfer the property of the Board (including any moneys and investments of the District Fund) to the Trustees under such voluntary arrangement, subject, however, to the payment to those owners who do not enter into the said voluntary arrangement of such sums (if any) as would be payable to them if the Scheme were finally wound up under the provisions of this clause in lieu of being continued as a voluntary arrangement.

72. If upon cessation of the Scheme the assets of the Board are insufficient to discharge their liabilities, the owners shall pay to the Trustees such sum as may be necessary to make up the deficiency and a levy calculated so as to provide such sum shall be deemed to have been notified to the owners immediately prior to the Scheme ceasing to have effect, and shall be payable by the owners to the Trustees upon demand, notwithstanding such cessation.

73. The cessation of the Scheme shall not

(i) affect the previous operation thereof or of anything duly done or suffered thereunder; or

(ii) affect any right, obligation or liability acquired, accrued or incurred thereunder; or

(iii) affect any penalty incurred in respect of any contravention of or non-compliance with the Scheme; or

(iv) affect any legal proceedings or remedy in respect of any such right, obligation, liability or penalty as aforesaid;

and any such legal proceedings or remedy may be instituted, continued, or enforced, and any such penalty may be imposed, as if the Scheme had not ceased to have effect.