

owner to reduce his permissible output by the agreed number of tons shall render him liable in respect of such failure to the penalties prescribed in Clauses 55 and 56 of the Scheme.

34. Notice in writing of any arrangement to exceed and reduce quotas under the last preceding clause must be given to the Secretary by the parties within twenty-four hours of the making of the arrangement.

Determination of Prices.

35. The Board shall, as soon as possible after its constitution, proceed to fix a minimum price per ton of twenty hundredweights for each class of coal produced in the District below which price coal of that class (exclusive of coal supplied free or at reduced rates for the use of persons who are or have been employed in or about any coal mine and the dependants of persons who have been so employed) shall not be sold or supplied by owners.

36. The minimum prices fixed by the Board shall be a pit head price except in the case of coal sold or destined for shipment when it shall be a price f.o.b. at the customary place or places of shipment:

Provided that there shall be only one minimum price for each class of coal as defined in the Scheme.

37. The minimum prices fixed in the first instance shall remain in force for such period as the Board may deem desirable, but the Board may revise the minimum prices from time to time and shall alter the same when alteration appears to the Board to be necessary.

38.—(1) As from the date when a minimum price is fixed by the Board for any class of coal under the provisions of the Scheme, no owner producing coal of that class shall, either directly or indirectly,—

(i) sell or supply the coal at a price below the price so fixed for the time being,

(ii) sell or supply the coal in any manner whereby the actual consideration obtained is less in value than the price so fixed, or

(iii) allow or give, or agree to allow or give, save as may expressly be permitted by the Scheme, any discount, commission, rebate, extended credit or allowance in respect of the price, quantity or weight of the coal, or otherwise.

(2) The Board may prescribe conditions of sale for securing that the actual consideration obtained by the sale or supply of any class of coal shall not be less in value than the minimum price for the time being fixed for that class of coal and every owner shall comply with such conditions of sale as may be so prescribed; and any owner who contravenes in any particular the provisions of this Clause shall be liable to the penalties prescribed in Clause 57 of the Scheme.

39. In the event of any owner, in consequence of complaint by a customer in regard to short weight or quality of coal in any consignment, being required to furnish additional quantities or make a reduction or allowance in price for that particular consignment in order to meet such complaint, the owner concerned shall be entitled to supply such additional quantity or make such adjustment in his account as may be neces-

sary, subject to making a report thereof in writing to the Board within ten days after the expiration of each calendar month during which any such concession is made; and any such concession which is not approved by the Board shall be deemed to be a breach of the provisions of the Scheme relating to the determination of prices and shall render the owner liable to the penalties prescribed in Clause 57 of the Scheme:

Provided always that the concession made to a Purchaser under a Contract containing an Ash Content Penalty Clause shall be approved by the Board in all cases where the Ash Content Standard is in the opinion of the Board a proper and reasonable standard.

40. If any owner ships or causes to be shipped any cargo or consignment of coal otherwise than in pursuance of a *bona fide* contract for the sale thereof, the actual consideration obtained by the sale or supply of the coal so shipped, being the amount remaining after deduction of the shipping and other charges incurred subsequent to shipment from the price ultimately obtained for the coal, shall not be less in value than the minimum f.o.b. price for coal of the same class ruling under the Scheme at the date of shipment, and any contravention of the provisions of this Clause shall render the owner, who shipped or caused to be shipped, the coal in respect of which the contravention occurs, liable to the penalties prescribed in Clause 57 of the Scheme.

41. In rendering to the Board such returns as the Board may prescribe of sales and deliveries with a view to ascertaining whether or not any coal has been sold below the minimum price thereof fixed for the time being under the Scheme, any owner who claims to have sold or delivered in accordance with the custom of the trade or otherwise any coal at a price other than the basis fixed under Clauses 35 and 36 hereof shall furnish to the Board full details of the costs and charges actually incurred or to be incurred which fall to be added to or deducted from the price received in order to arrive at the basis fixed under those Clauses, for the purposes of comparison with the appropriate minimum price fixed under the Scheme:

Provided that when coal is sold at a price including wagon hire, the amount of the wagon hire shall be calculated by taking not less than the amount which would have been charged therefor had the coal been carried in wagons owned by the Railway Company.

Trustees.

42. At the First Board Meeting the owners shall appoint three persons to be the Trustees for the Board under the Scheme, in whom shall be vested the District Fund and all other property of the Board and the Trustees shall hold and deal with the same at the direction of the Board.

43. Any Trustee for the time being may retire, or may be removed from the office of Trustee by a Resolution of the Board, and any vacancy in the office of Trustee shall be filled by the Board.

44. The Trustees shall not be liable to make good any deficiency in the District Fund, but shall be liable only for moneys which shall be actually received by them.