

reconsider the matter and deliver their decision thereon without delay.

43.—(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 65 of the Scheme.

44. 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 necessary, 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 65 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.

45. 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 65 of the Scheme.

46. 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 therefor 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 on the basis fixed under Clauses 38, 39 and 40 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 the said 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 an amount not less than that which would have been charged therefor, had the coal been carried in wagons owned by the railway company.

#### Trustees.

47. At the first meeting of the Board, 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 discretion of the Board.

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

Provided that the method of voting on a Resolution for removing a Trustee shall be that prescribed in Clause 14 of the Scheme, and that the Resolution in order to be effective must be supported by at least seventy-five per cent. of the total number of votes that could be recorded under that Clause by all the Owners.

49. 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.

50. The Owners shall save harmless and keep indemnified the Trustees and each of them against all actions, claims, demands, costs and expenses which they or he may incur or sustain by reason of or incidental to any matter which may be done in execution of the provisions of the Scheme.

51. The Trustees may sue and be sued for and on behalf and in the name of the Board and shall pay into the District Fund any moneys recovered by them in any proceedings taken on behalf of the Board and the Trustees shall be entitled to reimburse themselves out of the District Fund for any costs and expenses incurred by them in their capacity as Trustees under the Scheme:

Provided that the Trustees shall not commence any action or proceeding unless and until they are required so to do by the Board.

#### Levies.

52. Every Owner shall pay to the Board, for the purposes of meeting the expenses of the Board in administering the Scheme, including any payments required under the Central