

and for that purpose every owner shall forward to the Secretary within 7 days after the end of each such period a statement in writing in such form as the Board may prescribe, giving full particulars of the output of his coal mine or undertaking during the period in question together with such other particulars as may be necessary for ascertaining any excess of output over the quota during the period. If in any case the output has exceeded the tonnage permitted by the quota, the owner of the coal mine or undertaking shall be liable in respect of such excess to the penalties prescribed in Clauses 77 and 78 of the Scheme.

48. Every owner shall be permitted subject to the approval of the Board, in the event of the output of his coal mine or undertaking in any period for which a quota is determined falling short of the tonnage permitted by the quota for that period, to carry forward 50 per cent. of the amount of the shortage but no more as an addition to the tonnage permissible under the quota during the next succeeding period.

49. Any owner may exceed the quota for any period by arranging with any other owner, for such consideration (if any) as may be agreed between them, that the output of the coal mine or undertaking of that other owner permissible under the quota for the same period shall be reduced by an agreed number of tons, to which number any such excess shall be limited;

Provided that if the excess is in respect of any particular class of coal for which a separate quota has been determined, the reduction in the output of such other owner must be in respect of a quota determined for the same class of coal, and that any failure of such other 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 77 and 78 of the Scheme.

50. 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 24 hours of the making of the arrangement.

Determination of Prices.

51. The Board shall, as soon as possible after the first election of the Board, proceed to fix a minimum price per ton of 20 cwt. 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.

52. The minimum prices fixed shall in the case of coal sold or destined for shipment be f.o.b. at the customary place of shipment, and in all other cases shall be as fixed by the Board, having regard to all the circumstances of the case; provided that there shall be only one minimum price for each class of coal as defined in the Scheme.

53. 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, and in particular, on the application of

any owner for the revision of the price so fixed for any particular class of coal produced by him, the Board shall forthwith consider such application and make such alteration of price (if any) as is in their opinion necessary.

54. The minimum price fixed from time to time for each class of coal shall forthwith be communicated to all the owners.

55. If any owner is dissatisfied with any price fixed for the time being under the Scheme in respect of any coal or class of coal produced by him, he may give notice of objection to the Board at any time within fourteen days after such communication of the price as aforesaid, and the Board shall thereupon reconsider the matter and deliver their decision thereon without delay.

56. 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, except as provided by Section 4 of the Act,

(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, so as to reduce the net amount actually received and retained by him below the price so fixed,

and any owner who contravenes in any particular the provisions of this Clause shall be liable to the penalties prescribed in Clause 79 of the Scheme.

57. 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.

58. 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 79 of the Scheme.

59. 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 freight insurance and other