

The Trustees shall also, if so directed by the Board, distribute *pro rata* to standard tonnage or otherwise as the Board may determine funds (other than proceeds of any levy to meet expenses) available for distribution among the Owners, or may, as directed by the Board, invest available funds in trustee securities according to the law of Scotland.

*Inspection of Books and Accounts.*

41. For the purposes of the Scheme each Owner shall be obliged at such time and in such manner as the Board may direct to make production of or give every reasonable facility for inspection of books and accounts relating to his coal mines to an Accountant authorised by the Board.

42. The Board shall as and when it requires for the purposes of the Scheme appoint an Accountant for the purpose of making such inspections, and the Accountant so appointed shall submit to the Board a report of every inspection of an Owner's books and accounts.

All returns and information shall, subject to the provisions hereof and of the Act, be treated by the Board as strictly private and confidential.

*Returns.*

43. Every Owner shall furnish to the Board or any person authorised by the Board in that behalf in such manner as the Board may prescribe such returns, accounts and other information certified by the Owner, his Manager or Accounting Officer or a person authorised to act on his behalf as the Board may think fit to require for the purposes of its functions under the Scheme.

*Inspection of Mines.*

44. The Board shall be entitled for the purposes of the Scheme, as and when it may think fit, to make inspection of any coal mine by some person authorised by the Board, and every Owner shall, when so required, give all necessary facilities for such inspection.

*Arbitration.*

45. Any Owner who is aggrieved by any decision, act or omission of the Board or of any other persons in respect of their functions under the Scheme shall be at liberty to require the matter to be settled by arbitration. On the matter being referred to arbitration it shall be referred, if parties so agree, to an independent Arbitrator, and failing such agreement, to two independent Arbitrators, one to be appointed by the Owner and the other by the Board, and, in case the Arbitrators cannot agree, to an Oversman to be appointed by them, and, failing their agreement, to be appointed by the Dean of the Faculty of Advocates and the award of such Arbitrator or Arbitrators or Oversman shall be final. The Arbitrations shall be informal, and the manner in which the conference is to be heard and determined shall be in the discretion of the Arbitrator or Arbitrators or Oversman, who shall have power to appoint Assessors. The Arbitrator or Arbitrators or Oversman shall have power to award costs.

*Monetary Penalties.*

46. Any Owner who in any prescribed period produces coal in excess by more than 2 per cent. of his quota of output for that period shall, subject to the permissible percentage

margin as aforesaid, and subject to Clause 34 hereof, for each ton of coal produced in excess of his quota, or who sells or supplies or agrees to sell or supply coal of any class below the minimum price therefor or in breach of the conditions of sale prescribed by the Board, or otherwise in contravention of the provisions of Clause 36 hereof, shall, for each ton of coal so sold or supplied, or agreed to be sold or supplied, pay to the Board a penalty of 2s. 6d. per ton.

Any Owner who fails as and when he may be required by the Board to produce or to give facilities for inspection by an Accountant authorised by the Board of the books and accounts relating to his mines in Scotland, or who otherwise fails to render to the Board any Return, account or information required by the Board, or who fails as and when he may be required by the Board to give facilities for the inspection of his mine or mines, shall be liable to pay to the Board a penalty of £20 for each day during which such Owner is and continues to be in default as aforesaid.

In the event of any Owner otherwise contravening or failing to comply with the provisions of the Scheme the Board shall impose on him, and he shall be liable to pay to the Board a penalty of 2s. 6d. per ton of the tonnage of coal involved in the transaction in connection with which such Owner contravenes or fails to comply with the provisions of the Scheme.

Providing however that if the Board shall be of opinion that any contravention by the Owner including an excess of quota is not occasioned by a wilful act, neglect or default on his part or was solely occasioned by the performance of contracts within the provisions of sub-section (2) of Section 4 of the Act the Board may reduce or remit wholly or partly any of the sums which would otherwise have been payable by an Owner in consequence of such contravention or dispense with deduction from quota as provided for in Clause 47 hereof, but only if, having regard to the provisions of the Central Scheme, such reduction or remission of penalty or dispensing with deduction from quota can be made without substantial injury to the interests of the other Owners.

Provided that no proceedings in default of payment of any such penalty shall be commenced until a period of ten days shall have elapsed from the date of notice of the penalty being given in writing signed by the Secretary or other person authorised by the Board for the purpose specifying the contravention of or non-compliance with the Scheme. In the event of an application being made within that period by the Owner upon whom a penalty is imposed that the matter be referred to arbitration in accordance with the provisions of the Scheme, no such proceedings as aforesaid shall be commenced unless and until the arbitrator shall have made his award as to the amount of penalty, if any, payable by such Owner, or the Owner shall have abandoned his reference to arbitration, whichever shall first occur. Penalties shall fall to be paid by the Owner on whom they are imposed within ten days of the notice as aforesaid unless the matter has in the meantime been referred to arbitra-