



The London Gazette

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FRIDAY, 31 JULY, 1936

TENDERS FOR TREASURY BILLS.

1. The Lords Commissioners of His Majesty's Treasury hereby give notice that Tenders will be received at the Bill Office, at the Bank of England, on Friday, the 7th August, 1936, at 1 o'clock, for Treasury Bills to be issued under the Treasury Bills Act, 1877, the National Debt Act, 1889, and the War Loan Acts, 1914-1919 to the amount of £45,000,000.

2. The Bills will be in amounts of £5,000 or £10,000. They will be dated at the option of the Tenderer on any business day from Monday, the 10th August, 1936, to Saturday, the 15th August, 1936, inclusive, and will be payable at three months after date.

3. The Bills will be issued and paid at the Bank of England.

4. Each Tender must be for an amount not less than £50,000, and must specify the date on which the Bills required are to be dated, and the net amount per cent. (being an even multiple of one penny) which will be given for the amount applied for. Separate Tenders must be lodged for Bills of different dates.

5. Tenders must be made through a London Banker, Discount House or Broker.

6. The persons whose Tenders are accepted will be informed of the same not later than the following day, and payment in full of the amounts of the accepted tenders must be made to the Bank of England by means of Cash or a Banker's Draft on the Bank of England not later than 2 o'clock (Saturday 12 o'clock) on the day on which the relative Bills are to be dated.

7. In virtue of the provisions of Section 1 (4) of the War Loan Act, 1919, Members of the House of Commons are not precluded from tendering for these Bills.

8. Tenders must be made on the printed forms which may be obtained from the Chief Cashier's Office, Bank of England.

9. The Lords Commissioners of His Majesty's Treasury reserve the right of rejecting any Tenders.

Treasury Chambers,
31st July, 1936.

Whitehall, July 29, 1936.

The KING has been pleased, by Warrant under His Majesty's Royal Sign Manual, bearing date the 22nd instant, to appoint Frank John Powell, Esq., Barrister-at-Law, to be one of the Magistrates of the Police Courts of the Metropolis.

Whitehall, July 29, 1936.

The KING has been pleased, by Warrant under His Majesty's Royal Sign Manual, bearing date the 28th instant, to appoint John Percy Eddy, Esq., K.C., to be Recorder of the Borough of West Ham.

Whitehall, July 31, 1936.

IMPERIAL SERVICE MEDAL.

His Majesty The KING was pleased to award the Imperial Service Medal to the following officers of the Home Civil Service on their retirement:—

Abery, Frederick, Head Postman, London Postal Service.
 Allan, James MacKellar, Sorting Clerk and Telegraphist, Greenock and Port Glasgow.
 Allen, Fred George, Postman, Birmingham.
 Bain, Joseph Taylor Robertson, Postman, Edinburgh.
 Baker, Edward, Assistant Superintendent, Post Office, Leeds.
 Barker, Frank Dennison, Sorting Clerk and Telegraphist, Liverpool.
 Barnard, William Joseph, Sorter Tracer, Accountant General's Department, Post Office.
 Barrow, William, Inspector, Post Office Engineering Department, Stockport.
 Beams, Jesse, Postman, Epsom.
 Bell, William Charles, Postman, London Postal Service.
 Bending, Arthur John, Postman, Bath.
 Best, Henry, Postman, Rochester and Chatham.
 Beveridge, Benjamin Frederick, Assistant Superintendent, London Postal Service.
 Bilton, Arthur, Porter, London Postal Service.
 Boore, William Edward, Postman, Colchester.
 Bray, Adam Frederick, Telegraphist, Central Telegraph Office.
 Brooks, Andrew James, Telegraphist, Central Telegraph Office.
 Brown, James, Postman, Bournemouth and Poole.
 Campbell, John Whatman, Head Postman, London Postal Service.
 Candish, John Henry, Chief Inspector, Post Office Engineering Department, Tunbridge Wells.
 Cant, James Percy, Assistant Superintendent, London Postal Service.
 Carroll, Thomas Samuel, Tube Attendant, Central Telegraph Office.
 Carter, Frank Emeney, Overseer, London Postal Service.
 Chorlton, Thomas Edward, Postman, Manchester.
 Colton, John William, Overseer, London Postal Service.
 Coombe, William Charles Babbage, Sorter, London Postal Service.
 Cornford, Bertie George, Postman, Brighton.
 Courtis, Charles Henry, Inspector, Post Office Engineering Department, Peterborough.
 Cremer, George William, Postman, London Postal Service.
 Crook, Alfred Jesse, Sorting Clerk and Telegraphist, Abingdon.
 Crowell, John Brown, Overseer, Post Office, North and South Shields.
 Davis, Walter Charles, Postman, Teignmouth Sub-Office, Newton Abbot.
 Dawe, Charles William, Postman, Plymouth.
 Deane, Charles Frederick, Postman, London Postal Service.
 Dickson, William, Postman, Mauchline Sub-Office, Kilmarnock.
 Diprose, George, Sorter, London Postal Service.

Dixon, Charles William, Postman, London Postal Service.
 Edwards, Sidney Charles, Porter, London Postal Service.
 Evans, Alfred William, Head Porter, London Postal Service.
 Fields, Ernest, Postman, Sheffield.
 Fish, George Henry, Sorter, London Postal Service.
 Fisher, Frederick Charles Frewin, Sorter, London Postal Service.
 Flanagan, George James, Overseer, London Postal Service.
 Fletcher, Robert, Postman, London Postal Service.
 Garnett, James Bindloss, Assistant Superintendent, London Postal Service.
 Goodinge, John Henry, Overseer, London Postal Service.
 Gourlay, James, Sorting Clerk and Telegraphist, Edinburgh.
 Graham, Hugh Augustus, Sorting Clerk and Telegraphist, Horsham.
 Harper, George Albert Lewis, Assistant Superintendent, London Postal Service.
 Hart, John, Postman, London Postal Service.
 Hayward, John, Postman, Portishead Sub-Office, Bristol.
 Head, George Edward, Assistant Head Postman, London Postal Service.
 Heath, John Ernest, Assistant Superintendent, London Postal Service.
 Heselwood, Frederick Allan, Sorting Clerk and Telegraphist, York.
 Higgins, Alfred, Postman, Axbridge Sub-Office, Weston-super-Mare.
 Hobley, Joseph Wilfred, Overseer, Post Office, Wellingborough.
 Hood, William, Postman, Belfast.
 Hopkinson, Thomas, Sorting Clerk and Telegraphist, Leeds.
 Howe, Arthur Swithin, Sorting Clerk and Telegraphist, Oxford.
 Innés, James, Postman, Edinburgh.
 Jeffery, Henry John, Postman, London Postal Service.
 Joblin, William, Sorter, London Postal Service.
 John, Albert, Postman, Haverfordwest.
 Jordan, Edward, Sorting Clerk and Telegraphist, Leeds.
 Joyce, Thomas, Postman, Exmouth.
 Kelly, John William, Overseer, London Postal Service.
 Kinloch, James, Postman, London Postal Service.
 Lamprey, George, Postman, Southampton.
 Lavelle, Bernard, Sorting Clerk and Telegraphist, Liverpool.
 Letts, James George, Overseer, London Postal Service.
 Leverett, William Brown, Overseer, London Postal Service.
 Lewis, Arthur Richard, Overseer, Post Office, Manchester.
 McKenzie, Duncan Forbes, Overseer, Post Office, Aberdeen.
 McLarney, Patrick, Postman, Standish Sub-Office, Wigan.
 McNelis, Richard, Postman, Glasgow.
 Maine, William James, Sorter, London Postal Service.
 Marshall, Henry George, Postman, Norwich.
 Martin, Oscar Edmund, Assistant Superintendent, London Postal Service.

- Martin, Samuel, Skilled Workman, Class II, Post Office Engineering Department, London.
- Masters, William, Postman, London Postal Service.
- Matthews, Charles Henry, Sorting Clerk and Telegraphist, Manchester.
- Meadows, Henry William, Postman, Market Harborough.
- Message, Thomas Edward, Sorting Clerk and Telegraphist, Portsmouth and Gosport.
- Midgley, John Henry, Postman, Bradford.
- Miller, Frank Edward, Overseer, London Postal Service.
- Morgan, Thomas, Sorting Clerk and Telegraphist, Rugby.
- Morris, Edward Ernest, Assistant Inspector of Tracing, Accountant General's Department, Post Office.
- Naughton, John, Assistant Superintendent, London Postal Service.
- Newsome, Eliza, Sorting Clerk and Telegraphist, Leeds.
- Nicholson, Samuel Stuart, Sorting Clerk and Telegraphist, Sheffield.
- Osborne, William Charles, Sorter, London Postal Service.
- Palmer, George, Sorting Clerk and Telegraphist, Southampton.
- Patter, Walter Llewellyn, Sorting Clerk and Telegraphist, Portsmouth and Gosport.
- Pearsall, John, Sorting Clerk and Telegraphist, Birmingham.
- Perkins, Walter, Porter, London Postal Service.
- Pettit, George, Overseer, Post Office, Haverfordwest.
- Phillpott, Thomas Henry, Cable Foreman, H.M.T.S. "Alert," Post Office Engineering Department, London.
- Pickles, Herbert Barnard, Sorting Clerk and Telegraphist, Bradford.
- Pillar, Frederick Walter Raleigh, Assistant Superintendent, London Postal Service.
- Pope, James Henry, Postman, Bideford.
- Pyper, David Blaikie, Overseer, Post Office, Aberdeen.
- Quinnell, Alfred, Postman, Richmond and Twickenham.
- Ralph, Charles Samuel, Overseer, London Postal Service.
- Reeve, Edward Charles, Overseer, London Postal Service.
- Reid, David, Postman, Cockermonth Sub-Office, Workington.
- Richards, William Arthur, Overseer, Post Office, Manchester.
- Robins, Arthur, Postman, Dewsbury and Batley.
- Robson, Robert Thomas, Sorting Clerk and Telegraphist, Hull.
- Shipton, Harry Arthur, Postman, London Postal Service.
- Sisley, George Thomas, Sorter, London Postal Service.
- Smith, Albert, Postman, Chelmsford.
- Smith, Arthur Edward, Head Porter, London Postal Service.
- Smith, Arthur James, Postman, London Postal Service.
- Smith, John William, Postman, Bradford.
- Stamper, Fred, Sorting Clerk and Telegraphist, Grimsby.
- Stapleton, Frederick James, Postman, London Postal Service.
- Stringer, William Henry, Skilled Workman, Class II, Post Office Engineering Department, London.
- Tarsey, Daniel Lawton, Skilled Workman, Class I, Post Office Engineering Department, London.
- Taylor, Henry Thomas, Head Postman, London Postal Service.
- Walford, George Frederick, Postman, Malvern.
- Ward, William Webber, Postman, Brighton.
- Warn, William Robert, Postman, Hull.
- Weaver, Richard Arthur, Postman, Curry Rivel Sub-Office, Taunton.
- West, Albert Victor Ernest, Postman, London Postal Service.
- Westley, Richard John Jeyes, Overseer, London Postal Service.
- Wilson, Frederick, Assistant Superintendent, London Postal Service.
- Wilson, William Arthur, Postman, Belfast.
- Wood, Percy Francis, Counter Clerk and Telegraphist, London Postal Service.
- Woodbridge, Austin Charles, Skilled Workman, Class I, Post Office Engineering Department, Cambridge.
- Woollard, George Henry, Assistant Inspector of Telegraph Messengers, Central Telegraph Office.
- Yates, Alfred Ernest, Postman, Sutton.

LONDON HACKNEY CARRIAGE ACT, 1850.

CAB STANDINGS.

Notice is hereby given that the Commissioner of Police of the Metropolis has made Orders, in pursuance of section 4 of the London Hackney Carriage Act, 1850, to the following effect:—

Appointments of Cab Standings.

Date of Order and Position of Standings.	No. of cabs.
29th June, 1936.—Edgware Road, junction with Upper Berkeley Street, W.	2
29th June, 1936.—Edgware Road, junction with Upper Berkeley Street, W.	1
7th July, 1936.—Hammersmith Road, W.	5
10th July, 1936.—Acacia Road and Waverley Place, St. John's Wood (in three portions).	20
11th July, 1936.—Ranelagh Grove, S.W.1.	3
14th July, 1936.—Tavistock Square, W.C. (South-west corner).	2
15th July, 1936.—Queen's Gate, S.W.	6
*22nd July, 1936.—Cromwell Road, junction Gloucester Road, S.W.	7

* This Standing will be governed by different conditions from the Standing in the same position which is cancelled.

Cancellations of Cab Standings.

Date of Order and Position of Standings.	No. of cabs.
29th June, 1936.—Edgware Road, Upper Berkeley Street.	3
7th July, 1936.—Hammersmith Road, W.	3
10th July, 1936.—Acacia Road and Waverley Place, St. John's Wood (in two portions).	20
14th July, 1936.—Holland Road, Russell Gardens.	4
15th July, 1936.—Queen's Gate, S.W.	3
22nd July, 1936.—Cromwell Road, junction Gloucester Road, S.W.	7

A copy of the Orders may be inspected at the Metropolitan Police Public Carriage Office at 109, Lambeth Road, S.E.1.

*Scottish Office,
Whitehall, S.W.1.
29th July, 1936.*

The KING has been pleased by Royal Warrants bearing date the 25th July, 1936, to direct Letters Patent to be passed under the Seal appointed to be kept and made use of in place of the Great Seal of Scotland, granting the rank and dignity of Counsel to His Majesty to

William Garrett, Esquire, Advocate,
James Gordon McIntyre, Esquire, M.C., Advocate,
George Reid Thomson, Esquire, Advocate,
James Latham McDiarmid Clyde, Esquire, Advocate, and
John Cameron, Esquire, Advocate,
Members of the Scottish Bar.

MINISTRY OF LABOUR.

UNEMPLOYMENT INSURANCE ACT, 1935.

STATUTORY RULES AND ORDERS.

The Minister of Labour hereby gives notice that he has made the following Order under the Unemployment Insurance Act, 1935:—

Statutory Rules and Orders 1936, No. 773.

Unemployment Assistance.

Unemployment Act, 1934 (Second Appointed Day) Order, 1936.

Copies of the Order may be purchased directly from His Majesty's Stationery Office at the following addresses:—Adastral House, Kingsway, London, W.C.2; 120, George Street, Edinburgh 2; York Street, Manchester 1; 1, St. Andrew's Crescent, Cardiff; 80, Chichester Street, Belfast; or through any bookseller.

Admiralty, 24th July, 1936.

R.N.

Actg. Sub-Lieut. M. O'B. Fitzgerald to be Sub-Lieut. with seny. of 1st Dec. 1935.
Comdr. (Retd.) H. R. Priston to be Capt. (Retd.). 20th July 1936.

Admiralty, 28th July, 1936.

R.N.

W. R. Knott, L.D.S., A. J. Staple, L.D.S., to be Surgn. Lieuts. (D). 28th July 1936.

Admiralty, 30th July, 1936.

R.M.

Lt.-Col. P. Owen (Bkmr.) is placed on the Retd. List on account of age, and to be Col. (Retd.). 30th July 1936.

Maj. C. W. Adair is apptd. Bkmr. 30th July 1936.

*War Office,
31st July, 1936.*

REGULAR ARMY.

Lt.-Col. V. T. R. Ford, D.S.O., h.p. list, to be Col. 1st Aug. 1936, with seniority 25th Sept. 1927.

Lt.-Col. J. S. N. FitzGerald, M.B.E., M.O., I. G'ds., to be Bt. Col. under the provisions of Art. 182a, Royal Warrant for Pay and Promotion, 1931. 20th July 1936.

Maj. & Bt. Lt.-Col. K. J. Gabbett, I.A.O.C., to be Bt. Col. under the provisions of paragraph 94 (vii) (f), Regulations for the Army in India. 17th Apr. 1936.

COMMANDS AND STAFF.

Lt. C. A. Harvey, H.L.I., relinquishes the appt. of A.D.C. to the Capt.-Gen. and Govr.-in-Chief, Jamaica. 22nd July 1936.

The undermentioned appts. are made:—

Lt.-Col. F. K. Simmons, M.V.O., M.C., Camerons, to be Comdr., Headquarters, Southern Bde., British Troops in Palestine (temp.), and is granted the temp. rank of Brig. whilst so empld. 8th June 1936. (Substituted for notification in the Gazette of 28th July 1936.)

Maj. C. S. Vale, M.C., R.A.S.C., to be Mil. Attaché (graded as G.S.O. 2nd Grade), Riga. 12th July 1936.

ROYAL REGIMENT OF ARTILLERY.

Capt. A. J. T. Graham to be Adj. 12th May 1936.

Capt. L. C. Aitken relinquishes the appt. of Adj. 1st July 1936.

Capt. L. C. Aitken is restd. to the estabt. 1st July 1936.

Lt. R. H. A. Foster to be Adj. 1st Apr. 1936.

Lt. E. N. Oldrey is secd. whilst holding the appt. of Asst. Instr., The Mil. Coll. of Science. 24th Apr. 1936.

Lt. H. E. Massy is secd. whilst holding the appt. of Exptl. Offr., Exptl. Estabt. 10th July 1936.

CORPS OF ROYAL ENGINEERS.

Clerk of Works Serjt.-Maj. John Henry HAMSHIRE, M.M., to be Lt. (Qr.-Mr.). 22nd July 1936.

FOOT GUARDS.

- I. G'ds.*—Maj. T. E. G. Nugent, M.V.O., M.C., to be Lt.-Col. 20th July 1936.
 Capt. C. L. J. Bowen to be Maj. 20th July 1936.
 Lt. J. K. Mathew to be Capt. 20th July 1936.

INFANTRY.

- Devon R.*—Lt. (Qr.-Mr.) P. F. Cooke to be Capt. (Qr.-Mr.). 1st Aug. 1936.
R.W. Fus.—Lt.-Col. R. E. Hindson retires on ret. pay on account of ill-health. 1st Aug. 1936.
 Maj. D. M. Barchard to be Lt.-Col. 1st Aug. 1936.
 Capt. H. F. Garnons-Williams to be Maj. 1st Aug. 1936.
Loyal R.—Capt. W. Schoales, M.M., retires on ret. pay. 30th July 1936.
North'n R.—Capt. E. L. Percival is secd. for serv. under the Colonial Office. 5th June 1936.
H.L.I.—Maj. A. C. Bruce retires on ret. pay. 1st Aug. 1936.
 Lt. C. A. Harvey is restd. to the estabtd. 22nd July 1936.

ROYAL TANK CORPS.

- Capt. C. B. C. Campbell-Johnston retires on ret. pay. 31st July 1936.

HONG KONG-SINGAPORE ROYAL ARTILLERY.

- Subadar Hazir Khan retires on ret. pay. 4th June 1936.
 Jemadar Tora Khan to be Subadar. 4th June 1936.
 Havildar Major Channan Khan to be Jemadar. 4th June 1936.

ROYAL ARMY SERVICE CORPS.

- Maj. C. S. Vale, M.C., is secd. for serv. on the Staff. 12th July 1936.
 Capt. C. H. Moore, M.C., to be Maj. 12th July 1936.

ROYAL ARMY MEDICAL CORPS.

- Short Serv. Commissions.*—The appt. of Lt. D. N. Keys, M.B., is antedated to 1st Aug. 1934, under the provisions of Art. 36, Royal Warrant for Pay and Promotion, 1931, but not to carry pay and allces. prior to 1st Aug. 1935.
 Lt. D. N. Keys, M.B., to be Capt. 1st Aug. 1936, with seniority 1st Aug. 1935.

ROYAL ARMY ORDNANCE CORPS.

- Maj. (O.M.E. 2nd Cl.) A. F. B. Hopwood, A.M.I.Mech.E., to be Lt.-Col. (O.M.E. 1st Cl.). 8th June 1936.
 Capt. (O.M.E. 3rd Cl.) D. S. Riddell, A.M.I.Mech.E., to be Maj. (O.M.E. 2nd Cl.). 8th June 1936.
 Temp. Lt. F. S. Wyatt relinquishes his commn. on completion of service, 27th May 1920, and retains the rank of Lt.

ROYAL ARMY VETERINARY CORPS.

- The undermentioned Lts. to be Capts. 1st Aug. 1936:—
 J. D. Daly.
 J. Clabby.
 J. A. Langley.
 F. L. Cundell.
 I. McLaren.

THE ARMY DENTAL CORPS.

- Lt. W. F. Finlayson to be Capt. 1st Aug. 1936, with seniority 1st Feb. 1936.

Short Serv. Commissions—The undermentioned Lts. to be Capts. 1st Aug. 1936:—

- C. W. Upton.
 J. H. Sherwen.

QUEEN ALEXANDRA'S IMPERIAL MILITARY NURSING SERVICE.

- Provisional Staff Nurse Miss M. Booth resigns her appt. 1st Aug. 1936.

The undermentioned Provisional Staff Nurses are confirmed in their appts.:—

- Miss U. M. J. Booth.
 Miss G. Hunter.

ESTABLISHMENTS.

- The Mil. Coll. of Science*—Lt. E. N. Oldrey, R.A., to be Asst. Instr. (Cl. GG). 24th Apr. 1936.

- Small Arms Sch.*—Capt. B. H. Ashmore, R. Scots, relinquishes the appt. of Instr. (Cl. EE), Hythe Wing. 22nd July 1936.

- Capt. R. E. Lampen, h.p. list, to be Instr. (Cl. EE), Hythe Wing. 22nd July 1936.

- R. Ord. Fact.*—Maj. J. C. E. Pellereau, O.B.E., R.A., to be Mil. Asst. (Cl. Z) to Chief Supt., and is granted the local rank of Lt.-Col. 20th July 1936.

- Ord. Committee*—Lt.-Col. O. F. G. Hogg, h.p. list (empld.), from Mil. Asst. to Chief Supt., R. Ord Fact., to be Sec. (Cl. X). 20th July 1936.

- Research Dept.*—Lt.-Col. & Bt. Col. A. E. A. Dobson, O.B.E., h.p. list (empld.), from Sec. (Cl. X), Ord. Committee, to be Dep. Chief Supt. 20th July 1936.

- R.A. Committee*—Maj. K. S. Mackenzie, M.C., R.A., from Sen. Instr. (Cl. BB), The Mil. Coll. of Science, to be Sec. (Cl. Z). 14th July 1936.

MEMORANDA.

- Maj. (local Lt.-Col.) G. P. Harding, M.C., Cheshire R., relinquishes the local rank of Lt.-Col. on ceasing to be empld. with the R.W.A.F.F. 1st Aug. 1936.

- Lt. L. S. Ford, N. Stafford R., is granted the local rank of Capt. whilst empld. as Asst. Def. Security Offr. (Cl. GG), Malta. 15th July 1936.

REGULAR ARMY RESERVE OF OFFICERS.

GENERAL LIST.

The undermentioned having attained the age limit of liability to recall, cease to belong to the Res. of Off.:—

- Col. W. H. F. Kelly, D.S.O. (late R.A.S.C.). 30th July 1936.
 Col. (Hon. Brig.-Gen.) R. T. Pelly, C.B., C.M.G., D.S.O. (late Inf.). 30th July 1936.

REGIMENTAL LIST.

CAVALRY.

- 5th Innis. D.G.*—Lt. E. H. Sthyr, from Supp. Res. of Off., 5th Innis. D.G., to be Lt. 1st Aug. 1936, retaining his present seniority.

ROYAL REGIMENT OF ARTILLERY.

Lt. F. Riddle, having attained the age limit of liability to recall, ceases to belong to the Res. of Off. 1st Aug. 1936.

ROYAL CORPS OF SIGNALS.

Lt. W. A. Sanders, from Supp. Res. of Off., R. Signals, to be Capt. 31st July 1936.

INFANTRY.

The undermentioned having attained the age limit of liability to recall, cease to belong to the Res. of Off. :—

R. Norfolk R.—2nd Lt. G. B. Dickerson, M.M. 31st July 1936.

R.W. Fus.—Capt. F. H. Shove. 30th July 1936.

K.S.L.I.—Lt. J. McDonald. 30th July 1936.

N. Stafford R.—Lt.-Col. H. V. R. Hodson. 31st July 1936.

ROYAL ARMY MEDICAL CORPS.

Maj. R. G. Gayer-Anderson. 29th July 1936.

SUPPLEMENTARY RESERVE OF OFFICERS.

CAVALRY.

4th H.—Thomas Hugh FARMILOE (late Cadet Serjt., Bradfield Coll. Contgt., Jun. Div., O.T.C.), to be 2nd Lt. 1st Aug. 1936.

INFANTRY.

Devon R.—Donald Walter Sinclair PRICE (late Cadet Serjt., Bromsgrove Sch. Contgt., Jun. Div., O.T.C.), to be 2nd Lt. 1st Aug. 1936.

Cheshire R.—Lt. C. E. Brownridge resigns his commn. 1st Aug. 1936.

Oxf. & Bucks. L.I.—Derek James Warwick FOOTITT (late Cadet, Imperial Service Coll. Contgt., Jun. Div., O.T.C.), to be 2nd Lt. 1st Aug. 1936.

ROYAL ARMY SERVICE CORPS.

2nd Lt. W. Cusworth to be Lt. 1st July 1936.

Robert John DUNLOP to be 2nd Lt. 1st Aug. 1936.

ROYAL ARMY MEDICAL CORPS.

Lt. R. L. Walmsley, from Supp. Res. of Off., D.W.R., to be Lt. 1st Aug. 1936.

MILITIA.

INFANTRY.

A. & S.H.—Capt. H. C. Higginbotham resigns his commn. 1st Aug. 1936, and is granted the hon. rank of Maj.

CHANNEL ISLANDS.

The R. Mila. of the Island of Jersey—2nd Lt. G. Rice to be Lt. 1st Aug. 1936.

TERRITORIAL ARMY.

YEOMANRY.

Ayrshire—2nd Lt. J. P. de M. Wilkinson to be Lt. 31st July 1936.

ROYAL ARTILLERY.

61st (N. Midland) Fd. Bde.—2nd Lt. E. G. S. Howarth to be Lt. 1st Aug. 1936.

62nd (N. Midland) Fd. Bde.—Norman Edwin CHOLERTON (late Cadet, Brighton Coll. Contgt., Jun. Div., O.T.C.) to be 2nd Lt. 21st July 1936.

71st (W. Riding) Fd. Bde.—2nd Lt. F. A. E. Beaumont resigns his commn. on account of ill-health. 24th June 1936.

82nd (Welsh) Fd. Bde.—Mervyn Preece PRICHARD to be 2nd Lt. 21st July 1936.

88th (2nd W. Lan.) Fd. Bde.—Lt.-Col. & Bt. Col. J. Hudson, M.C., T.D., to be supern. on vacating comd. 12th July 1936.

94th (Queen's Own Dorset Yeo.) Fd. Bde.—Lt. N. G. Richards (Lt. Res. of Off.) to be Capt. 6th Mar. 1935.

105th (Bedfs. Yeo.) Fd. Bde.—Robert Lionel HARDING (late Cadet Lce.-Corpl., Bedford Sch. Contgt., Jun. Div., O.T.C.) to be 2nd Lt. 14th July 1936.

53rd (Lond.) Med. Bde.—Walter Hugh ANDERSON (late Cadet Lce.-Corpl., Monkton Combe Sch. Contgt., Jun. Div., O.T.C.) to be 2nd Lt. 1st Aug. 1936.

Hugh Norman JARVIS (late Cadet Lce.-Corpl., King's Coll. Sch. Contgt., Jun. Div., O.T.C.) to be 2nd Lt. 1st Aug. 1936.

ROYAL ENGINEERS.

43rd (Wessex) Divl. Engrs.—Geoffrey Linton SPITAL (late Cadet Lce.-Corpl., Bradfield Coll. Contgt., Jun. Div., O.T.C.) to be 2nd Lt. 21st July 1936.

48th (S. Midland) Divl. Engrs.—2nd Lt. M. Whitwill, from 66th (S. Midland) Fd. Bde., R.A., to be 2nd Lt. 1st July 1936.

54th (E. Anglian) Divl. Engrs.—2nd Lt. W. A. J. Spear to be Lt. 1st Aug. 1936.

A.A. Bns.

36th (Midd'x)—Offr. Cadet Alexander Sefton COWAN, from Univ. of Lond. Contgt., Sen. Div., O.T.C., to be 2nd Lt. 15th July 1936.

ROYAL CORPS OF SIGNALS.

1st A.A. Divl. Sigs.—David Charles BLAIR to be 2nd Lt. 21st July 1936.

INFANTRY.

4th/5th Bn. R. Scots—Lt.-Col. G. Gibson, T.D., to be Bt. Col. 31st July 1936.

8th Bn. R. War. R.—Ronald Frank WILLIAMS (late Cadet C.S.M., King Edward's Sch. (Birmingham) Contgt., Jun. Div., O.T.C.) to be 2nd Lt. 16th July 1936.

5th Bn. R. Norfolk R.—John Sutherland SMART (late Cadet, Eastbourne Coll. Contgt., Jun. Div., O.T.C.) to be 2nd Lt. 18th July 1936.

5th Bn. Lincoln R.—Lt. F. G. L. Smith resigns his commn. on appt. to the R.A.F. 1st June 1936.

5th Bn. Somerset L.I.—2nd Lt. J. C. Opie to be Lt. 19th Apr. 1936.

2nd Lt. J. Price to be Lt. 19th Apr. 1936.

2nd Lt. A. A. King to be Lt. 27th July 1936.

5th Bn. Bedfs. & Herts. R.—Lt. A. G. Brown resigns his commn. 1st Aug. 1936.

5th Bn. E. Surrey R.—Lt. O. P. Partridge to be Capt. 11th July 1936.

4th Bn. Essex R.—Capt. R. M. Doyle to be Maj. 26th June 1936.

Lt. A. Noble to be Capt. 26th June 1936.

7th Bn. Foresters—Peter Stubley BLACK (late Cadet Lee-Corpl., Oakham Sch. Contgt., Jun. Div., O.T.C.) to be 2nd Lt. 26th July 1936.

5th Bn. R.W.K.—Lt. D. G. A. Sanders resigns his commn. 19th July 1936.

8th Bn. Midd'x R.—Capt. Edmund William FANE DE SALIS, M.C., Res. of Off., to be Capt. with seniority 9th Jan. 1931. 22nd July 1936.

9th Bn. Midd'x R.—2nd Lt. W. F. Parlane to be Lt. 13th July 1936.

18th Lond. R.—Lt. C. F. H. Wegg-Prosser, from Hereford R., to be Lt. with seniority as in the T.A. 1st July 1936.

Louis Macleod YEARSLEY (late Cadet Serjt., University Coll. Sch. Contgt., Jun. Div., O.T.C.) to be 2nd Lt. 26th July 1936.

ROYAL ARMY SERVICE CORPS.

50th (Northumbrian) Divl.—2nd Lt. G. A. Drysdale to be Lt. 11th July 1936.

52nd (Lowland) Divl.—Offr. Cadet William George Forrest MORPETH, from Edinburgh Univ. Contgt., Sen. Div., O.T.C., to be 2nd Lt. 22nd July 1936.

53rd (Welsh) Divl.—Herbert Watkin Trevor PARRY to be Lt. 21st July 1936.

Kenneth Stuart HODGE to be 2nd Lt. 21st July 1936.

ROYAL ARMY MEDICAL CORPS.

General List—Lt. D. H. Young, M.D., F.R.C.S., Ed., to be Capt. with seniority 26th Dec. 1935. 26th June 1936.

Lt. R. J. V. Battle, F.R.C.S., to be Capt. 30th May 1936.

GENERAL LIST.

UNIVERSITY CANDIDATES.

The undermentioned to be 2nd Lts. 31st July 1936:—

Jasper Mally PORTER.
Philip Hector LAWRENCE.
Robert Austen LINTON.
Ejvind Vigge RAMBUSH.
Frederick Alexander Nigel HITCH.
John Noel THOMAS.
Frank Lionel Montagu RUNDALL.
William Bellingham Swan SIMPSON.
Robin Olliver GORDON.
John BROMHEAD.
Owen Douglas Arthur LE FEUVRE.
Basil Guy RAWLINS.

OFFICERS TRAINING CORPS.

Hugh DICKSON to be 2nd Lt. for serv. with the Inf. Unit, Univ. of Lond. Contgt., Sen. Div. 14th July 1936.

Dulwich Coll. Contgt., Jun. Div.—2nd Lt. C. M. Harrison to be Lt. 17th July 1936.

TERRITORIAL ARMY RESERVE OF OFFICERS.

REGIMENTAL LIST.

ROYAL ARTILLERY.

82nd (Welsh) Fd. Bde.—Capt. T. O. Wilbert, from Active List, to be Capt. 1st Aug. 1936.

99th (Bucks. & Berks. Yeo.) Fd. Bde.—Lt. H. St. L. Grenfell, from Active List, to be Lt. 1st Aug. 1936.

62nd (N. Scottish) Med. Bde.—Capt. J. C. Cameron, from Active List, to be Capt. 17th July 1936.

Hampshire Heavy Bde.—Harold Sidney ARMSTRONG, late 2nd Lt., Ceylon R.G.A., to be 2nd Lt. 1st Aug. 1936.

INFANTRY.

4th Bn. The Queen's R.—Maj. L. D. J. Wallerstein, from Active List, to be Maj. 15th July 1936.

5th Bn. E. Surrey R.—Lt.-Col. & Bt. Col. G. B. Chetwynd-Stapylton, T.D., resigns his commn. and retains his rank, with permission to wear the prescribed uniform. 1st Aug. 1936.

5th Bn. North'n R.—Lt. A. B. Coote resigns his commn. 17th June 1936.

Commission signed by the Lord Lieutenant of the City and County of the City of Edinburgh and Liberties thereof.

Lieutenant-Colonel Archibald MacLaine Mitchell, D.S.O., T.D., of Moorend, Newmills, Balerno; to be a Deputy Lieutenant. Dated 25th July, 1936.

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Commissioned signed by The Right Honourable Anthony Earl of Shaftesbury, K.P., G.C.V.O., C.B.E., Lord Lieutenant for the County of Dorset.

Admiral Sir Arthur Allan Morison Duff, K.C.B., to be a Deputy Lieutenant for the County of Dorset.—Dated 27th July, 1936.

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India Office,
31st July, 1936.

The KING has approved the following Promotions, Appointments, Retirements, etc.:—

INDIAN ARMY.

Maj. (Bt. Lt.-Col.) L. Gilbert, M.C., to be Lt.-Col., 1st June 1936.

The undermentioned 2nd Lts. from the Unattd. List are apptd. to the I.A.:—

To be Lt.

Rowland Herbert Stokes-Rees, 25th May 1936, with seniority 8th June 1931.

To be 2nd Lt.

Henry Allen Butler, 7th June 1936, with seniority 1st Feb. 1935.

The undermentioned apptmt. is made:—

To be Capt.

Raymond Leslie Carpenter, from R. Signals, 1st Apr. 1936, with seniority as Lt. 30th Nov 1928, and as Capt. 30th Aug. 1935.

The undermentioned officer retires:—

Lt.-Col. G. W. Anderson, O.I.E., 8th May 1936.

INDIAN ARMY DEPARTMENTS.

The undermentioned Condrs. to be Lts. (Asst. Comms.):—

William Patterson, 1st May 1936.

James Grahame, 17th May 1936.

Henry Alexander Joy, D.C.M., 24th June 1936.

INDIAN MEDICAL DEPARTMENT.

Cpts. (Sen. Asst. Surgs.) to be Majrs. (Sen. Asst. Surgs.), 6th June 1936.

J. B. V. Braganza.

J. B. D'Souza.

Maj. (Sen. Asst. Surg.) J. M. Pereira retires, 29th May 1936.

ARMY IN INDIA RESERVE OF OFFICERS.

The undermentioned appt. is made:—

To be Capt.

Chandu Lal Malhotra, 7th Apr. 1936, with seniority 7th Apr. 1930.

Capt. H. S. Bewa resigns his commn., 19th May 1936.

MEMORANDA.

The undermentioned officers are granted the local rank of Brigadier:—

Lt.-Col. A. S. Brooke, M.O., 1/18th R. Gar. Rif., while empld. as Offg. Comdr., Allahabad Bde. Area, 6th Apr. 1936.

Lt.-Col. S. A. H. Hungerford, M.C., 4/5th Mahratta L.I., while empld. as Offg. Comdr., Poona (Ind.) Bde. Area, 30th May 1936.

Capt. H. W. Giblin, R.E., relinquishes the local rank of Maj., 1st Apr. 1936.

Capt. H. A. C. Hodgson, I.A.O.C. (ret.), is deprived of his commn. in consequence of his conviction by a Civil Power, 13th July 1936.

COAL MINES ACT, 1930.

THE LANCASHIRE AND CHESHIRE DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by subsection (4) of Section 3 of the said Act, the Board of Trade have made the Lancashire and Cheshire District (Coal Mines) Scheme (Amendment)

Order, 1936, which provides that the Lancashire and Cheshire District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in the Schedule to the said Order in substitution for the matters mentioned in paragraph (f) of subsection (2) of the said Section 3;

And whereas it is provided by Clause 15 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 15 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme:

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the Lancashire and Cheshire District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and prescribe the 29th day of July, 1936, as the date from which the said amendments shall come into force.

Harry Crookshank,

Secretary for Mines.

Board of Trade,

Mines Department,

Dean Stanley Street,

Millbank, London, S.W.1.

29th day of July, 1936.

SCHEDULE.

The Lancashire and Cheshire District (Coal Mines) Scheme, 1930, shall be amended in the following manner:—

1. Clause 32 shall have effect as if—

(a) at the end of sub-clause (1) thereof there were added the following proviso, that is to say:—

“Provided that the Board may fix different minimum prices for any class of coal for supply to or for resale or consumption in different areas or places”;

(b) sub-clause (3) thereof were omitted; and

(c) sub-clauses (4), (5) and (6) thereof were renumbered (3), (4) and (5) respectively.

2. Clause 33 shall have effect as if—

(a) for the word “a” where that word first appears there were substituted the word “any”;

(b) in paragraph (i) thereof before the word “price” where that word appears for the second time there were inserted the word “appropriate”; and

(c) in paragraph (ii) thereof before the word “price” there were inserted the word “appropriate”.

3. Clause 34 shall have effect as if before the words “minimum price” there were inserted the word “appropriate”.

4. Clause 67 shall have effect as if in sub-clause (4) thereof before the words “minimum price” where those words appear for the first time there were inserted the word “appropriate.”

COAL MINES ACT, 1930.

THE NORTH STAFFORDSHIRE DISTRICT
(COAL MINES) SCHEME, 1930.

Whereas by subsection 5 of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by subsection (4) of Section 3 of the said Act, the Board of Trade have made the North Staffordshire District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the North Staffordshire District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I of the Schedule to the said Order in substitution for the matters mentioned in paragraphs (a) and (f) of subsection (2) of the said Section 3 and for the matters specified in Part II of the said Schedule in addition to the matters mentioned in subsections (2) and (3) of the said Section 3;

And whereas it is provided by Clause 33 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 33 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme:

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the North Staffordshire District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and prescribe the 1st day of August, 1936, as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said 1st day of August, and any Owner is required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 25th day of July, 1936.

Harry Crookshank,
Secretary for Mines.

Board of Trade,
Mines Department,
Dean Stanley Street,
Millbank, London, S.W.1.
25th day of July, 1936.

SCHEDULE.

The North Staffordshire District (Coal Mines) Scheme, 1930, shall be amended in the following manner:—

1. Clause 2 shall have effect as if—

(a) the definitions of the following terms were omitted:—

“Majority Owners”
“Minority Owners”

“Export Supply”

“Inland Supply”

“The customary shipping places of the District”; and

(b) there were added the following definition, that is to say:—

“Supply” includes sale.

2. Clause 3 shall have effect as if in sub-clause (2) thereof after the word “regulated” there were inserted the words “and facilitated”.

3. Clause 4 shall have effect as if after the word “regulating” there were inserted the words “and facilitating”.

4. Clause 5 shall have effect as if—

(a) in sub-clause (1) thereof the words from “And provided” to the end of the sub-clause were omitted; and

(b) in sub-clause (3) thereof the words “first and every succeeding” were omitted.

5. Clause 11 shall have effect as if—

(a) after the word “office” there were added the words “a casual vacancy in respect of a substitute member may be filled in like manner”; and

(b) the proviso thereto were omitted.

6. Clause 12 shall have effect as if there were added at the end thereof the following words, that is to say “unless the powers of the Board to make such a decision are delegated to the Committee.”

7. There shall be inserted the following new Clause, that is to say:—

“13.—(1) The Board shall appoint a Sales Committee, who may be members of the Board or other persons, to perform the functions allotted to them on behalf of and in the name of the Board. The first appointment of the Committee shall be made before 1st August, 1936.

(2) The Sales Committee shall have an Independent Chairman who shall be appointed only by a majority of at least three-fourths of the members of the Board present and voting or in default of such a majority upon the nomination of the Secretary for the time being of the Central Council. The other members of the Committee may be appointed by a simple majority of the members of the Board present and voting.

(3) The Independent Chairman shall within three months after his appointment sell or dispose of any interest or shares or securities, which he may hold in his own name or in the name of a nominee for his own benefit, in any undertaking carrying on in Great Britain the business of coal mining or supplying coal, or the manufacture or sale of by-products of coal or machinery or plant for coal mining. The Chairman while he holds office shall not acquire for his own benefit any interest or shares or securities in any such undertaking, and if under any will or succession or otherwise he becomes entitled for his own benefit to any interest or shares or securities in any such undertaking, he shall sell or dispose of it or them within three months after he has become entitled thereto.

- (4) The Independent Chairman shall decide any question upon which the other members of the Committee shall not come to a unanimous decision at any meeting at which he is present."
8. Clause 13 shall be renumbered 14.
9. There shall be inserted the following new clause, that is to say:—
 "14A. The Board may enter into contracts with any persons for the purpose of facilitating the operation of the provisions of the Scheme.
10. Clauses 14 and 15 shall be renumbered 15 and 16 respectively.
11. Clause 16 shall have effect as if—
 (a) it were renumbered "17";
 (b) there were added at the end thereof the following words, that is to say:—
 "The members of any Committee may be paid such remuneration as the Board may determine."
12. Clause 17 shall be omitted.
13. Clause 18 shall have effect as if the word "succeeding" were omitted.
14. Clause 24 shall have effect as if the words "including the expenses of the meeting summoned under Clause 17 hereof" were omitted.
15. Clause 25 shall have effect as if in sub-clause (1) thereof the words "the first and" and the word "subsequent" were omitted.
16. Clause 29 shall have effect as if the proviso thereto were omitted.
17. Clause 32 shall have effect as if—
 (a) the words "of their decisions, and of the decisions of any of their Committees" were omitted; and
 (b) after the word "reached" there were inserted the words "of any decisions required by the Scheme to be so notified."
18. Clause 34 shall have effect as if the words "as soon as possible after the first election and subsequently" were omitted.
19. Clause 35 shall have effect as if the words "except for the purposes of Clauses 38 to 45 inclusive of the Scheme" were omitted.
20. Clause 37A shall have effect as if—
 (a) it were renumbered "38";
 (b) after the words "or supply" there were inserted the words "of coal"; and
 (c) for the words "for the purposes of any quota of coal or any class of coal for export supply or for inland supply" there were substituted the words "for any of the purposes of the Scheme."
21. Clause 38 shall have effect as if—
 (a) it were renumbered "39"; and
 (b) the words "determined according to the nature of the coal or of the trade, industry or other category of consumer supplied" were omitted.
22. Clause 39 shall be renumbered 40.
23. Clause 40 shall be omitted.
24. Clause 40A shall have effect as if—
 (a) it were renumbered "41";
 (b) for the word "tonnages" where the word appears for the first and second times there were substituted the word "tonnage";
 (c) the words "and supply" were omitted;
 (d) for the words "allocations are" there were substituted the words "allocation is";
 (e) after the word "monthly" where that word appears for the third, fourth and fifth times there were inserted the word "output";
 (f) the words "in respect of output or supply, as the case may be" were omitted;
 (g) the words "in so far as output standard tonnages are concerned" were omitted; and
 (h) the words "and in so far as all other standard tonnages are concerned to any matters relevant to such determination" were omitted.
25. Clause 41 shall have effect as if—
 (a) it were renumbered "42";
 (b) the words "in the case of any determination of standard tonnage in respect of output" were omitted; and
 (c) the words from "and in the case of" to the end of the Clause were omitted.
26. Clause 42 shall have effect as if—
 (a) it were renumbered "43"; and
 (b) the reference therein were to Clause 45 of the Scheme instead of to Clause 44.
27. Clause 43 shall be renumbered 44.
28. Clause 44 shall have effect as if—
 (a) it were renumbered "45"; and
 (b) the reference therein were to Clause 46 of the Scheme instead of to Clause 45.
29. For Clause 45 there shall be substituted the following clause, that is to say:—
 "46.—(1) Where any person purchases or otherwise acquires part of an undertaking, the Board shall determine the amounts of the annual standard tonnages of coal and any class of coal of the undertaking which relate to that part of the undertaking, having regard in such determination to the special circumstances of the undertaking. Subject as hereinafter provided those amounts shall be the annual standard tonnages of coal and that class of coal of that coal mine. The amounts so determined shall be deducted from the respective annual standard tonnages of the undertaking and the remainders shall be the respective annual standard tonnages of that part of the undertaking which has not been so acquired.
 (2) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking the annual standard tonnages of coal and any class of coal of that coal mine or the amounts determined under the last preceding sub-clause in respect of that part of the undertaking as the case may be, shall be added to the respective annual standard tonnages of coal and that class of coal of the coal mine previously belonging to such owner to constitute the annual standard tonnages of the undertaking."
30. Clause 46 shall have effect as if—
 (a) it were renumbered "47";
 (b) in sub-clause (1) thereof—
 (i) for the words "proportions", "quotas" and "tonnages" there were substituted the words "proportion", "quota" and "tonnage" respectively; and
 (ii) the words "or supplied by the Owner thereof, as the case may be" were omitted;
 (c) in sub-clause (6) thereof the words "or supplied as the case may be" were omitted.

31. Clause 47 shall have effect as if—

- (a) it were renumbered "48"; and
- (b) the words "the tonnage of coal disposed of for export supply and for inland supply respectively, including the output or supply of any class of coal for which a separate quota has been fixed" were omitted.

32. Clause 48 shall have effect as if—

- (a) it were renumbered "49";
- (b) the words "or the supply of" were omitted; and
- (c) in the proviso thereto—

(i) the words "or supply from" were omitted;

(ii) for the words "of or tonnage of coal supplied from the coal mine as the case may be" there were substituted the words "from the coal mine"; and

(iii) the reference were to Clause 50 of the Scheme instead of to Clause 49.

33. Clause 49 shall have effect as if—

- (a) it were renumbered "50";
- (b) the words "or export supply or inland supply" were omitted;

(c) the words "or supply" where those words appear for the first and third times were omitted;

(d) the words "of or supply" were omitted; and

(e) the reference were to "Clauses 86 and 88" of the Scheme instead of to "Clauses 77 and 78".

34. Clause 50 shall be renumbered 51.

35. For Clauses 51 to 60 inclusive there shall be substituted the following Clauses, that is to say:—

"Central Control of Sales.

52.—(1) The supply by Owners of coal from their coal mines shall be regulated by the issue of Consents by the Sales Committee.

The Committee may issue:—

(a) a Special Consent for the supply of coal in pursuance of an enquiry made therefor,

or

(b) a General Consent for the supply of coal in circumstances such that in the opinion of the Committee it is unnecessary, in order to avoid competition between Owners, that a Special Consent should be issued in respect of each enquiry for coal.

(2) Every Consent shall state:—

(a) the name of the Owner to whom it is issued;

(b) the maximum tonnage of coal, and the class or commercial description of coal, which may be supplied thereunder;

(c) the price below which the coal shall not be supplied, or the actual price at which the coal may be supplied, and the maximum discount, commission, or credit, which may be allowed by the Owner;

(d) the period within which the coal may be supplied, and any limitation upon the tonnages which may be supplied during any part of such period; and

(e) any special conditions of sale:

Provided that no General Consent shall be issued for the supply in any quarter (or such other period for which an allocation

is made to the District) of a tonnage of coal more than 10 per cent. of the supply tonnage, as defined in Clause 68 of the Scheme, of that Owner for that period.

(3) In addition—

(a) every Special Consent shall state the name of the customer to whom the coal may be supplied, and

(b) every General Consent shall state the class of customer to whom, or the markets in which, the coal may be supplied, and the maximum tonnage of coal which may be supplied to any customer.

(4) Any Consent for the supply of coal for resale by the customer may state:—

(a) the market or area in which the coal may be resold; and

(b) the price below which the coal may not be resold, and the maximum discount, commission, or credit, which may be allowed by the customer.

It shall be a term of the Consent that coal shall be supplied by the Owner thereunder only if the customer agrees to observe such conditions.

(5) No Owner shall supply or offer or agree to supply coal from his coal mine otherwise than under and in accordance with the terms of a Consent issued to him:

Provided that an Owner may supply coal without a Consent:—

(a) for use in working the coal mine;

(b) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed; and

(c) in accordance with the provisions of the Scheme for consumption in any excluded works of that Owner.

53.—(1) No Owner shall supply coal under a Consent so that the actual consideration received by him is less in value than the price stated in the Consent below which that coal shall not be supplied, or differs from the actual price at which that coal may be supplied, as the case may be; and in particular, no Owner shall make, allow, or give, or agree to make, allow, or give, any gift, discount, commission, rebate, extended credit or allowance in respect of the price, quantity or weight of the coal or otherwise, other than any discount, commission, or credit allowed by the Consent.

(2) No Owner shall without the consent of the Sales Committee supply any additional tonnage of coal, or make any allowance or reduction in price, in consequence of complaint by a customer in regard to short weight or the quality of coal in any consignment.

54. If any Owner receives an enquiry for the supply of coal from his coal mine for which a Special Consent is required he shall forthwith inform the Sales Committee thereof, stating by whom the coal is required, and giving particulars of the quantity and description of coal and the date for delivery thereof, and such other particulars as may be required by the Sales Committee.

55. The Sales Committee in prescribing conditions and giving Consents as hereby provided shall act fairly and equitably and shall have regard to the customers to whom and the markets in which each Owner has been accustomed to supply the coal from his

coal mine and generally to the goodwill of each Owner, with the object of ensuring that so far as reasonably practicable each Owner shall retain his customers and markets as in the year 1935.

56.—(1) Each Owner shall within seven days of entering into any contract or agreement for the supply of coal to which the consent of the Sales Committee has been given, supply to the Sales Committee particulars of such contract or agreement, stating the names and addresses of the parties thereto, the tonnage and the commercial description of coal to be supplied thereunder, the trade or industry for the purposes of which it was purchased, and the price per ton and any other information the Committee may require.

(2) Within fourteen days of the end of each month, every Owner shall supply to the Sales Committee such evidence of the tonnage of coal supplied by him during that month and of the price paid or payable therefor as the Committee shall prescribe.

(3) Within twenty-one days of the end of each quarter each Owner shall supply to the Sales Committee a certificate signed by a qualified Accountant that the prices recorded in the accounts of his undertaking in respect of every supply made by him during that period conform with the prices in relation thereto contained in the Consent relating thereto. For the purpose of this sub-clause, a "qualified Accountant" shall be one who is a member of one of the following bodies:—

The Institute of Chartered Accountants in England and Wales,

The Society of Incorporated Accountants and Auditors,

The Society of Accountants in Edinburgh,
The Institute of Accountants and Actuaries in Glasgow,

The Society of Accountants in Aberdeen,
The London Association of Certified Accountants Ltd.,

The Corporation of Accountants Ltd.

(4) If any part of the consideration payable for any coal supplied under a Consent has not been received by the owner by the due date, he shall inform the Sales Committee thereof, and shall take such steps as they may direct to enforce the contract. The costs and expenses of any proceedings directed by the Sales Committee shall be borne by the Owner concerned unless in the opinion of the Sales Committee such costs and expenses ought fairly and properly to be borne by the Board in which case on certificate to that effect from the Sales Committee, the Board shall indemnify such Owner in respect thereof.

Supply of Coal.

57.—(1) Any Owner who claims at any time to be the Owner of or to control or to be controlled by the Owner of any works and who desires to supply coal to those works shall notify the Board and shall give such information about those works and the connection between those works and his coal mine as the Board may require. If they consider any such claim established the Board shall declare that those works are excluded works of that Owner.

(2) If at any time an Owner proves to the satisfaction of the Board that he no longer either controls or is the Owner of or is controlled by the Owner of any excluded works or that the qualities of coal required by that works cannot be produced from his coal mine the Board shall declare that those works shall cease to be excluded works.

58.—(1) Where in pursuance of the provisions of Clause 57 of the Scheme the Board have declared any works to be excluded works of any Owner they shall, after consultation with him, forthwith determine the annual tonnage of coal which may be supplied in any year from his coal mine for consumption in his excluded works.

(2) Such annual tonnage shall be determined having regard to the tonnage of coal supplied from the coal mine during the year 1935 for consumption in those works and to the prospective demand for coal from the coal mine for consumption in those works.

(3) Any such annual tonnage may be varied by the Board at any time—

(a) if the prospective demand for coal from the coal mine for consumption in those works in any year differs from the annual tonnage in respect thereof; or

(b) if the Board declare that any other works are excluded works of that Owner or that any works cease to be excluded works of that Owner.

(4) Notice of any determination of any such annual tonnage of any coal mine shall forthwith be given to the Owner thereof.

(5) Each Owner may within seven days before the beginning of each month give notice in writing to the Board specifying the proportion of such annual tonnage which he desires to be allocated to that month and subject to the approval of the Board such allocation shall be the monthly tonnage which may be supplied from the coal mine of that Owner in that month for consumption in his excluded works. In default of such notice or if the Board do not approve the proportion specified in such notice the Board shall allocate such monthly tonnage as may be fair and equitable, and notice thereof shall forthwith be given to the Owner.

(6) The Sales Committee shall from time to time fix a price for each commercial description of coal supplied for consumption in any excluded works, below which price that description of coal shall not be so supplied.

Such prices shall be fixed having regard to the prices prevailing in the district for coal of those or similar commercial descriptions.

(7) Any Owner shall upon notice given to him by the Board furnish in writing within the period specified in the notice any information the Board may require to assist them in any determination of such annual or monthly tonnages.

59.—(1) The Board shall as soon as possible after the 1st August, 1936, allocate to each Owner a percentage (hereinafter referred to as a "Sales Percentage") in respect of the coal to be supplied by him from his coal mine on and after that date. The Sales Percentage of an Owner shall (subject as hereinafter provided) be the proportion which the tonnage of the coal supplied by him from his coal mine during the

year 1935 bears to the tonnage of the coal supplied from all the coal mines in the district during that year:

Provided that the Board may allocate separate Sales Percentages in respect of any class of coal and the Sales Percentage for any class allocated to any Owner shall (subject as hereinafter provided) be the proportion which the tonnage of the coal belonging to the class in question supplied by him during the year 1935 bears to the tonnage of the coal belonging to that class supplied by all the Owners during that year:

Provided also that in calculating and allocating any Sales Percentages any tonnage of coal supplied for the purposes specified in the proviso to Clause 52 (5) of the Scheme shall be excluded.

(2) In allocating any Sales Percentage of any Owner the Board shall give effect to any facts which make it just and equitable that it should be either greater or less than the proportion referred to in the preceding sub-clause, and in particular shall have regard to any strike, lock-out, accident or other cause beyond the control of the Owner which prevented or restricted the supply of coal from his coal mine during the year 1935.

60.—(1) The Sales Percentages allocated by the Board under the last preceding Clause or awarded upon arbitration as hereinafter provided shall come into operation upon the 1st day of August, 1936, and shall remain in force without revision except in the manner hereinafter provided.

(2) If the operation of the Act be extended beyond the 31st day of December, 1937, the Board shall before the 1st day of December, 1937, and subsequently before the first day of December in each second year make any revision of the Sales Percentages of each Owner required on the ground that the Owner has persistently failed to supply coal in pursuance of Consents issued to him or has persistently requested the Sales Committee not to issue Consents to him.

(3) The Sales Percentages allocated by the Board under the last sub-clause or awarded upon arbitration as hereinafter provided shall come into operation on the 1st day of January, 1938, and subsequently on the 1st day of January in each second year and shall, subject to the provisions of the next following Clause, remain in force without revision for a period of two years.

(4) Forthwith upon any allocation of Sales Percentages under Clause 59 or this Clause the Board shall send a notice of all such Sales Percentages allocated to each Owner. If any Owner refers any such allocation to arbitration, notice of such reference shall forthwith be sent by the Board to every Owner. The corresponding Sales Percentage of every Owner shall thereupon be referred to arbitration and the Arbitrator shall determine such Sales Percentage of each Owner.

61.—(1) If at any time after the first day of January, 1935,

(a) a new colliery has been or shall be opened; or

(b) the working of any colliery has been or shall be recommenced following any abandonment or discontinuance of working, the Board may from time to time during a period of three years from the opening or reopening of the colliery (if such colliery forms part of an undertaking, allocate the Sales Percentage of the Owner of the undertaking, or (if such colliery does not form part of an undertaking) allocate the Sales Percentage of the Owner. Every such allocation shall be made having regard to the development of the colliery and all other relevant circumstances and to the interests of the other Owners.

(2) Where any person purchases or otherwise acquires part of an undertaking the Board shall determine the portion of the Sales Percentage in respect of the undertaking which relates to that part of the undertaking and subject as hereinafter provided such portion shall be the Sales Percentage of that person. The portion so determined shall be deducted from the Sales Percentage in respect of the undertaking and the remainder shall be the Sales Percentage of the Owner of that part of the undertaking which has not been so acquired.

(3) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking, the Board shall determine the portion of the Sales Percentage of the Owner of that coal mine or of the portion determined under the last preceding sub-clause in respect of that part of the undertaking as the case may be, which shall be added to the Sales Percentage previously allocated to such Owner. Such portions shall be determined having regard to all relevant circumstances including the probable working life of the coal mine or part of an undertaking so acquired.

62.—(1) If, in pursuance of the provisions of Clause 57 of the Scheme, the Board at any time after the 1st day of August, 1936, declare any works to which an Owner supplied coal from his coal mine during the year 1935, to be an excluded works of that Owner, they shall adjust the appropriate Sales Percentage of that Owner having regard to the tonnage of coal supplied in that year to those works.

(2) If, in pursuance of the provisions of Clause 57 of the Scheme, the Board, at any time after the 1st day of August, 1936, declare that any works to which an Owner supplied coal from his coal mine during the year 1935, has ceased to be an excluded works of that Owner, they shall adjust the appropriate Sales Percentage of that Owner, having regard to all relevant circumstances and to the interests of the other Owners.

63.—(1) Upon a reduction being made in the Sales Percentage of an Owner any portion thus made available shall be distributed among the Sales Percentages of the other Owners in the ratio which those Percentages bear to one another and upon an increase being made in the Sales Percentage of an Owner or in the case of the first allocation of a Sales Percentage to any owner under the provisions of Clause 59, any portion required for such increase or allocation shall be taken away from the Sales Percentages of other Owners in the like ratio:

Provided that—

(i) where the Sales Percentage of an Owner which has been reduced or increased as the case may be, was allocated in respect of coal belonging to a particular class, the provisions of this sub-clause relating to the Sales Percentages of other Owners shall be deemed to refer only to the Sales Percentages allocated to them in respect of coal belonging to that class;

(ii) this sub-clause shall not apply to alterations made on a revision of Sales Percentages under sub-clause (2) of Clause 60.

(2) A revision of all or any of the Sales Percentages under the provisions of this clause shall take effect as from the commencement of the next following quarter.

64.—(1) Immediately upon a revision of any or all of the Sales Percentages the Board shall give notice in writing of the result of the revision thereof to the Owner or Owners concerned.

(2) If any Owner is dissatisfied with any Sales Percentage allocated to him under the Scheme or with any alteration thereof, he may give notice of objection to the Board at any time within fourteen days of notice of such allocation or alteration being given to him as aforesaid, and the Board shall thereupon reconsider the matter and deliver their decision thereon within twenty-eight days of such notice of objection.

65.—(1) Within 10 days of the close of each calendar quarter the Board shall ascertain from each Owner the tonnage of coal and of any class of coal in respect of which separate Sales Percentages have been allocated, supplied from his coal mine during that quarter otherwise than for the purposes specified in the proviso to Clause 52 (5) of the Scheme.

(2) The Board shall apply to the total of the tonnage or tonnages so ascertained the Sales Percentage in respect of coal or of that class of coal as the case may be of each Owner, and the resultant amounts shall, subject to the following provisions, be the respective Trade Shares of coal or of that class of coal of the Owners concerned for that quarter.

(3) (a) If during any quarter an Owner shall have so supplied a tonnage of coal or of that class of coal in excess of his relevant Trade Share he shall pay to the Board the sum of five shillings in respect of each ton of such excess.

(b) If during any quarter an Owner shall have so supplied a tonnage of coal or of that class of coal which falls short of his relevant Trade Share the Board shall pay to him the sum of five shillings in respect of each ton of such deficiency.

(c) No compensation shall be payable in respect of a deficiency or part thereof due to a request to the Sales Committee by the Owner not to issue any Consent to him, or to the failure of the Owner to supply the tonnage of coal for which any Consent relating to the supply within such quarter has been issued to him, unless he shall satisfy the Board that, having taken all reasonable steps so to supply, such failure was caused by his inability (otherwise than by reason

of any strike, lock-out, or accident) to supply coal in accordance with the terms of the Consent:

Provided that any tonnage in respect of which no compensation is payable under the provisions of this paragraph shall be divided in the proportions of the Sales Percentages in respect of coal or that class of coal of the other Owners and the tonnage thus determined for each Owner shall be added to the Trade Share thereof calculated under sub-clause (2) of this Clause for that quarter.

(d) In calculating any excess or deficiency in respect of coal an allowance shall be made for any excess or deficiency as the case may be in respect of any class of coal to the intent that payment shall not be made twice in respect of the same tonnage of coal.

(4) The Board may from time to time vary the rate of the payments referred to in the preceding sub-clause:

Provided that—

(i) any such variation shall apply equally to payments whether made by or to the Board;

(ii) the amount shall not be less than 5s. per ton;

(iii) notice in writing of any such variation shall be given to all Owners before the commencement of the period in which such variation is to operate.

(5) The Board shall after the end of each quarter send an account to each Owner showing the sums due to or from that Owner under the provisions of this Clause. The balance of such amounts shall be paid by the Board or the Owner, as the case may be, forthwith.

(6) For the purposes of this Clause in relation to the quarter ending 30th September, 1936, "quarter" means the period of two months ending on that day.

66.—(1) The Sales Committee shall from time to time and as early as possible in each month inform each Owner of the total tonnage of coal produced in the District, which the Committee anticipate will be supplied (otherwise than coal supplied—

(a) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed;

(b) for use in working the coal mine; and

(c) in accordance with the provisions of the Scheme, for consumption in any excluded works)

from all the coal mines during that month.

(2) As soon as possible after the end of each week the Sales Committee shall inform each Owner of the total tonnage of coal produced in the District supplied (otherwise than coal supplied—

(a) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed;

(b) for use in working the coal mine; and

(c) in accordance with the provisions of the Scheme, for consumption in any excluded works)

from all the coal mines during that week.

67. On or before the 1st day of August, 1936, each Owner shall give to the Sales Committee particulars of all agreements made before the 1st day of August, 1936, under which coal from his coal mine is to be supplied after that date (other than agreements in respect of which no Consent is required), and the Committee shall issue a Consent enabling such coal to be supplied in accordance with the agreement:

Provided that in calculating the tonnage of coal to be so supplied the Committee may exclude any tonnage of coal which may be supplied at the option of the Owner.

68. Before the commencement of each quarter, or other period for which a supply Allocation is made to the District, the Board shall inform each Owner of his share of that Allocation (hereinafter referred to as "supply tonnage"). Such supply tonnage shall be determined by the application of the Sales Percentage of each Owner to such Allocation. No Owner shall be entitled to supply in the manner to which the Allocation relates in any quarter or other period a tonnage in excess of his supply tonnage:

Provided that arrangements may be made by any two Owners whereby any supply tonnage of one of them may be exceeded during any period by an amount by which the other Owner may agree to reduce his corresponding supply tonnage during the same period. If the Owner who has agreed to reduce any supply tonnage under such an arrangement exceeds the limit to which it should have been so reduced during the period in question, he shall be deemed for the purposes of Clause 87, to have exceeded such supply tonnage by the excess over such agreed limit. Notice of any such arrangement must be given to the Secretary by the Owners concerned within 24 hours of the making of the arrangement.

Maintenance of Quality.

69.—(1) Every Owner shall clean and prepare for the market coal of each commercial description in such a manner as to maintain the standard of quality of coal of that commercial description (supplied otherwise than to excluded works during the year 1935), and the Board may formulate a reasonable specification for any commercial description of coal for the purpose of testing that the standard is maintained.

(2) No Owner shall, without the consent of the Board, which shall not be unreasonably withheld, alter the methods employed in the preparation for the market of any coal produced from his coal mine.

(3) The Sales Committee in fixing in any Consent the price below which any coal shall not be supplied or the actual price at which any coal may be supplied, shall have regard to any alteration in the methods employed in the preparation of that coal for the market, and any consequent improvement or deterioration in the quality of that coal."

36. Clause 61 of the Scheme shall have effect as if—

(a) it were renumbered "70"; and

(b) the words "At the General Meeting called in pursuance of Clause 17 of the Scheme" were omitted.

37. Clauses 62 to 68 shall be renumbered 71 to 77 respectively.

38. For Clause 69 there shall be substituted the following Clause, that is to say:—

"78. There shall be discharged out of the District Fund all expenses properly incurred, and all liabilities falling to be discharged by the Board or any person on behalf of the Board."

39. Clause 70 shall be renumbered 79.

40. Clause 71 shall be renumbered 80 and shall have effect as if the reference therein were to Clause 18 of the Scheme instead of to Clause 17.

41. Clause 72 shall be renumbered 81.

42. Clause 73 shall have effect as if—

(a) it were renumbered "82";

(b) before the word "return" there were inserted the word "statement"; and

(c) there were added at the end thereof the following words:—

"and (b) allow any person authorised by the Board or by the Sales Committee to inspect and take samples of coal of any commercial description supplied from his coal mine, and any seam from which such coal is obtained and to inspect any process used in the preparation of such coal and the weighing and despatch thereof."

43. Clauses 74 to 76 shall be renumbered 83 to 85 respectively.

44. Clause 77 shall have effect as if—

(a) it were renumbered "86";

(b) the words "or supplies or allows to be supplied a tonnage of coal or any class of coal for export supply or for inland supply" were omitted;

(c) the references therein were to Clauses 49 and 50 of the Scheme instead of to Clauses 48 and 49; and

(d) paragraph (ii) of the proviso thereto were omitted.

45. There shall be inserted the following new Clause, that is to say:—

"87. Any Owner who, during any quarter or other period for which supply allocations may be made to the District, supplies in a manner to which a supply tonnage relates, a tonnage of coal in excess of that permitted by his supply tonnage (after allowing for any arrangement under the proviso to Clause 68) shall pay to the Board, on demand, a penalty in respect of each ton or part of a ton of such excess of such amount as the Board shall determine, but not exceeding the amount per ton as is prescribed for the time being under rules made under the Central Scheme for exceeding the corresponding allocation to the District:—

Provided that until the coming into force of such rules the penalty shall not exceed 3s. per ton."

46. Clause 78 shall have effect as if—

(a) it were renumbered "88"; and

(b) the words "or export supply or inland supply of coal or any class of coal" were omitted.

47. For Clauses 79 and 80 there shall be substituted the following Clause, that is to say:—

"89. Any Owner who omits to render any statement, return, account or other information required or prescribed under the provisions of the Scheme within such time as

may be specified in writing and notified to such Owner by the Secretary shall, unless the Board are satisfied that there was reasonable cause for such omission, pay to the Board in respect of each day of such default a sum not exceeding £20."

48. Clause 81 shall have effect as if—

(a) it were renumbered "90";

(b) in paragraph (i) thereof before the word "return" there were inserted the word "statement,"; and

(c) in paragraph (ii) thereof for the words "to the Board that they" there were substituted the words "that the Board".

49. There shall be inserted the following new Clause, that is to say:—

"91.—(1) Any Owner who refuses to an Inspector duly appointed by the Board such access to any part of his undertaking, or such facilities for the inspection thereof, or such information, as may be necessary for the fulfilment of his duties, shall pay to the Board in respect of such refusal a penalty of £20 in respect of each day during which such refusal continues.

(2) Subject to the proviso to Clause 52 (5) of the Scheme, any Owner who supplies or offers or agrees to supply coal otherwise than under and in accordance with the terms of a Consent shall pay to the Board on demand a penalty at the rate of 10s. (ten shillings) per ton or each part thereof so supplied or offered or agreed to be supplied:

Provided that in no such case shall the penalty be less than £50.

(3) Any Owner who fails to comply with any provision of the Scheme or with any decision of the Board or of the Sales Committee for failure to comply with which no specific penalty is provided under the Scheme, shall pay to the Board in respect of each such failure a penalty of £50:

Provided that the Board may wholly remit such penalty if they are satisfied that compliance with such provision or direction was not reasonably practicable by reason of any strike, lock-out, accident or other cause beyond the control of the Owner in question."

50. Clause 82 shall have effect as if—

(a) it were renumbered "92";

(b) for the words "by the Board under Clauses 77, 79, 80 or 81 of" there were substituted the word "under"; and

(c) the reference in the proviso thereto were to Clause 94 of the Scheme instead of to Clause 84.

51. Clause 83 shall have effect as if—

(a) it were renumbered "93"; and

(b) the references therein were to Clauses 37, 44 and 64 of the Scheme instead of to Clauses 37, 43 and 55.

52. Clauses 84 and 85 shall be renumbered 94 and 95 respectively.

53. Clause 86 shall have effect as if—

(a) it were renumbered "96";

(b) after the word "District" where that word appears for the first time there were inserted the words "(hereinafter referred to as "General Arbitrators"))"; and

(c) after word "Scheme" there were inserted the words "(other than a dispute arising out of the provisions of Clauses 52 to 56 inclusive and sub-clause (6) of Clause 58)."

54. Clause 87 shall have effect as if—

(a) it were renumbered "97";

(b) after the word "Scheme" where that word appears for the second time there were inserted the words "(save as excepted in Clause 96)";

(c) for the words "arbitrators constituting the panel of arbitrators for the District" there were substituted the words "General Arbitrators"; and

(d) in the first proviso thereto—

(i) after the word "arbitrator" where that word appears for the first time there were inserted the words "or arbitrators"; and

(ii) after the word "arbitrator" where that word appears for the second time there were inserted the words "or arbitrators from the panel".

55. There shall be inserted the following new Clauses, that is to say:—

"98. The Board shall prepare and submit for approval to the President of the Birmingham Chamber of Commerce a panel of arbitrators (hereinafter referred to as "Sales Arbitrators") for the District to one or more of whom any dispute arising out of the provisions of Clauses 52 to 56 inclusive and sub-clause (6) of Clause 58 may be referred. Such panel shall consist of persons conversant with the production and distribution of coal and shall not include any person who is financially interested in the ownership or working of any coal mine or any concern comprising coal mines situate in the District or in the distribution of coal raised in the District or any person who is acting in a secretarial or advisory capacity to any association or other body for regulating the production, supply or sale of coal; and in any case a person who has at any time been professionally employed by or on behalf of an Owner in respect of any coal mine shall not be eligible to act as arbitrator in any reference to which such Owner is a party.

99. Any Owner claiming arbitration under the last preceding Clause (hereinafter referred to as "the Complainant") shall be entitled to refer the matter for decision to such one or more of the Sales Arbitrators as he may select in agreement with the Board:

Provided that—

(i) at the request either of the Complainant or of the Board, where there is more than one arbitrator, one of them may be a Solicitor selected from the panel of Arbitrators referred to in Clause 97;

(ii) when the Complainant and the Board are unable to agree on the selection of a Sales Arbitrator or Arbitrators the Secretary of the Central Council shall select an arbitrator or arbitrators from the panel or panels as the case may be;

(iii) a request for reference of such a matter for decision of a Sales Arbitrator or Sales Arbitrators shall be made within

seven days of the Complainant being notified of the act or decision complained of (unless the arbitrator or arbitrators shall, for good cause shown, extend such period) and the arbitration shall take place and the Award be given if possible within ten days of the receipt of such request; and

(iv) notice of such arbitration shall be given by the Sales Committee to any other Owner who is in their opinion concerned in the question."

56. Clauses 88 and 89 shall be renumbered 100 and 101 respectively.

57. Clause 90 shall have effect as if—

(a) it were renumbered "102";

(b) for the words "of the Board in the matter" there were substituted the words "of the Board or other persons having functions under the Scheme"; and

(c) the reference therein were to Clause 92 of the Scheme instead of to Clause 82.

58. Clause 91 shall have effect as if—

(a) it were renumbered "103";

(b) after the words "of the Board" there were inserted the words "or other persons having functions under the Scheme"; and

(c) for the words "by the Board" there were substituted the words "by the persons making the same".

59. Clause 92 shall have effect as if—

(a) it were renumbered "104"; and

(b) after the word "Board" there were inserted the words "and of any Committee".

60. Clause 93 shall have effect as if—

(a) it were renumbered "105"; and

(b) the reference therein were to Clauses 75 and 76 of the Scheme instead of to Clauses 66 and 67.

61. Clause 94 shall have effect as if—

(a) it were renumbered "106"; and

(b) the reference therein were to Clauses 75 and 76 of the Scheme instead of to Clauses 66 and 67.

62. Clause 95 shall be renumbered 107.

63.—(A) Notwithstanding the repeal hereby made of Clauses 51 to 60 (inclusive) and Clause 79 such clauses shall remain in full force and effect as regards coal supplied or shipped after the date when the amendments hereby made come into force under contracts made before such date.

(B) The amendments hereby made in the Scheme shall not—

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

(ii) affect any liability or penalty resulting from any contravention of or failure to comply with any of the provisions of the Scheme which took place before the date when the amendments hereby made came into force.

(C) All such investigations, legal and other proceedings may be had, instituted and continued and notices served as may be necessary or proper for the purpose of enforcing any liability or recovering any penalty resulting as aforesaid and so far as relates to such investigations legal and other proceedings and notices such of the provisions of the Scheme as are hereby amended or repealed shall remain in force.

COAL MINES ACT, 1930.

THE FOREST OF DEAN DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by subsection (4) of Section 3 of the said Act, the Board of Trade have made the Forest of Dean District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the Forest of Dean District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I of the Schedule to the said Order in addition to the matters mentioned in subsections (2) and (3) of the said Section 3 and for the matters specified in Part II of the said Schedule in substitution for the matters mentioned in paragraphs (a), (e) and (f) of subsection (2) of the said Section 3;

And whereas it is provided by Clause 33 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 33 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme:

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the Forest of Dean District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and prescribe the 1st day of August, 1936, as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said 1st day of August, and any Owner is required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 27th day of July, 1936.

Harry Crookshank,

Secretary for Mines.

Board of Trade,
Mines Department,
Dean Stanley Street,
Millbank, London, S.W.1.

27th day of July, 1936.

SCHEDULE.

The Forest of Dean District (Coal Mines) Scheme, 1930, shall be amended in the following manner:—

1. Clause 2 shall have effect as if the definitions of the following terms were omitted:—

"Majority Owners",
"Minority Owners",

"Export Supply",
 "Inland Supply", and
 "The customary shipping places of the District".

2. Clause 3 shall have effect as if in sub-clause (2) thereof after the word "regulated" there were inserted the words "and facilitated".

3. Clause 4 shall have effect as if—

(a) after the word "regulating" there were inserted the words "and facilitating"; and

(b) for the words "and the supply and sale of such coal in the District" there were substituted the words "in the District and the supply and sale of such coal".

4. Clause 5 shall have effect as if—

(a) in sub-clause (1) thereof—

(i) for the word "fifteen" there were substituted the words "not more than fifteen and not less than seven"; and

(ii) the proviso thereto were omitted;

(b) for sub-clause (2) thereof there were substituted the following sub-clause, that is to say:—

"(2) Each member of the Board may nominate a person to act in case of need as a substitute for such member, and, in the event of any member of the Board being unavoidably prevented from attending any meeting of the Board his substitute so nominated may attend and take part in the meeting in the place of such member. Notice of any such nomination shall be given to the Secretary forthwith." and

(c) in sub-clause (3) thereof—

(i) the words "first and every succeeding" and "including such substitutes as aforesaid" were omitted; and

(ii) the reference were to Clause 28 of the Scheme instead of to Clause 29.

5. For Clause 6 there shall be substituted the following Clause, that is to say:—

"6. All the members of the Board shall retire at the annual general meeting next following their election, but they shall be eligible for re-election."

5A. Clause 10 shall have effect as if for the word "seven" there were substituted the word "five".

6. Clause 11 shall have effect as if the proviso thereto were omitted.

7. For Clause 12 there shall be substituted the following Clause, that is to say:—

"12. In addition to those Committees of which the appointment is specifically provided in the Scheme, the Board may appoint Committees from time to time from among their own members or otherwise for such purposes as they shall think fit:

Provided that any decision of a Committee shall be subject to the approval of the Board unless the powers of the Board to make such a decision are delegated to the Committee."

8. Clause 13 shall have effect as if—

(a) after the word "and" where that word appears for the first time there were inserted the words "subject to the provisions of the Schedule hereto"; and

(b) after the word "officers" there were inserted the words "agents or servants".

9. Clause 14 shall have effect as if for the word "Sub-Committee" there were substituted the word "Committee".

10. Clause 15 shall have effect as if for the word "Sub-Committees" there were substituted the word "Committees".

11. Clause 16 shall have effect as if—

(a) for the word "Sub-Committees" there were substituted the word "Committees";

(b) after the word "officers" there were inserted the words "agents or servants"; and

(c) after the word "owners" there were inserted the words "and any remuneration of the members of the Selling Committee".

12. For Clauses 17 and 18 there shall be substituted the following Clause, that is to say:—

"17. An annual general meeting of Owners shall be held in each year on a date to be fixed by the Board. Each such annual general meeting shall be held not more than fifteen months after the date of the last preceding annual general meeting."

13. Clauses 19 to 23 shall be renumbered 18 to 22 respectively.

14. Clause 24 shall have effect as if—

(a) it were renumbered "23"; and

(b) the words "including the expenses of the meeting summoned under Clause 17 of the Scheme" were omitted.

15. Clause 25 shall have effect as if—

(a) it were renumbered "24"; and

(b) in sub-clause (1) thereof the words "the first and" and "subsequent" were omitted.

16. Clauses 26 to 28 shall be renumbered 25 to 27 respectively.

17. Clause 29 shall have effect as if—

(a) it were renumbered "28"; and

(b) the proviso thereto were omitted.

18. Clauses 30 and 31 shall be renumbered 29 and 30 respectively.

19. Clause 32 shall be omitted.

20. Clause 33 shall have effect as if—

(a) it were renumbered "31"; and

(b) in paragraph (a) of the proviso thereto the reference were to Clause 28 of the Scheme instead of to Clause 29.

21. For Clauses 34 to 37 there shall be substituted the following Clauses, that is to say:—

Supply of Coal by Owners.

"32. On and after the 1st day of August, 1936, no owner shall supply coal from his coal mine otherwise than to or to the order of the Board:

Provided that an owner may supply coal—

(a) for use in working the coal mine;

(b) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed; and

(c) for consumption in any excluded works of that owner as hereinafter defined.

Excluded Works.

33.—(1) Any Owner who claims at any time to be the owner of or to control or to be controlled by the owner of any works

and who desires to supply coal from his coal mine to those works shall notify the Board and shall give such information about those works and the connection between those works and his coal mine as the Board may require. If they consider any such claim established the Board shall declare that those works are excluded works of that owner for the purposes of the Scheme.

(2) If at any time an owner proves to the satisfaction of the Board that he no longer controls or is the owner of or is controlled by the owner of any excluded works or that the qualities of coal required by those works cannot be produced from his coal mine the Board shall declare that those works shall cease to be excluded works.

34.—(1) Where in pursuance of the provisions of Clause 33 of the Scheme the Board have declared any works to be excluded works of any Owner they shall forthwith determine the annual tonnage of coal which may be supplied in any year from the coal mine of that owner for consumption in his excluded works.

(2) Such annual tonnage shall be determined having regard to the tonnage of coal supplied from the coal mine during the year ended 30th June, 1936, for consumption in those works and to the prospective demand for coal from the coal mine for consumption in those works.

(3) Any such annual tonnage may be varied by the Board at any time—

(a) if it appears to the Board that the prospective demand for coal from the coal mine for consumption in those works in any year differs from the annual tonnage in respect thereof; or

(b) if the Board declare that any other works are excluded works of that Owner or that any works cease to be excluded works of that Owner.

(4) Notice of any determination of any such annual tonnage of any coal mine shall forthwith be given to the Owner thereof.

(5) Each Owner may within seven days before the beginning of each month give notice in writing to the Board specifying the proportion of such annual tonnage which he desires to be allocated to that month and subject to the approval of the Board such allocation shall be the monthly tonnage which may be supplied from the coal mine of that Owner in that month for consumption in his excluded works. In default of such notice or if the Board do not approve the proportion specified in such notice the Board shall allocate such monthly tonnage as may be fair and equitable, and notice thereof shall forthwith be given to the Owner.

(6) Any Owner shall upon notice given to him by the Board furnish in writing within the period specified in the notice any information the Board may require to assist them in any determination of such annual or monthly tonnages.

Sale of Coal by the Board.

35.—(1) The Board may do all things necessary or expedient for the purchase by them of coal from the Owners and for the

proper and efficient conduct of the sale of such coal and without prejudice to the generality of such powers may—

(a) acquire any land, premises or plant required for such purposes, and dispose of any land, premises or plant held by them not then so required;

(b) acquire or arrange for the provision of any trucks, wagons, lorries, barges or other vehicles or vessels for the transport of coal and dispose of any such vehicles or vessels;

(c) enter into agreements with any persons or bodies of persons relating to the terms and conditions of the supply or sale of coal whether produced in the District or elsewhere; and

(d) grant loans to any owner in respect of any increase of the stocks of coal normally held by him.

(2) The Board shall appoint a Selling Committee who may be members of the Board or other persons, and who may be paid such remuneration as the Board may determine, and the Board may delegate to such Committee subject to such restrictions and conditions as they think fit, such functions relating to the sale of coal (in addition to the functions expressly provided in the Scheme) as in their opinion would be better regulated or managed by such Committee.

(3) The Board may exercise the functions specified in this Clause under the name of Forest of Dean Collieries.

Classification and Minimum Prices.

36.—(1) The Board shall allocate the coal produced at the coal mines into classes and fix a minimum price per ton of twenty hundredweights for each class of coal, below which price coal of that class shall not be sold or supplied by Owners to excluded works or by the Board:

Provided that the Board may fix different minimum prices for any class of coal for supply to or for re-sale or consumption in different areas or places.

(2) The Selling Committee shall submit for the approval of the Board a classification and minimum prices in accordance with the preceding sub-clause.

(3) From time to time upon application by any owner or upon the recommendation of the Selling Committee the Board may revise such classification or any minimum price as may appear to them desirable.

(4) Any classification or minimum price fixed by the Board shall forthwith be communicated to the Owners concerned.

(5) If any Owner is dissatisfied with any classification made by the Board or with any minimum price fixed for the time being by the Board in respect of any coal or class of coal supplied by that Owner to an excluded works, he may give notice of objection to the Board at any time and the Board shall thereupon reconsider the matter and deliver their decision thereon without delay.

37. As from the date when any minimum price is fixed by the Board for any class of coal under the provisions of the Scheme, neither an Owner supplying coal of that class to an excluded works nor the Board shall, either directly or indirectly—

(i) sell or supply the coal at a price below the appropriate 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 appropriate 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."

22. Clause 38 shall have effect as if—

(a) in sub-clause (1) thereof—

(i) the words "Before the first day of December, 1934, and subsequently in the month of December in each year" were omitted;

(ii) after the word "shall" there were inserted the words "from time to time";

(iii) for the words "annual standard tonnages" there were substituted the words "the annual standard tonnage"; and

(iv) the words "(b) coal for inland supply and (c) coal for export supply" were omitted; and

(b) in sub-clause (2) thereof—

(i) for the word "tonnages" there were substituted the word "tonnage"; and

(ii) the words "determined according to the nature of the coal or of the trade, industry or other category of consumer supplied" were omitted.

23. Clause 39 shall be omitted.

24. Clause 40 shall have effect as if—

(a) it were renumbered "39";

(b) in sub-clause (1) thereof—

(i) the words "output of" where those words appear for the first time were omitted;

(ii) after the words "economic working" there were inserted the word "and"; and

(iii) the words from "and in the case of the first determination" to the end of the sub-clause were omitted; and

(c) sub-clause (2) thereof were omitted.

25. Clause 41 shall have effect as if—

(a) it were renumbered "40";

(b) after the word "tonnage" there were inserted the word "thereof"; and

(c) the words from "of his coal mine in respect of output" to the end of the Clause were omitted.

26. For Clauses 42 to 45 inclusive there shall be substituted the following Clauses, that is to say:—

"41. Subject as hereinafter provided any Owner may at any time apply to the Board for a revision of the annual standard tonnage of coal or any class of coal of his coal mine on the ground that the special circumstances of that coal mine have changed and the Board shall determine such annual standard tonnage having regard to those circumstances.

42.—(1) If any Owner refers any determination of the annual standard tonnage of coal of his coal mine made under Clauses 38 and 41 of the Scheme to arbitration, notice of such reference shall forthwith be sent by the Board to every owner. The annual standard

tonnage of coal of every coal mine shall thereupon be referred to arbitration and the arbitrator shall determine the annual standard tonnage of coal of each coal mine.

(2) For a period of twelve calendar months, calculated from the first day of the month following that in which the award of the arbitrator is made, the annual standard tonnages of coal thus determined shall, subject to the provisions of Clause 44 of the Scheme, remain in force without revision.

43. Forthwith upon any determination of the annual standard tonnages of coal or any class of coal of any coal mine the Board shall send a notice of such standard tonnages to the Owner of that coal mine and in the case of any determination of the annual standard tonnage of coal under Clause 41 of the Scheme such notice shall also be sent to all the other Owners.

44.—(1) Where any person purchases or otherwise acquires part of an undertaking, the Board shall determine the amounts of the annual standard tonnages of coal and any class of coal of the undertaking which relate to that part of the undertaking, having regard in such determination to the special circumstances of the undertaking. Subject as hereinafter provided those amounts shall be the annual standard tonnages of coal and that class of coal of that coal mine. The amounts so determined shall be deducted from the respective annual standard tonnages of the undertaking and the remainders shall be the annual standard tonnages of that part of the undertaking which has not been so acquired.

(2) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking the annual standard tonnages of coal and any class of coal of that coal mine or the amounts determined under the last preceding sub-clause in respect of that part of the undertaking, as the case may be, shall be added to the annual standard tonnages of coal and that class of coal of the coal mine previously belonging to such Owner to constitute the annual standard tonnages of the undertaking."

27. Clause 46 shall have effect as if—

(a) it were renumbered "45";

(b) in sub-clause (1) thereof—

(i) for the words "proportions", "quotas" and "tonnages" there were substituted the words "proportion", "quota" and "tonnage" respectively; and

(ii) the words "or which may be supplied by the Owner thereof, as the case may be" were omitted;

(c) in sub-clause (7) thereof the words "or supplied, as the case may be" were omitted; and

(d) sub-clause (8) thereof were omitted.

28. Clause 47 shall have effect as if—

(a) it were renumbered "46";

(b) for the words "quotas are" there were substituted the words "quotas have been"; and

(c) the words "the tonnage of coal disposed of for export supply and for inland supply, respectively" and the words "or supply, as the case may be" were omitted.

29. Clause 48 shall have effect as if—

(a) it were renumbered "47";

(b) the words "or the supply of" were omitted; and

(c) the proviso thereto were omitted.

30. For Clauses 49 to 59 inclusive there shall be substituted the following Clauses, that is to say:—

Basic Tonnages.

"48.—(1) Before the 1st day of August, 1936, the Board shall determine the annual basic tonnage of every coal mine.

Subject as hereinafter provided such annual basic tonnage shall be the mean of the tonnages of coal supplied during the years 1934 and 1935 from that coal mine, after deduction of the tonnages of coal supplied in those years for the purposes specified in the proviso to Clause 32 of the Scheme:

Provided that the Board shall make a special addition in respect of any strike, lock-out or accident which prevented or restricted the supply of coal in either of those years from that coal mine equal to the additional tonnage which, in the opinion of the Board, would have been supplied from that coal mine but for that strike, lock-out or accident;

Provided further, that in any case where the Board consider that the annual basic tonnage so calculated does not fairly represent the trade of any coal mine they may make such special addition or deduction as is fair and equitable.

(2) The annual basic tonnages thus determined by the Board or awarded upon arbitration as hereinafter provided shall come into operation upon the 1st day of August, 1936, and shall remain in force without revision except in the manner hereinafter provided.

(3) If the operation of the Act be extended beyond the 31st day of December, 1937, the Board shall before the 1st day of December, 1937, and subsequently before the 1st day of December in each year make any revision of the annual basic tonnage of each coal mine required on the ground that the Owner has persistently failed to supply such quantities of coal as the Selling Committee direct or has persistently requested the Selling Committee not to direct supply.

(4) The annual basic tonnages determined by the Board under the last preceding sub-clause or awarded upon arbitration as hereinafter provided shall come into operation on the 1st day of January, 1938, and subsequently on the 1st day of January in each year and shall, subject to the provisions of the next following Clause, remain in force without revision during that year.

(5) Forthwith upon any determination of annual basic tonnages under this Clause the Board shall send a notice of all such basic tonnages determined to each Owner. If any Owner refers any such determination to arbitration, notice of such reference shall forthwith be sent by the Board to every Owner. The annual basic tonnage of every coal mine shall thereupon be referred to arbitration and the arbitrator shall determine the annual basic tonnage of each coal mine.

49.—(1) If at any time after the 1st day of January, 1933—

(a) a new colliery has been or shall be opened, or

(b) the working of any colliery has been, or shall be, recommenced following any abandonment or discontinuance of working,

the Board may from time to time during the period of development of the colliery (if such colliery forms part of an undertaking) determine the annual basic tonnage of the undertaking or (if such new colliery does not form part of an undertaking) determine the annual basic tonnage of the coal mine. Every such determination shall be made having regard to the development of the colliery and all other relevant circumstances and to the interests of the other Owners.

(2) Where any person purchases or otherwise acquires part of an undertaking the Board shall determine the amount of the annual basic tonnage of the undertaking which relates to that part of the undertaking and subject as hereinafter provided that amount shall be the annual basic tonnage of that coal mine. The amount so determined shall be deducted from the annual basic tonnage of the undertaking and the remainder shall be the annual basic tonnage of that part of the undertaking which has not been so acquired.

(3) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking, the Board shall determine the proportion of the annual basic tonnage of that coal mine, or of the amount determined under the last preceding sub-clause in respect of that part of the undertaking, as the case may be, which shall be added to the annual basic tonnage of the coal mine previously belonging to such Owner to constitute the annual basic tonnage of the undertaking. Such proportion shall be determined having regard to all relevant circumstances including the probable working life of the coal mine or part of an undertaking so acquired.

(4) If, in pursuance of the provisions of Clause 33 of the Scheme the Board at any time after the 1st day of August, 1936, declare any works to be an excluded works of that Owner, they may adjust the annual basic tonnage of his coal mine having regard to the tonnage of coal supplied to those works by the Owner during the years 1934 and 1935 and by the Board during some recent period.

(5) If in pursuance of the provisions of Clause 33 of the Scheme, the Board, at any time after the 1st day of August, 1936, declare that any works has ceased to be an excluded works of that Owner, they may adjust the annual basic tonnage of the coal mine, having regard to all relevant circumstances and to the interests of the other Owners.

50. For the purpose of assisting the Board in any determination of annual basic tonnages any Owner shall upon notice given to him by the Board furnish to the Board within the period specified in the notice, a statement in writing giving any information which the Board may require for that purpose, and any Owner who claims that a

special addition or a revision under Clause 48 or an adjustment under Clause 49 of the Scheme should be made, as the case may be, shall with such statement furnish to the Board a notice in writing stating the addition or revised or adjusted annual basic tonnage which he claims, together with any evidence required to substantiate the claim.

51.—(1) Within seven days of the date of the notice of any determination of the annual basic tonnage of his coal mine the owner may give notice in writing to the Board specifying the proportion of such tonnage which he desires to be allocated to each quarter and subject to the approval of the Board such allocations shall be the quarterly basic tonnages of that coal mine. In default of such notice or if the Board do not approve the proportions specified in such notice the Board may divide such annual tonnage into quarterly tonnages in such proportions as may be fair and equitable. The Board may from time to time revise such quarterly tonnages where it is fair and equitable to do so.

(2) Notice of any quarterly basic tonnage determined under this Clause shall forthwith be given to the Owner.

Purchase of Coal by the Board.

52.—(1) Unless such supply is not reasonably practicable by reason of any strike, lock-out or accident at his coal mine or any other cause beyond the control of the Owner, each Owner shall load and despatch coal from his coal mine for supply to the Board in accordance with the directions of the Selling Committee. Any Owner who is unable so to load and despatch coal shall give immediate notice to the Selling Committee.

(2) The Board shall in each quarter so far as possible take coal from each Owner in proportion to the quarterly basic tonnage of his coal mine for that quarter and the Selling Committee shall from time to time and as early as possible in each quarter inform each Owner of the tonnage of coal which the Board expect to take from him during that quarter.

(3) Forthwith after the end of each quarter the Selling Committee shall determine the total tonnage of coal supplied to the Board despatched from all the coal mines in that quarter. Such total tonnage shall be divided in the proportions of the quarterly basic tonnages of all the coal mines for that quarter and the tonnage thus calculated for each coal mine shall (subject to any addition under the following provisions) be the trade share of that coal mine for that quarter.

(4) Unless otherwise agreed by the Owner thereof the Board shall take in each quarter from each coal mine a tonnage of coal at least equal to 90 per cent. of the trade share of that coal mine. The Board shall not in any event take from any coal mine in any quarter a tonnage of coal more than 20 per cent. greater than the trade share of that coal mine.

(5) If in any quarter the total tonnage of coal supplied to the Board from any coal mine is less than the trade share for that quarter the Board shall credit the Owner

with compensation in respect of such deficiency at the rate of 2s. 6d. (two shillings and sixpence) per ton, and if in any quarter the total tonnage of coal supplied to the Board from any coal mine is less than 90 per cent. of the trade share of coal for that quarter the Board shall in addition credit the Owner with supplementary compensation in respect of that deficiency at the rate of 2s. 6d. (two shillings and sixpence) per ton:

Provided that no compensation shall be payable in any case in respect of any deficiency or any part thereof which is due to the inability of the Owner to supply coal in accordance with the directions of the Selling Committee or where the Selling Committee have at the request of the Owner not directed supply;

Provided further that any tonnage in respect of which no compensation is payable under the provisions of this sub-clause shall be divided in the proportions of the basic tonnages of the other coal mines for that quarter and the tonnage thus determined for each coal mine shall be added to the trade share thereof calculated under sub-clause (3) hereof for that quarter.

(6) If in any quarter the total tonnage of coal supplied to the Board from any coal mine is greater than the trade share of coal for that quarter the Board shall debit the Owner with a contribution in respect of such excess at the rate of 2s. 6d. (two shillings and sixpence) per ton.

Adjustments of Output Quotas.

53. In order to enable the owners to carry out the directions of the Board as to the supply of coal the Board may where they are satisfied that the output of coal or of any class of coal from any coal mine in any period is likely to be lower than the quota fixed in respect thereof by notice in writing require the Owner of that coal mine to limit such output to a tonnage below that permitted by the quota by a tonnage not exceeding the estimated deficiency.

Thereupon the Board may authorise an output of coal or that class of coal from any other coal mine in excess of that permitted by the quota in respect thereof by a tonnage not exceeding that by which the output permitted from the first mentioned coal mine has been reduced.

Distribution of Allocations.

54.—(1) The Board shall not in any period for which an allocation is fixed take from the Owners or supply a tonnage of coal or any class of coal such that the tonnage of coal or that class of coal produced in the District and supplied by the Board together with the tonnage of coal or that class of coal supplied by owners from their respective coal mines to their excluded works during that period exceeds any allocation in respect thereof.

(2) The Board may at their discretion in distributing amongst the Owners any allocation of output of coal or any class of coal withhold such percentage of the allocation as they may decide for the whole or any part of the period of allocation.

Purchase Prices.

55.—(1) Every owner shall, upon notice given to him by the Board, send to them such particulars of the commercial descriptions under which he has supplied coal during the years 1934 and 1935, and also such particulars of the price and conditions of sale of such coal and such other information as the Board require.

(2) The Board shall allocate the coal produced at each coal mine into commercial descriptions upon the basis of the commercial descriptions under which such coal was supplied from the coal mine during the years 1934 and 1935, and shall determine in the manner hereinafter provided for each commercial description of coal the purchase price per ton at the pithead which shall be paid by the Board for coal of that commercial description taken by them from the owner of that coal mine.

(3) For the purpose of determining the purchase price of each commercial description of coal produced at any coal mine the Board shall ascertain the tonnage of coal of that commercial description supplied from that coal mine during the years 1934 and 1935 (otherwise than for the purposes described in the proviso to Clause 32 of the Scheme) and the amount realised therefor.

(4) To determine the net proceeds at the pithead of such coal the Board shall make adjustments to the amount realised having regard to commissions or allowances and bad debts, expenses of the sale of coal of which the owner is relieved under the provisions of the Scheme and the price of coal sold to allied or ancillary works and any other adjustment which may be fair and equitable and shall deduct from the amount realised all expenses incurred in the delivery of such coal, including, where the vehicles or vessels for delivery were owned or controlled by the owner of the coal mine, wagon hire upon the Railway Companies scale in operation at the date of delivery, and hire of other vehicles or vessels on a scale determined by the Board.

(5) The purchase price of any commercial description of coal shall be the average net proceeds at the pithead per ton of such coal during the years 1934 and 1935, ignoring fractions of a penny.

(6) The Board may determine separate purchase prices for commercial descriptions of house coal supplied in the winter period and in the summer period, and for the purpose of determining such purchase prices in accordance with the three preceding sub-clauses house coal supplied in the winter period and in the summer period shall be deemed coal of different commercial descriptions.

(7) The Board may at any time adjust the purchase price of any commercial description of coal where by reason of any change of circumstances it appears fair and equitable to do so, and, without prejudice to the generality of such power may adjust such purchase price where—

(a) the standard quality of coal of that commercial description has deteriorated, or

(b) the standard of quality of coal of that commercial description has improved and the market price of such coal has increased relatively to the market price of coal of similar commercial descriptions, or

(c) the methods of cleaning or preparation of such coal for the market have been altered.

(8) If any Owner shall with the consent of the Board at any time supply coal not within any of the commercial descriptions into which the coal produced at his coal mine has been allocated or if, after 1st August, 1936, a new colliery shall be opened or the working of a colliery shall be recommenced following an abandonment or discontinuance of working, the Board shall allocate that coal, or the coal produced from that colliery, into commercial descriptions and shall determine a purchase price for each such commercial description having regard to the purchase price of similar descriptions of coal, the requirements of the market for that coal and all other relevant circumstances.

Maintenance of Quality.

56.—(1) As far as possible each owner shall produce for supply to the Board and the Board shall take coal of the various commercial descriptions in the proportions in which such commercial descriptions were supplied from the coal mine of such Owner during the year 1935, otherwise than to excluded works of that owner, and no owner shall, without the consent of the Board which shall not be unreasonably withheld, but may be given subject to reasonable conditions, alter by more than 5 per cent. the proportions of any commercial descriptions of coal produced.

(2) Such proportions may, upon two months' notice to the Board, be varied where a new colliery or seam is being worked or developed, or a scheme for the concentration of output is introduced.

57.—(1) Every owner shall clean and prepare for the market coal of each commercial description for supply to the Board in such a manner as to maintain the standard of quality of coal of that commercial description supplied, otherwise than to his excluded works, during the year 1935, and the Board may formulate a reasonable specification for any commercial description of coal for the purpose of testing that the standard is maintained.

(2) No Owner shall, without the consent of the Board, which shall not be unreasonably withheld, but may be given subject to reasonable conditions, alter the methods employed in the year 1935 in the preparation for the market of any coal or the number of staff engaged during that year upon such preparation or upon the maintenance of any plant or machinery used therefor.

Contracts.

58.—(1) Each Owner shall upon notice given to him in writing send to the Selling Committee within the period specified in the notice such particulars as may be required of all contracts under which coal is to be supplied by him otherwise than to his excluded works after the 31st day of July, 1936.

(2) Each Owner shall at the request of the Board do all things necessary to assign to the Board the benefit of any such contract so far as the same is assignable.

(3) In the case of any such contract the benefit of which is unassignable the owner shall comply with such directions as the Selling Committee may give in relation to the performance and enforcement thereof and shall pay to the Board all moneys received thereunder.

(4) The Board shall indemnify the owner against any loss caused by a breach of any such contract by the Board or resulting from any directions of the Selling Committee.

Stocks.

59.—(1) Any Owner shall at any time if so directed by the Selling Committee raise and hold in stock at the disposal of the Board any tonnage of coal or of any class or commercial description of coal, which together with the tonnage of coal raised for supply for the purposes specified in the proviso to Clause 32 of the Scheme and to the Board is permitted by the quota relating thereto.

(2) The Board may if they think fit at the request of such Owner advance to him any part of the purchase price of coal so held in stock.

Transport.

60.—(1) Each Owner shall, so far as possible, make available and use any trucks, wagons, lorries, barges or other vehicles or vessels owned or hired by him for the transport of coal supplied to or to the order of the Board, and the Selling Committee shall not direct the Owner to use vehicles or vessels provided by them unless suitable vehicles or vessels owned or hired by the Owner are not available.

(2) Any Owner shall at any time give to the Selling Committee any information required by them concerning the vehicles or vessels owned or hired by him available for the transport of coal.

(3) Unless otherwise agreed, the Board shall pay each Owner for carriage provided by him at rates determined from time to time by the Selling Committee having regard to the current charges for such carriage."

31. Clause 60 shall have effect as if—

(a) it were renumbered "61"; and

(b) the words "At the general meeting called in pursuance of Clause 17 of the Scheme" were omitted.

32. Clause 61 shall have effect as if—

(a) it were renumbered "62"; and

(b) in the proviso thereto the reference were to Clause 28 of the Scheme instead of to Clause 29.

33. Clauses 62 to 64 shall be renumbered 63 to 65 respectively.

34. For Clause 65 there shall be substituted the following Clause, that is to say:—

"66. Every Owner shall pay to the Board, for the purpose of meeting the expenses of the Board (other than those in connection with the sale of coal by the Board) in administering the Scheme, including any payments required under the Central Scheme, such levies as may be decided upon by the Board from time to time and notified to the Owners."

35. Clause 66 shall be renumbered 67.

36. For Clauses 67 and 68 there shall be substituted the following Clauses; that is to say:—

"68. All moneys received by the Board, or any person on behalf of the Board, whether in respect of sale of coal, levies, penalties, loans or otherwise in connection with the exercise of their functions under the Scheme shall together form a fund to be called the District Fund, and shall be paid into a bank in the names of the Trustees.

69. There shall be discharged out of the District Fund all liabilities falling to be discharged by the Board or any person on behalf of the Board."

37. Clause 69 shall be renumbered 70.

38. For Clause 70 there shall be substituted the following Clauses, that is to say:—

"71. The Board may borrow money for the purpose of exercising their functions under the Scheme in such manner, on such terms and on such security as they may arrange.

72. The Trustees may from time to time transfer to a separate Banking Account such moneys as are required for the working expenses and for proper outgoings of the Board relating to the sale of coal, and may authorise the Board or two or more members or officers thereof to operate such Account.

73. The Board shall cause true accounts to be kept of all moneys received and expended by them and by any other person on their behalf and of the matters to which such receipts and expenditure relate, and of all the assets, credits and liabilities of the Scheme.

74. The books of account shall be kept at such place as the Board shall from time to time direct.

75. At the annual general meeting of the Owners in every year the Board shall lay before the Owners the profit and loss account, and an audited balance sheet containing a summary of the assets and liabilities of the Scheme, made up to a date not more than three months before the date of the meeting.

76. Auditors of the District Fund shall be appointed by the Owners at the annual general meeting, and the audited accounts of the District Fund shall be presented at each annual general meeting, when the auditors shall be re-appointed or other auditors appointed in their place.

Settlement of Accounts.

77. The Board shall send an account to each Owner showing the sums due from the Board to that Owner and from that Owner to the Board in connection with the supply of coal to the Board by that Owner in each month.

Such account shall be sent not later than the last day of the following month and the Board shall not later than that day pay 85 per cent. of the sum shown on the balance of such account to the Owner and shall pay the remainder of such balance not later than the fourteenth day of the month next following:

Provided that the Board may by agreement with any Owner pay the amount shown within other periods or in other proportions.

78.—(1) At the end of each quarter the auditors shall determine and certify the profits or losses on the sale of coal by the Board. Such profits or losses shall be divided among the Owners proportionately to the tonnages of coal supplied by them during such quarter.

(2) The Board shall cause to be kept a Reserve Account for each Owner to which the share of that Owner in any such profits or losses and any moneys paid to the Owner under the following provisions shall be credited or debited as the case may be.

(3) If the sum standing to the credit of the Reserve Account of any Owner is insufficient to defray his share in any such losses, he shall forthwith pay to the Board the balance due.

(4) The Board may, if at any time they decide that the balance credited to the District Fund is greater than is required for the purposes of the Scheme, distribute any part of the sums standing at the credit of their Reserve Accounts to the Owners. The amounts distributed to the Owners shall be proportionate to the amounts standing to the credit of their respective Reserve Accounts at the date of distribution.

(5) Any Owner who abandons his coal mine or becomes bankrupt or in the case of a Company enters into a liquidation other than a voluntary liquidation for the purposes of reconstruction, shall be liable to pay or entitled to receive the balance then at the debit or credit of his Reserve Account."

39. Clause 71 shall be renumbered 79.

40. Clause 72 shall have effect as if—

(a) it were renumbered "80"; and

(b) after the words "verify any" there were inserted the word "statement".

41. There shall be inserted the following new Clause, that is to say:—

"81. Any person appointed for that purpose by the Board may at any time inspect and take samples of coal of any commercial description which is supplied to the Board and any seam from which such coal is obtained, and may inspect any process used in the preparation of such coal and the weighing and despatch thereof. Any Owner shall give all facilities required for such inspection including the production of any books and records."

42. Clauses 73 to 75 shall be renumbered 82 to 84, respectively.

43. For Clause 76 there shall be substituted the following Clause, that is to say:—

"85.—(1) Any Owner who, during any period for which a quota is determined, raises or allows to be raised an output of coal or any class of coal, in excess of the corresponding quota (after allowing for any adjustment made under Clause 53 of the Scheme),

shall pay to the Board on demand a penalty in respect of each ton or part of a ton of such excess of the same amount per ton as is prescribed for the time being under rules made under Clause XI of the Central Scheme for exceeding the allocation of output of coal:

Provided that until the coming into force of such rules the penalty shall be 2s. 6d. (two shillings and sixpence) per ton.

(2) The Board shall before the coming into force of any rules made under Clause XI of the Central Scheme notify each owner of the amount per ton which will be payable in consequence thereof for exceeding any quota."

44. Clause 77 shall have effect as if—

(a) it were renumbered "86"; and

(b) the words "or inland supply or export supply of coal or any class of coal" were omitted.

45. For Clause 78 there shall be substituted the following Clauses, that is to say:—

"87. Any Owner who during any month supplies to his excluded works a tonnage of coal in excess of the monthly tonnage permitted to be so supplied shall pay to the Board on demand a penalty of 2s. 6d. (two shillings and sixpence) per ton in respect of each ton or part of a ton of such excess.

88. Any Owner who supplies any class of coal to an excluded works at a price below the appropriate minimum price fixed for the time being under the Scheme for that class or supplies any class of coal to an excluded works in such a manner that the actual consideration obtained by him is less in value than the minimum price so fixed, shall pay on demand to the Board a penalty at the rate of 2s. 6d. (two shillings and sixpence) per ton in respect of each ton or part of a ton so supplied."

46. Clause 79 shall have effect as if—

(a) it were renumbered "89";

(b) in sub-clause (1) thereof after the word "Board" where that word appears for the first time there were inserted the words "or to any person authorised on their behalf"; and

(c) after the word "any" where that word appears for the second time there were inserted the word "statement".

47. For Clause 80 there shall be substituted the following Clauses, that is to say:—

"90. Any Owner who fails to comply with the provisions of Clauses 80 and 81 of the Scheme shall pay to the Board a penalty not exceeding £20 (twenty pounds) for each day of such default.

91. Any Owner who fails to comply with any provision of the Scheme for a breach of which no specific penalty is herein provided or with any directions of the Board or of the Selling Committee with regard to the supply of coal shall pay to the Board on demand a sum of £250 (two hundred and fifty pounds) in respect of each such failure, unless the Owner prove that compliance with such direction was not reasonably practicable by reason of any strike, lock-out or accident or other cause beyond the control of the Owner:

Provided that the Board may remit the whole or any part of such penalty having regard to the extent that, in the opinion of the Board, the breach has not injured and prejudiced the interests of the other Owners."

48. Clause 81 shall have effect as if—

(a) it were renumbered "92";

(b) the references were to Clauses 85, 87, 88, 89, 90 and 91 of the Scheme instead of to Clauses 76, 78, 79 and 80; and

(c) in the proviso thereto the reference were to Clause 94 of the Scheme instead of to Clause 83.

49. Clause 82 shall have effect as if—

(a) it were renumbered "93"; and

(b) for the words "the provisions of Clauses 37, 44 or 55" there were substituted the words "any provision".

50. Clause 83 shall be renumbered 94.

51. Clause 84 shall be omitted.

52. For Clauses 85 to 92 inclusive there shall be substituted the following Clauses, that is to say:—

"95.—(1) The Independent Chairman of the Coal Mines Minimum Wages Board for the District or his nominee shall be the arbitrator to whom any dispute arising in connection with the Scheme in the District may be referred. Such nominee shall not be a person who is financially interested in the ownership or working of any coal mine or any concern comprising a coal mine situate in the District or any person who is acting in a secretarial or advisory capacity to any Association or other body for regulating the production supply or sale of coal and in any case a person who has at any time been professionally employed by or on behalf of an Owner in respect of any coal mine shall not be eligible to act as arbitrator in any reference to which such Owner is a party. If in the case of any dispute the arbitrator thus nominated is not acceptable to the Owner concerned, the appointment of an arbitrator for such particular dispute shall be referred to the County Court Judge for Gloucestershire and his decision in the matter of nominating such arbitrator shall be final.

(2) Any owner who is aggrieved (hereafter in the Scheme referred to as "the complainant") by any act or omission of the Board or of any other persons in respect of their functions under the Scheme shall be entitled to refer the matter for decision to an arbitrator to be appointed pursuant to the preceding sub-clause.

(3) Upon receipt of a notice requiring that any matter be referred to arbitration the Board shall forthwith refer the matter to the arbitrator appointed in pursuance of sub-clause (1) of this Clause, the arbitrator shall forthwith give such directions for the conduct of the arbitration as he may think fit and after hearing any party to the arbitration who desires to appear and be heard shall make his award.

(4) Where the annual standard tonnages of coal or the annual basic tonnages of all the coal mines are referred to the arbitrator

under the provisions of Clause 42 or Clause 48 of the Scheme—

(a) every Owner shall be deemed to have referred to arbitration the said standard tonnage or basic tonnage of his coal mine as the case may be and to be a party to the arbitration; and

(b) if the arbitrator considers that the said standard tonnage or basic tonnage of any coal mine as the case may be should be diminished, he shall before making his award give notice of his decision to the Owner thereof and that Owner may submit any further evidence or reasons why such tonnage should not be diminished.

(5) Pending the award of an arbitrator, on any reference to arbitration under the Scheme, the decision of the Board in the matter under dispute shall be operative subject to the provisions of Clause 92 of the Scheme.

(6) Where any determination or other decision of the 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 Board to be operative.

(7) The expenses of the Board in connection with any arbitration under the Scheme, or under the Central Scheme, shall be payable out of the District Fund.

Dissolution.

96.—(1) In the event of the Scheme ceasing to have effect under Part I 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, including any sum at the debit of the Reserve Account of any Owner, and convert into money any property of the Board, and shall discharge all liabilities of the Board, including any balance at the credit of the Reserve Account of any Owner.

(2) If the assets of the Board are greater than their liabilities they shall distribute the surplus, amongst the Owners in the proportion, as nearly as possible, to the total contributions made by each of those Owners under Clauses 66 and 67 of the Scheme:

Provided that, if it is 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."

53. Clause 93 shall have effect as if—

(a) it were renumbered "97"; and

(b) the references were to Clauses 66 and 67 of the Scheme instead of to Clauses 65 and 66.

54. Clause 94 shall be renumbered 98.

55. At the end of the Scheme there shall be inserted the following Schedule, that is to say:—

SCHEDULE.

"1. On and from the 1st day of August, 1936, (hereinafter referred to as 'the said date') the Board shall be deemed to take over and employ such of the members of the staff of each Owner as shall prior to the said date have been engaged solely upon or in connection with the sale of coal, and shall be willing so to be taken over and employed (such members being in this Schedule called 'Sales Employees').

2. The terms and conditions of employment by the Board of each Sales Employee shall be identical so far as practicable with the terms and conditions of his service with the owner at the said date:

Provided that the Board may by agreement with the Sales Employee vary any of such terms and conditions of service.

3. If any Sales Employee shall have been a member of any Staff Pension Fund in operation at the coal mine of the Owner employing him and if he shall (subject as hereinafter provided) be entitled to retain his membership of such Fund, the Board shall from the said date pay any proportion of the Employee's contribution due to such Fund formerly paid by the Owner on behalf of the Sales Employee.

4. If during a period of five years from the said date the Board shall dispense with the services of any Sales Employee for reasons other than misconduct or incapacity the Board shall pay to such Sales Employee compensation according to the scale set forth in the next following paragraph.

5. The scale of compensation above referred to shall be as follows and the compensation shall consist of a lump sum payment calculated according to the remuneration of the Sales Employee during the year 1935:

	<i>No. of Years' remuneration payable.</i>
If the Sales Employee shall be 64 years of age or over...	One.
If 61, 62 or 63 years of age ...	Two.
If 58, 59 or 60 years of age ...	Three.
If 55, 56 or 57 years of age ...	Four.
If 40 to 54 years of age (inclusive) ...	Five.
If between 30 and 39 years of age (inclusive) ...	Two to three as the Board shall decide.
If between 21 and 29 years of age (inclusive) ...	One; or one year's notice as the Board shall decide.
If below 21 years of age ...	Half year; or six months' notice as the Board shall decide.

6. The Board shall be entitled to reduce the amount of compensation payable to any Sales Employee under the foregoing scale in any of the following cases, namely:—

(i) Where the Employee is above 50 years of age and shall not have completed ten years of service with the Owner and the Board jointly;

(ii) Where the Employee is between the ages of 40 and 50 years (inclusive) and shall not have completed eight years of service with the Owner and the Board jointly;

(iii) Where the Employee is below the age of 40 years and shall not have completed five

years of service with the Owner and the Board jointly;

(iv) Any other case where in the opinion of the Board the circumstances justify a departure from the scale of compensation."

56. (A) Notwithstanding the repeal hereby made of Clauses 51 to 59 (inclusive) and Clause 78 such Clauses shall remain in full force and effect as regards coal supplied or shipped after the date when the amendments hereby made come into force under contracts made before such date.

(B) The amendments hereby made in the Scheme shall not—

(i) affect the previous operation of the Scheme or anything duly done or suffered thereunder:

(ii) affect any liability or penalty resulting from any contravention of or failure to comply with any of the provisions of the Scheme which took place before the date when the amendments hereby made came into force.

(C) All such investigations, legal and other proceedings may be had, instituted and continued and notices served as may be necessary or proper for the purpose of enforcing any liability or recovering any penalty resulting as aforesaid and so far as relates to such investigations legal and other proceedings and notices such of the provisions of the Scheme as are hereby amended or repealed shall remain in force.

COAL MINES ACT, 1930.

THE WARWICKSHIRE DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by subsection (4) of Section 3 of the said Act, the Board of Trade have made the Warwickshire District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the Warwickshire District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I of the Schedule to the said Order in substitution for the matters mentioned in paragraphs (a), (c), (e) and (f) of subsection (2) of the said Section 3 and for the matters specified in Part II of the said Schedule in addition to the matters mentioned in subsections (2) and (3) of the said Section 3;

And whereas it is provided by Clause 22 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 22 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme:

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the Warwickshire District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and prescribe

the 1st day of August, 1936, as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said 1st day of August, and any owner is required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 25th day of July, 1936.

Harry Crookshank,
Secretary for Mines.

Board of Trade,
Mines Department,
Dean Stanley Street,
Millbank, London, S.W.1.
25th day of July, 1936.

SCHEDULE.

1. Clause 1 shall have effect as if at the end of paragraph (k) thereof there were added the words "and 'supply' includes 'sale'".

2. Clause 2 shall have effect as if after the word "regulate" there were added the words "and facilitate".

3. Clause 3 shall have effect as if—

(a) in the first paragraph thereof the word "forthwith" were omitted; and

(b) in the second proviso thereto sub-paragraph (i) were omitted and sub-paragraphs (ii) and (iii) were renumbered "(i)" and "(ii)" respectively.

4. Clause 4 shall have effect as if—

(a) in paragraph (i) thereof after the word "Committees" there were added the words "(in addition to those Committees of which the appointment and constitution is specifically provided in the Scheme)"; and

(b) in paragraph (ii) thereof before the word "Committee" there were inserted the word "such".

5. There shall be inserted the following new Clause, that is to say:—

"4A.—(i) The Board shall appoint a Sales Committee consisting of a Sales Controller (hereinafter called "the Controller") acting as an independent chairman and other members who may be members of the Board or other persons, to perform the functions allotted to them on behalf of and in the name of the Board. Members of the Sales Committee may be paid such remuneration as the Board may determine.

(ii) The Controller may be appointed only by a resolution of the Board as hereinafter provided or in default of a resolution being carried by the requisite majority he shall be appointed by an arbitrator selected from the Panel of Arbitrators mentioned in Clause 25 of the Scheme, in the same manner as he would be selected under paragraph (ii) of Clause 25 of the Scheme for the purposes of an arbitration. The other members of the Committee may be appointed by a resolution of the Board as hereinafter provided.

(iii) Unless and until otherwise decided by resolution of the Board the Sales Committee shall consist of the Controller and representatives of all the owners, one representative being nominated by each Owner. If an Owner is an individual he may nominate himself.

(iv) Every Owner may nominate a deputy representative to attend meetings of the Sales Committee in the unavoidable absence of the representative appointed as aforesaid and may substitute from time to time a different representative or deputy representative for those originally nominated, but all such nominations for the purposes of this Clause shall be notified in writing to the Secretary and to the Controller:

Provided that—

(a) Every nomination to the Sales Committee shall be notified to the Secretary and to the Controller within three days after it has been made;

(b) The provisions of paragraphs (i) and (ii) of the proviso to Clause 3 of the Scheme shall apply to the Sales Committee in the same manner as they apply to the Executive Board.

(v) The method of voting upon any resolution under this Clause shall be by poll in accordance with Clause 5 (ii) of the Schedule and the Resolution in order to be effective must be supported in the case of the appointment of the Controller or of a decision to appoint a Committee consisting of less than one representative of every Owner or of the constitution of such Committee or of the appointment of the individual members of such Committee by at least 67 per cent. and in any other case by at least 51 per cent. of the total votes that could be recorded under that Clause by all the Members of the Board.

(vi) The Controller shall within three months after his appointment sell or dispose of any interest or shares or securities, which he may hold in his own name or in the name of a nominee for his own benefit, in any undertaking carrying on in Great Britain the business of coal mining or supplying coal, or the manufacture or sale of by-products of coal or the manufacture, sale or hiring of canal boats or railway wagons for coal mining or supplying coal. The Controller while he holds office shall not acquire for his own benefit any interest or shares or securities in any such undertaking, and if under any will or succession or otherwise he becomes entitled for his own benefit to any interest or shares or securities in any such undertaking, he shall sell or dispose of it or them within three months after he has become entitled thereto:

Provided always that nothing herein contained shall prevent the Controller holding by way of investment, stock, shares or securities of any municipal corporation or local government authority and any railway or canal company.

(vii) If the other members of the Sales Committee shall not be unanimous on any question and the Controller be present at the meeting, he shall, at the request of any one of those other members decide that question.

(viii) In the absence of the Controller from any meeting of the Sales Committee, the Members of that Committee present shall appoint some one of their number to be Chairman of such meeting in which event any question before the meeting shall be decided by a majority of votes and in the case of an equality of votes the Chairman shall have a second or casting vote."

6. There shall be inserted the following new Clause, that is to say:—

"5A.—(i) The Sales Committee may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit save that at all Meetings of the Sales Committee three members shall form a quorum and voting shall be by show of hands only.

(ii) The Controller may convene a meeting of the Sales Committee whenever he shall deem necessary upon giving not less than twelve hours previous notice."

7. Clause 6 shall have effect as if in paragraph (ii) thereof after the words "of the Board" there were inserted the words "and of any Committee appointed by the Board".

8. Clause 8 shall have effect as if—

(a) for paragraphs (i) and (ii) thereof there were substituted the following paragraphs, that is to say:—

"(i) The Board shall determine an annual standard tonnage in respect of output of coal for every coal mine.

(ii) In the absence of any special circumstances that in the opinion of the Board call for special treatment the annual standard tonnage in respect of output of coal of every coal mine shall be its output for the year ended the 31st December, 1935.

(iii) The annual output standard tonnages thus determined or awarded upon arbitration as hereinafter provided shall operate on and from the 1st August, 1936, and shall remain in force without revision except in manner hereinafter provided."

(b) paragraphs (iii), (iv) and (v) thereof were renumbered "(v)", "(vi)" and "(iv)" respectively;

(c) for paragraph (vi) thereof there were substituted the following paragraph, that is to say:—

"(vii) In the month of October in each year the Board shall determine for every coal mine the annual standard tonnage for that coal mine in respect of coal for export supply, and may, if they think fit, determine such standard tonnage for any coal mine in respect of any class of coal produced therefrom determined according to the nature of the coal or of the trade, industry or other category of consumer supplied:

Provided that if any such determination be made it shall be made for all mines producing that class of coal.

The standard tonnages thus determined shall come into force on the first day of January next following the determination."

(d) paragraph (vii) thereof were renumbered "(viii)" and

(1) the words "and for inland supply" were omitted; and

(2) for the words from "all matters relevant" to the end of the paragraph

there were substituted the words "any matters relevant to such determination"; (e) paragraph (viii) thereof were renumbered "(ix)" and

(1) the words "and for inland supply" and the words "or for inland supply" were omitted; and

(2) for the words "standard tonnages" where those words appear for the second time there were substituted the words "the standard tonnage";

(f) for paragraph (ix) thereof there were substituted the following paragraph, that is to say:—

"(x) The Board may at any time review whether or not at the request of an owner any standard tonnage in respect of export supply and determine such revised standard tonnage as may seem to the Board fair and proper having regard to any matters relevant to such determination."

(g) there were inserted the following new paragraphs, that is to say:—

"(xi) In the month of October, 1936, and subsequently in the month of October in every year the Board may at the request of any Owner or on their own initiative review the annual output standard tonnage of any coal mine and determine such revised annual output standard tonnage for that mine as may seem to the Board fair and proper having regard to the special circumstances of the coal mine. Any revised annual output standard tonnage so determined shall come into force on the next succeeding 1st January and subject to the provisions of paragraph (xvi) of this Clause shall remain in force until the 31st December next following.

(xii) If any Owner refers any determination of the annual output standard tonnage in respect of coal of his coal mine made under the last preceding paragraph to arbitration, notice of such reference shall forthwith be sent by the Board to every other Owner. The annual output standard tonnage in respect of coal of every coal mine shall thereupon be referred to arbitration in accordance with the provisions of Clause 25 of the Scheme and the arbitrator shall determine such standard tonnage of coal of every coal mine to take effect from the date prescribed in the last preceding paragraph."

(h) paragraph (x) thereof were renumbered "(xiii)" and the word "such" and the words "as is mentioned in paragraph (ix) of this Clause" were omitted;

(j) paragraph (xi) thereof were renumbered "(xiv)" and

(1) for the words "the Owner" there were substituted the words "any Owner"; and

(2) for the words from "other standard tonnages" to the end of the paragraph there were substituted the words "standard tonnages in respect of export supply to any matters relevant to the determination"; and

(k) for paragraph (xii) thereof there were substituted the following paragraphs, that is to say:—

"(xv) Where any person purchases or otherwise acquires part of a colliery undertaking the Board shall determine the

amounts of the annual output and export supply standard tonnages in respect of coal and any class of coal of the colliery undertaking which relate to that part of the undertaking, having regard in such determination to the special circumstances of the undertaking or to the matters relevant to such determination as the case may be. Subject as hereinafter provided those amounts shall be the annual output and export supply standard tonnages in respect of coal and that class of coal of that coal mine. The amounts so determined shall be deducted from the respective annual output and export supply standard tonnages of the undertaking and the remainders shall be the annual output and export supply standard tonnages of that part of the colliery undertaking which has not been so acquired.

(xvi) Where an Owner purchases or otherwise acquires any coal mine or part of a colliery undertaking the annual output and export supply standard tonnages in respect of coal and any class of coal of that coal mine or the amounts determined under the last preceding paragraph of this Clause in respect of that part of the undertaking, as the case may be, shall subject to any variation which the Board may determine having regard to the probable working life of the coal mine so acquired be added to the respective annual output and export supply standard tonnages in respect of coal and that class of coal of the coal mine previously belonging to such Owner and the resulting aggregate standard tonnages shall be the annual output and export supply standard tonnages respectively of his colliery undertaking."

9. Clause 9 shall have effect as if—

(a) in paragraph (i) thereof after the word "which" there were inserted the words "subject to the provisions of Clause 15 (v) of the Scheme";

(b) in paragraph (x) thereof the words "and for inland supply, respectively" were omitted; and

(c) paragraph (xii) thereof were omitted.

10. There shall be inserted the following new Clause, that is to say:—

"9A. The Board may from time to time where it appears desirable to them to do so make rules defining, in relation to any trade, industry or other category of consumer supplied or to any mode of transport or delivery, when loading or supply shall be deemed to take place for any of the purposes of the Scheme."

11. Clause 10 shall have effect as if in paragraph (i) thereof the words "or inland supply" were omitted.

12. There shall be inserted the following new Clauses, that is to say:—

"Basic Tonnages.

11.—(i) Before the 1st day of August, 1936, the Board shall determine the annual basic tonnage of each coal mine. Such annual basic tonnage shall subject as hereinafter provided be the tonnage of coal supplied for inland supply during the year ended 31st December, 1935, from that coal mine, excluding any tonnage of coal supplied in

that year for consumption in the excluded works (as hereinafter defined) of the Owner of that coal mine and any tonnage of coal supplied during that year pursuant to any lease under which the coal mine is held.

(ii) The Board shall make a special addition to the basic tonnage determined under paragraph (i) of this Clause in respect of the tonnage of stocks of coal on hand at the close of the year ended 31st December, 1935, and special deductions therefrom in respect of—

(a) the tonnage of stocks of coal on hand at the beginning of that year, and

(b) coal purchased during that year for use in working the coal mine or for supply free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed.

(iii) If the output standard tonnage of any coal mine determined under paragraph (ii) of Clause 8 of the Scheme differs from the output of that coal mine for the year ended 31st December, 1935, the Board shall make a special addition to or deduction from the annual basic tonnage of that coal mine ascertained under paragraphs (i) and (ii) of this Clause, such addition or deduction to be of such amount that the sum of such annual basic tonnage when so increased or reduced and the tonnage of coal supplied from the coal mine in that year

(a) to the excluded works of the Owner thereof

(b) pursuant to any lease under which the coal mine is held, and

(c) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed shall bear the same ratio to the output standard tonnage of the coal mine as the sum of such annual basic tonnage before being so increased or reduced and the same tonnages under sub-paragraphs (a), (b) and (c) of this paragraph bear to the output of that coal mine for the year ended 31st December, 1935.

(iv) The annual basic tonnages thus determined by the Board or awarded upon arbitration as hereinafter provided shall come into operation upon the 1st day of August, 1936, and shall remain in force without revision except in the manner hereinafter provided.

(v) On every determination of the annual basic tonnage of a coal mine regard shall be had by the Board to the special circumstances of the coal mine including the efficiency and economy of the working of the coal mine and the extent to which it has been developed or is being developed for economic working.

(vi) The Board shall during the month of October, 1936, and subsequently during the month of October in each succeeding year review the annual basic tonnage of each coal mine and shall make such revision therein as may seem to the Board fair and proper having regard to the special circumstances of each coal mine and to any other matters relevant to the determination, and in particular whether any Owner has persistently

refused or neglected to supply coal in pursuance of Permits issued to him or that he has persistently requested the Sales Committee not to issue Permits to him.

(vii) The annual basic tonnages determined by the Board under paragraph (vi) of this Clause or awarded under arbitration as hereinafter provided shall come into operation on the 1st day of January next following the determination and shall, subject to the following provisions of this Clause, remain in force without revision for a period of twelve months.

(viii) Forthwith upon any determination of annual basic tonnages under this Clause the Board shall send a notice of all such basic tonnages determined to each Owner. If any Owner refers any determination of the annual basic tonnage of his coal mine under paragraph (vi) of this Clause to arbitration, notice of such reference shall forthwith be sent by the Board to every Owner. The annual basic tonnage of every coal mine shall thereupon be referred to arbitration in accordance with the provisions of Clause 25 of the Scheme and the Arbitrator shall determine the annual basic tonnage of each coal mine to take effect from the date prescribed in the last preceding paragraph.

(ix) If at any time after the 31st day of July, 1936,

(a) a colliery shall be opened, or

(b) the working of any colliery shall be recommenced following any abandonment or discontinuance of working

the Board shall (if such colliery does not form part of a colliery undertaking) determine the annual basic tonnage of the coal mine comprised in the colliery having regard to the development of the colliery and all other relevant circumstances and to the interests of the other Owners.

(x) Where any person purchases or otherwise acquires part of a colliery undertaking the Board shall determine the amount of the annual basic tonnage of the colliery undertaking which relates to that part of the undertaking and subject as hereinafter provided that amount shall be the annual basic tonnage of that coal mine. The amount so determined shall be deducted from the annual basic tonnage of the colliery undertaking and the remainder shall be the annual basic tonnage of that part of the colliery undertaking which has not been so acquired.

(xi) Where an Owner purchases or otherwise acquires any coal mine or part of a colliery undertaking, the Board shall determine the proportion of the annual basic tonnage of that coal mine or of the amount determined under the last preceding paragraph of this Clause in respect of that part of the undertaking as the case may be, which shall be added to the annual basic tonnage of the coal mine previously belonging to such Owner to constitute the annual basic tonnage of the colliery undertaking. Such proportion shall be determined having regard to all relevant circumstances including the probable working life of the coal mine or part of the colliery undertaking so acquired.

(xii) If, in pursuance of the provisions of Clause 11A of the Scheme the Board at any time after the 1st day of August, 1936, declare

any works to which an Owner supplied coal from his coal mine during or since the year 1935 to be an excluded works of that Owner, they shall adjust the annual basic tonnage of his coal mine having regard to the tonnage of coal so supplied to those works.

(xiii) If in pursuance of the provisions of Clause 11A of the Scheme the Board at any time after the 1st day of August, 1936, declare that any works to which an Owner supplied coal from his coal mine during or since the year 1935, has ceased to be an excluded works of that Owner, they shall adjust the annual basic tonnage of the coal mine, having regard to all relevant circumstances and to the interests of the other Owners.

(xiv) For the purpose of assisting the Board in any determination of annual basic tonnages any Owner shall upon notice given to him by the Board furnish to the Board within the period specified in the notice, a statement in writing giving any information which the Board may require for that purpose, and any Owner who claims that a special addition, revision or adjustment should be made, as the case may be, shall with such statement furnish to the Board a notice in writing stating the addition or revised or adjusted annual basic tonnage which he claims, together with any evidence required to substantiate the claim.

(xv) Within seven days of the date of the notice of any determination of the annual basic tonnage of his coal mine the Owner may give notice in writing to the Board specifying the proportion of such tonnage which he desires to be allocated to each month or quarter as the Board may decide and subject to the approval of the Board such allocations shall be the monthly or quarterly basic tonnages of that coal mine. In default of such notice or if the Board do not approve the proportions specified in such notice the Board may divide such annual tonnage into monthly or quarterly tonnages in such proportions as may be fair and equitable. The Board may from time to time revise such monthly or quarterly tonnages where it is fair and equitable to do so. In the determination of monthly or quarterly basic tonnages as aforesaid regard shall be had to the special circumstances of the coal mine and to the proportion of the coal supplied from the coal mine during some recent period which has been disposed of for inland supply otherwise than to excluded works and pursuant to any lease under which the coal mine is held.

(xvi) Notice of any monthly or quarterly basic tonnage determined under this Clause shall forthwith be given to the Owner.

Excluded Works.

11A.—(i) Any Owner who claims at any time to be the Owner of or to control or to be controlled by the Owner of any works and who desires to supply coal to those works shall notify the Board and shall give such information about those works and the connection between those works and his coal mine as the Board may require. If they consider any such claim established the Board shall declare that those works are excluded works of that Owner for the purposes of the Scheme.

(ii) If at any time an Owner proves to the satisfaction of the Board that he no longer either controls or is the Owner of or is controlled by the Owner of any excluded works or that the qualities of coal required by those works cannot be produced from his coal mine the Board shall declare that those works shall cease to be excluded works.

(iii) Where in pursuance of the provisions of this Clause the Board have declared any works to be excluded works of any Owner they shall, after consultation with him, forthwith determine the annual tonnage of coal which may be supplied in any year from his coal mine for consumption in his excluded works.

(iv) Such annual tonnage shall be determined having regard to the tonnage of coal supplied from the coal mine during the year 1935 for consumption in those works and to the prospective demand for coal from the coal mine for consumption in those works.

(v) Any such annual tonnage may be varied by the Board at any time—

(a) If the prospective demand for coal from the coal mine for consumption in those works in any year differs from the annual tonnage in respect thereof; or

(b) if the Board declare that any other works are excluded works of that Owner or that any works cease to be excluded works of that Owner.

(vi) Notice of any determination of any such annual tonnage of any coal mine shall forthwith be given to the Owner thereof.

(vii) Each Owner may within seven days before the beginning of each month or quarter (as the Board may decide) give notice in writing to the Board specifying the proportion of such annual tonnage which he desires to be allocated to that month or quarter and subject to the approval of the Board such allocation shall be the monthly or quarterly tonnage which may be supplied from the coal mine of that Owner in that month or quarter for consumption in his excluded works. In default of such notice or if the Board do not approve the proportion specified in such notice the Board shall allocate such monthly or quarterly tonnage as may be fair and equitable and notice thereof shall forthwith be given to the Owner.

(viii) The Sales Committee shall from time to time fix a price for each commercial description of coal supplied for consumption in any excluded works, below which price that description of coal shall not be so supplied.

Such prices shall be fixed having regard to the prices prevailing in the district for coal of those or similar commercial descriptions.

(ix) Any Owner shall upon notice given to him by the Board furnish in writing within the period specified in the notice any information the Board may require to assist them in any determination of such annual or monthly or quarterly tonnages."

13. Clause 12 shall have effect as if in paragraph (i) thereof the words "as soon as possible after the Scheme comes into force and subsequently" were omitted.

14. Clause 13 shall have effect as if—

(a) for paragraph (i) thereof there were substituted the following paragraphs, that is to say:—

"(i) The Board shall fix a minimum price per ton of 20 cwts. for each class of coal produced in the District below which price coal of that class shall not be sold or supplied by Owners, otherwise than free or at reduced rates for the use of persons who are or have been employed in or about the mine and the dependants of persons who have been so employed, and coal supplied pursuant to any lease under which a coal mine is held:

Provided that the Board may fix different minimum prices for any class of coal for supply to or for resale or consumption in different areas or places";

(b) the proviso to paragraph (ii) thereof were omitted;

(c) in paragraph (iii) thereof for the words "the price" there were inserted the words "any price";

(d) in paragraph (iv) thereof after the word "price" there were substituted the words "or prices"; and

(e) paragraphs (vi) to (x) thereof inclusive were omitted.

15. Clause 14 shall be omitted.

16. Clause 15 shall be renumbered 14.

17. For Clause 16 there shall be substituted the following Clauses, that is to say:—

"Permits.

15.—(i) The supply by Owners of coal from their coal mines shall be regulated by the issue of Permits by the Sales Committee.

The Committee may issue:—

(a) Special Permits for the supply of coal to named customers; or

(b) General Permits for the supply of coal in circumstances such that in the opinion of the Committee it is unnecessary that Special Permits should be issued.

(ii) Every Permit shall be signed on behalf of the Sales Committee by the Controller or by some other members of the Committee appointed by the Committee for that purpose and shall state:—

(a) the name of the Owner to whom it is issued;

(b) the maximum tonnage of coal, and the commercial description of coal, which may be supplied thereunder;

(c) the price below which the coal shall not be supplied, or the actual price at which the coal may be supplied, and the maximum discount, commission or credit which may be allowed by the Owner;

(d) the period within which the coal may be supplied, and any limitation upon the tonnages which may be supplied during any part of such period; and

(e) any special conditions of sale.

(iii) In addition—

(a) every Special Permit shall state the name of the customer to whom the coal may be supplied; and

(b) every General Permit shall state the class of customer to whom, or the markets in which, the coal may be supplied, and the maximum tonnage of coal which may be supplied to any customer under any one

contract. No such tonnage shall exceed 50 tons and no General Permit shall be issued for a period longer than one month.

(iv) Any Permit for the supply of coal for resale by the customer may state:—

(a) the market or area in which the coal may be resold; and

(b) the price below which the coal may not be resold, and the maximum discount, commission, or credit which may be allowed by the customer.

It shall be a term of the Permit that coal shall be supplied by the Owner thereunder only if the customer agrees to observe such conditions.

(v) No Owner shall supply coal from his coal mine otherwise than under and in accordance with the terms of a Permit issued to him:

Provided that an Owner may supply coal without a Permit—

(a) for use in working the coal mine;

(b) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed;

(c) pursuant to any lease under which the coal mine is held; and

(d) in accordance with the provisions of Clause 11A of the Scheme for consumption in any excluded works of that Owner.

(vi) No Owner shall supply coal under a Permit so that the actual consideration received by him is less in value than the price stated in the Permit below which that coal shall not be supplied, or differs from the actual price at which that coal may be supplied, as the case may be; and in particular, no Owner shall make, allow, or give, or agree to make, allow or give, any gift, discount, commission, rebate, extended credit or allowance in respect of the price, quality, or weight of the coal or otherwise, other than any discount, commission or credit allowed by the Permit.

(vii) No Owner shall without the consent of the Sales Committee supply any additional tonnage of coal, or make any allowance or reduction in price, in consequence of complaint by a customer in regard to short weight or the quality of coal in any consignment.

(viii) If any part of the consideration payable for any coal supplied under a Permit has not been received by the Owner by the due date, he shall inform the Sales Committee thereof, and shall take such steps as they may direct to enforce the contract:

Provided that no Owner shall be bound to commence legal proceedings to enforce payment of the consideration or any part of it if he shall satisfy the Sales Committee that he has reasonable grounds for anticipating that such proceedings would fail to achieve their object.

(ix) Any Owner who acts in contravention of the provisions of paragraphs (vi), (vii) and (viii) of this Clause shall be deemed to have supplied coal otherwise than in accordance with the terms of the Permit issued in respect of the supply of that coal.

(x) For the purpose of ensuring the observance of the conditions upon which the

supply of coal by Owners is permitted the Board may keep a Register of distributors. If such a Register is kept the Sales Committee shall not issue a Special Permit for the supply of coal to, or through the agency of, any distributor whose name is not upon the Register kept for the purposes of this Clause, and no General Permit shall be deemed to authorise the supply of coal to, or through the agency of, any such distributor.

(xi) There shall be entered on the Register, on the application of any Owner, the name of any distributor who gives to the Board an undertaking in a form prescribed by them:—

(a) to observe any conditions relating to the sale of coal by him imposed on him by an Owner by virtue of any Permit; and

(b) to permit such inspection of his books or accounts by an accountant appointed by the Board as may be reasonably necessary to determine whether such conditions have been observed.

If any distributor acts in breach of his undertaking the Board shall remove his name from the Register, unless they are satisfied that the purposes of this Clause will not be prejudiced if his name remains upon the Register.

The name of any distributor which has been removed from the Register shall not be restored nor shall the name of any person controlled by that distributor be entered on the Register unless the Board are satisfied that the purposes of this Clause will not be prejudiced by such restoration or entry.

(xii) In this Clause "distributor" includes any exporter, factor, merchant, dealer, or other person, whose business includes the supply of coal.

(xiii) Permits may be issued upon an application therefor by an Owner or otherwise.

(xiv) Any Owner, who receives an enquiry for the supply of coal from his coal mine (other than an enquiry for coal which he is permitted and intends to supply under a General Permit or without a Permit), shall forthwith inform the Sales Committee thereof, stating by whom the coal is required, and giving particulars of the quantity and description of coal and the date for delivery thereof, and any other particulars which may be required by the Committee.

(xv) The Sales Committee shall allocate Permits to the Owners in such manner as is fair and equitable, and so that as far as possible the Owners can in every month or quarter for which basic tonnages and export supply standard tonnages are fixed supply:—

(a) coal for inland supply (otherwise than to their excluded works and pursuant to any lease under which the coal mine is held) in proportion to the monthly or quarterly basic tonnages of their respective coal mines;

(b) coal for export supply in proportion to the monthly or quarterly export supply standard tonnages of their respective coal mines; and

(c) the various commercial descriptions of coal in the proportions in which they are produced from their coal mines.

(xvi) The Committee shall also have regard to the customers to whom, and the markets in which, each Owner has been accustomed to sell the coal from his coal mine, and generally to the good will of each Owner.

(xvii) Before issuing a Permit for the supply of coal otherwise than at a pithead price, the Committee shall consider any representations made by the Owner to whom the Permit is to be issued with regard to the costs and charges which would be incurred by him in connection with the conveyance of that coal.

(xviii) Any Owner, who is not able or does not intend to supply coal under any Special Permit issued to him or to supply the maximum tonnage permitted thereunder, shall give notice thereof to the Sales Committee as soon as possible after receipt of the Permit, stating the reason therefor.

(xix) Each Owner shall forthwith give to the Sales Committee particulars of any agreement for the supply of coal entered into in pursuance of a Special Permit.

(xx) Every Owner shall on every working day send to the Sales Committee copies of invoices of all coal supplied from his coal mine during the preceding working day together with such other particulars as they may require.

15A. The Board may enter into agreements with any persons for the purpose of facilitating the operation of the provisions of the Scheme.

Returns of Output and Supply.

16.—(i) The Sales Committee shall from time to time and as early as possible in each week inform each Owner of the total tonnages of coal produced in the District which the Committee anticipate will be supplied for inland supply (otherwise than by Owners for consumption in their excluded works) from all the coal mines during that week.

(ii) As soon as possible after the end of each week the Sales Committee shall inform each Owner of the total tonnage of coal produced in the District and of the total tonnage of coal supplied for inland supply (otherwise than by Owners for consumption in their excluded works) from all the coal mines during that week.

Agreements.

16A. On or before the 1st day of August, 1936, each Owner shall give to the Sales Committee particulars of all agreements made before the 1st day of August, 1936, under which coal from his coal mine is to be supplied after that date (other than agreements in respect of which no Permit is required), and the Committee shall issue a Permit enabling such coal to be supplied in accordance with the agreement:

Provided that in calculating the tonnage of coal to be so supplied the Committee may exclude any tonnage of coal which may be supplied at the option of the Owner.

Compensation.

16B.—(i) Forthwith, after the end of each month or quarter for which basic tonnages are fixed the Sales Committee shall determine the total tonnage of coal supplied for

inland supply (otherwise than (a) by Owners for consumption in their excluded works and (b) pursuant to any leases under which the coal mines are held) from all the coal mines in that month or quarter. Such total tonnage shall be divided in the proportions of the monthly or quarterly basic tonnages as the case may be of all the coal mines for that month or quarter and the tonnage thus calculated for each coal mine shall subject to any addition under the following provisions be the trade share of that coal mine for inland supply for that month or quarter.

(ii) If in any month or quarter the total tonnage of coal so supplied from any coal mine is less than the trade share of that coal mine for that month or quarter the Board shall credit the Owner with compensation in respect of such deficiency at the rate of 2s. 6d. (two shilling and sixpence) per ton:

Provided that no compensation shall be payable in any case in respect of a deficiency or part thereof due to persistent requests to the Sales Committee by the Owner not to issue any Permits to him or to the persistent failure of the Owner to supply in accordance with the terms of the Permit coal for which a Permit has been issued to him unless, in the latter case, he shall satisfy the Sales Committee that having taken all reasonable steps so to supply his failure to supply was due to his inability to do so occasioned by some cause beyond his control not being any cause whatsoever restricting the output of coal from his coal mine:

Provided further than any tonnage in respect of which no compensation is payable under the provisions of this paragraph shall be divided in the proportions of the basic tonnages of the other coal mines for that quarter and the tonnage thus determined for each coal mine shall be added to the trade share thereof calculated under paragraph (i) of this Clause for that quarter.

(iii) If in any month or quarter as the case may be the total tonnage of coal so supplied from any coal mine is greater than the trade share of that coal mine for that month or quarter, the Board shall debit the owner with a contribution at the rate of 2s. 6d. (two shillings and sixpence) per ton in respect of such excess.

(iv) The Sales Committee shall every month or quarter as the case may be send an account to each Owner showing the sums due to or from that Owner under the provisions of this Clause. The balance of such amounts shall be paid by the Board or the Owner, as the case may be, forthwith.

Maintenance of Quality.

16C.—(i) Every Owner shall clean and prepare for the market coal of each commercial description in such a manner as to maintain the standard of quality of coal of that commercial description supplied otherwise than to excluded works during or subsequent to the year 1935 and the Board may formulate a reasonable specification for any commercial description of coal for the purpose of testing that the standard is maintained.

(ii) No Owner shall, without the consent of the Board, which shall not be unreasonably withheld, alter the methods employed in the preparation for the market of any coal produced from his coal mine.

(iii) The Sales Committee in fixing in any Permit the price below which any coal shall not be supplied or the actual price at which any coal may be supplied, shall have regard to any alteration in the methods employed in the preparation of that coal for the market, and any consequent improvement or deterioration in the quality of that coal.

18. Clause 17 shall have effect as if—

(a) in paragraph (i) thereof the words "contribution and" were omitted;

(b) for paragraph (ii) thereof there were substituted the following paragraph, that is to say:—

"(ii) The levies shall be calculated in proportion to the tonnages of coal supplied for inland supply and for export supply by the several Owners for the quarter next but one preceding that in which the same are authorised."

(c) in paragraph (iv) thereof, for the words "paid out of the District Fund such expenses" there were substituted the words "discharged out of the District Fund such expenses and liabilities".

19. Clause 18 shall have effect as if at the end of paragraph (ii) thereof there were added the following words, that is to say:—

"The Controller or any person authorised by the Sales Committee shall be entitled for the purpose of ensuring that the quality of any commercial description of coal is maintained at any time to inspect the surface works of the coal mine of any Owner."

20. Clause 19 shall have effect as if—

(a) in paragraph (i) thereof the words "At the meeting to be convened pursuant to Clause 1 of The Schedule hereto" were omitted;

(b) in the proviso to paragraph (iii) thereof the reference were to Clause 5 (ii) of the Schedule instead of to Clause 6 (ii); and

(c) in paragraph (v) thereof—

(1) for the word "contributions" there were substituted the word "levies"; and

(2) the reference were to paragraph (vi) of Clause 21 of the Scheme instead of to paragraph (v).

21. Clause 21 shall have effect as if—

(a) in paragraph (i) (a) (1) thereof—

(1) the words "or for inland supply" were omitted; and

(2) for the proviso thereto there were substituted the following proviso, that is to say:—

"Provided that where in any period for which quotas have been determined a quota for output of coal or any class of coal has been exceeded and the quota for export supply of coal or that class of coal has also been exceeded, one penalty only shall be payable in respect of such excesses calculated upon the amount of the excess over the quota for output or the excess over the quota for export supply whichever shall be the greater";

(b) in paragraph (i) (b) thereof the words "or inland supply" were omitted;

(c) for paragraph (ii) thereof there were substituted the following paragraph, that is to say:—

"(ii) Subject to the proviso to paragraph (v) of Clause 15 of the Scheme any Owner who supplies or is deemed to have supplied coal otherwise than under and in accordance with the terms of a Permit shall pay to the Board a penalty at the rate of ten shillings for each ton or part thereof so supplied or deemed to have been supplied."

(d) in paragraph (iii) thereof—

(1) the words "or shall fail to give particulars of all sales and deliveries made by him during the period, including deliveries to collieries for consumption and all allowances made for short weight, dirt and the like during such period, as provided by Clauses 9 and 16 respectively of the Scheme" were omitted; and

(2) before the word "returns" there were inserted the word "statements";

(e) there were inserted the following new paragraph, that is to say:—

"(v) Any Owner who fails to comply with any provision of the Scheme for the breach of which no specific penalty is already provided shall pay to the Trustees the sum of two hundred pounds in respect of each such failure unless the Owner proves to the satisfaction of the Board that the breach was occasioned by some cause beyond the control of such Owner. The Board may in any case at their discretion remit the penalty under this Clause either wholly or in part, having regard to the extent that, in the opinion of the Board, the breach has not injured or prejudiced the interests of the other Owners,"; and

(f) paragraph (v) thereof were renumbered "(vi)".

22. Clause 22 shall have effect as if in the proviso thereto the reference were to Clause 5 (iii) of the Schedule and not to Clause 6 (ii).

23. Clause 23 of the Scheme shall have effect as if—

(a) for paragraphs (i) to (vi) inclusive thereof there were substituted the following paragraphs, that is to say:—

"(i) Any Owner who is aggrieved by any act or omission of the Board or of any other persons in respect of their functions under the Scheme shall within fourteen days of the date of any notice of the matter, or where no notice is given within fourteen days after he first becomes aware of the matter, be entitled by giving notice in writing to the Board to require that the matter be referred to arbitration in accordance with the provisions of this Clause. Such Owner is hereinafter referred to as "the Claimant".

(ii) A panel of arbitrators shall be appointed by unanimous resolution of a general meeting of the Board or failing such unanimous resolution by the President of the Birmingham Law Society. Such appointment shall be for such period as may be decided by the Board. Where any matter is required to be referred to arbitration, it shall be referred to such arbitrator on the panel as may be appointed by agreement between the Board and the Claimant or failing such agree-

ment by the President of the Birmingham Law Society.

(iii) Upon receipt of a notice requiring that any matter be referred to arbitration the Board shall forthwith take all necessary steps to procure the appointment of the Arbitrator and shall thereupon refer the matter to him.

(iv) Where the annual output standard tonnages in respect of coal or the annual basic tonnages of all the coal mines are referred to arbitration under the provisions of Clause 8 or Clause 11 respectively of the Scheme—

(a) Every Owner shall be deemed to have referred to arbitration the said standard tonnage or basic tonnage of his coal mine as the case may be and to be a party to the arbitration; and

(b) If the arbitrator considers that the said standard tonnage or basic tonnage of any coal mine as the case may be should be diminished, he shall before making his award give notice in writing of the contemplated diminution to the Owner thereof and that Owner may submit any evidence or reasons or further evidence or reasons why such tonnage should not be diminished; and

(c) If the Board so decide the arbitrator shall sit with a mining engineer, accountant or other assessor. Such assessor shall be appointed by unanimous resolution of the Board or failing such unanimous resolution, in the case of an assessor being a mining engineer by the President of the Institution of Mining Engineers, in the case of an assessor being an accountant by the President of the Institute of Chartered Accountants, and in the case of any other assessor by the President of the Birmingham Law Society.

(v) (a) The Complainant shall within 14 days after giving his notice requiring the matter to be referred to arbitration furnish to the Arbitrator and to the Board a Statement of Complaint and he shall at the same time furnish a copy of such Statement of Complaint to every person or body of persons alleged to be responsible as aforesaid.

(b) Where the annual output standard tonnages in respect of coal or the annual basic tonnages of all the coal mines are referred to arbitration under the provisions of Clause 8 or Clause 11 of the Scheme, as the case may be, the Board shall on receipt of the Complainant's Statement of Complaint forthwith furnish a copy thereof to every other Owner together with the name and address of the Arbitrator, appointed and every such Owner may within 7 days after receipt of the copy of the Complainant's Statement of Complaint furnish to the Board and to the Arbitrator notice in writing of his desire to appear and be heard at the Arbitration and if any Owner shall give any such notice he shall within 14 days thereafter furnish to the Board and to the Arbitrator a Statement of Complaint on his own behalf.

(c) Every Statement of Complaint shall be in writing setting forth the matter or matters which the Complainant wishes to be referred to arbitration and containing

in numbered paragraphs particulars of the cause or causes of complaint including the names, descriptions and addresses of any person or body of persons alleged to be responsible therefor as well as particulars of any facts upon which the Complainant intends to rely and of the remedy or remedies which he proposes to claim in the arbitration.

(vi) The Arbitrator shall upon receipt of the Statement of Complaint or of the Statements of Complaint if more than one give such directions for the conduct of the arbitration as he may think fit and shall fix a day for hearing the matter referred to him which day (subject to the provisions of paragraph (vii) of this Clause) shall not be more than 42 days where there is but one Statement of Complaint or not more than 63 days where there is more than one Statement of Complaint after the service of the Complainant's notice under paragraph (i) of this Clause.

(vii) It shall be competent for an Arbitrator to extend the time for doing any act or delivering any Statement of Complaint or other document or for hearing the arbitration as he shall think fit; and

(b) paragraphs (vii) to (x) thereof were renumbered "(viii)" to "(xi)" respectively.

24. The Schedule to the Scheme shall have effect as if—

(a) paragraph 1 thereof were omitted;

(b) paragraph 2 thereof were renumbered "1" and the word "Subsequent" were omitted;

(c) paragraphs 3 and 5 thereof were renumbered "2" and "4" respectively;

(d) paragraph 4 thereof were renumbered "3" and the words "at the first Meeting" were omitted;

(e) paragraph 6 thereof were renumbered "5" and the proviso thereto were omitted; and

(f) paragraphs 7 to 12 thereof were renumbered "6" to "11" respectively.

25.—(A) Notwithstanding the repeal hereby made of paragraphs (vi) to (x) of Clause 13, Clause 14 and paragraph (ii) of Clause 21 such clauses shall remain in full force and effect as regards coal supplied or shipped after the date when the amendments hereby made come into force under contracts made before such date.

(B) The amendments hereby made in the Scheme shall not—

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

(ii) affect any liability or penalty resulting from any contravention of or failure to comply with any of the provisions of the Scheme which took place before the date when the amendments hereby made came into force.

(C) All such investigations, legal and other proceedings may be had, instituted and continued and notices served as may be necessary or proper for the purpose of enforcing any liability or recovering any penalty resulting as aforesaid and so far as relates to such investigations legal and other proceedings and notices such of the provisions of the Scheme as are hereby amended or repealed shall remain in force.

COAL MINES ACT, 1930.

THE KENT DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by subsection (4) of Section 3 of the said Act, the Board of Trade have made the Kent District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the Kent District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I of the Schedule to the said Order in substitution for the matters mentioned in paragraphs (a), (c), and (f) of subsection (2) of the said Section 3 and for the matters specified in Part II of the said Schedule in addition to the matters mentioned in subsections (2) and (3) of the said Section 3;

And whereas it is provided by Clause 58 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 58 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme:

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the Kent District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and prescribe the 1st day of August, 1936, as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said 1st day of August, and any owner is required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 27th day of July, 1936.

Harry Crookshank,
Secretary for Mines.

Board of Trade,
Mines Department,
Dean Stanley Street,
Millbank, London, S.W.1.
27th day of July, 1936.

SCHEDULE.

The Kent District (Coal Mines) Scheme, 1930, shall be amended in the following manner:—

1. Clause 1 shall have effect as if the reference therein were to Clause 61 of the Scheme instead of to Clause 58.

2. Clause 2 shall have effect as if after the word "regulation" there were inserted the words "and facilitation".

3. Clause 3 shall have effect as if there were added the following definition, that is to say:—

"Supply" includes Sale.

4. For Clause 15 there shall be substituted the following Clause, that is to say:—

"15.—(i) (a) The Board shall appoint a Sales Committee consisting of persons approved by the Board nominated by the Owners and of any independent Chairman appointed by the Board, to perform the functions allotted to them on behalf of and in the name of the Board. The members of the Committee may be paid such remuneration as the Board may determine.

(b) Each Owner shall be entitled to nominate one representative for this purpose and from time to time to nominate another representative in the place of the representative originally nominated. Each Owner may nominate some other person to act as the substitute of any such representative at meetings of the Committee. Any person so nominated as a substitute may attend meetings of the Committee with or in the absence of the representative for whom he is a substitute but shall vote only in the absence of such representative. Any appointment whether of a representative or of a substitute may at any time be terminated.

(c) If any Owner shall by a notice in writing addressed to the Secretary request that the Board shall appoint an Independent Chairman the Board shall forthwith proceed to make such appointment or cause the same to be made in the manner provided by the Scheme.

(d) The Independent Chairman may be appointed only by a majority of at least 66½ per cent. on a poll taken in accordance with the provisions of Clause 26 of the Scheme or in default of such a majority may be appointed by the President for the time being of the Institute of Chartered Accountants or the President for the time being of the Law Society or the President for the time being of the Institute of Civil Engineers. The Independent Chairman may be dismissed only by a like majority as is hereby required for the appointment by the Board of an Independent Chairman.

(ii) The Independent Chairman shall within three months after his appointment sell or dispose of any interest or shares or securities which he may hold in his own name or in the name of a nominee for his own benefit, in any undertaking carrying on in Great Britain the business of coal mining or supplying coal, or the manufacture or sale of by-products of coal or machinery or plant for coal mining. The Independent Chairman while he holds office shall not acquire for his own benefit any interest or shares or securities in any such undertaking, and if under any will or succession or otherwise he becomes entitled for his own benefit to any interest or shares or securities in any such undertaking, he shall sell or dispose of it or them within three months after he has become entitled thereto.

(iii) The Independent Chairman shall decide any question upon which the other members of the Committee shall not come to a unanimous decision:

Provided that, unless and until an Independent Chairman shall be appointed, if at any meeting of the Committee a member shall dissent from a decision of the Committee and shall claim by notice in writing to the Secretary that the matter be referred to the Board, the Board shall meet within seven days of the receipt of such notice by the Secretary and shall decide the matter in dispute."

5. Clause 16 shall have effect as if the word "succeeding" were omitted.

6. Clause 21 shall have effect as if in the proviso thereto the words "elected or" were omitted.

7. Clause 22 shall have effect as if the words "the first and" and the word "subsequent" were omitted.

8. Clause 26 shall have effect as if in the second paragraph thereof the words "or (if no Standard Tonnage shall have been fixed prior to the taking of a poll) one vote for each ton of output during the last preceding quarter at his coal mine according to a return which shall be made to the Secretary" were omitted.

9. Clause 28 shall have effect as if for the words "purposes of Clauses 29 to 31 (inclusive) of the Scheme" there were substituted the words "purpose of determination of standard tonnages".

10. Clause 29 shall have effect as if—

(a) in sub-clause (i) thereof—

(i) after the words "economic working" there were inserted the word "and"; and
(ii) the words from "and, in the case of" to the end of the sub-clause, were omitted;

(b) for sub-clauses (ii) to (iv) thereof there were substituted the following sub-clauses, that is to say:—

"(ii) (a) Before the 1st day of August, 1936, the Board shall determine for every coal mine a standard tonnage for that coal mine for such periods as the Board may decide in accordance with the provisions of the Scheme in respect of coal for export supply. Such standard tonnage shall be based on the aggregate tonnage of coal supplied from that coal mine for export supply during the quarters selected by the Owner thereof for the purposes of paragraph (b) of sub-clause (i) of Clause 30 of the Scheme, but in the determination thereof the Board shall have regard to any other matters relevant thereto.
(b) The standard tonnages thus determined shall come into force on the 1st day of August, 1936.
(iii) The Board may if they think fit further distribute the standard tonnages so determined for any such coal mine among the various classes of coal, determined according to the nature of the coal or of the trade, industry or other category of consumer supplied, produced therefrom."

(b) The standard tonnages thus determined shall come into force on the 1st day of August, 1936.

(iii) The Board may if they think fit further distribute the standard tonnages so determined for any such coal mine among the various classes of coal, determined according to the nature of the coal or of the trade, industry or other category of consumer supplied, produced therefrom."

(c) sub-clause (v) thereof were renumbered (iv); and

(d) sub-clause (vi) thereof were omitted.

11. For Clauses 30 and 31 there shall be substituted the following Clauses, that is to say:—

"30.—(i) (a) Before the 1st day of August, 1936, the Board shall determine the annual basic tonnage of each coal mine.

(b) Such annual basic tonnage shall be the aggregate tonnage of coal supplied from that coal mine for inland supply excluding coal supplied for consumption in the excluded works of the Owner of that coal mine during one (to be selected by the Owner from those in the three years ended 31st December, 1935) of each of the quarters ended 31st March, 30th June, 30th September and 31st December.

(ii) The annual basic tonnages thus determined by the Board shall come into force on the 1st day of August, 1936.

(iii) The Board shall determine the annual basic tonnage of any coal mine consisting of—

(a) a new colliery opened after the 31st day of July, 1936, or

(b) a colliery the working of which is recommenced after that date following abandonment or discontinuance of working before that date,

having regard in such first determination to the development of the colliery and all other relevant circumstances and to the interests of the other Owners.

(iv)(a) The Board shall forthwith upon any determination of annual basic tonnages divide such basic tonnages into quarterly basic tonnages in such proportions as may be fair and equitable having regard in the case of the first determination to the respective tonnages supplied during the quarters selected by each Owner under paragraph (b) of sub-clause (i) of this Clause. The Board may from time to time revise such quarterly basic tonnages where it is fair and equitable to do so.

(b) Notice of any quarterly basic tonnage determined under this Clause shall forthwith be given to each Owner.

31.—(i) For the purpose of assisting the Board in the determination of standard tonnages and basic tonnages every Owner shall furnish to the Board upon notice given to him by the Board a statement in writing giving any information which the Board may require for that purpose and every Owner may submit to the Board together with a statement so required, a claim in writing, accompanied by any evidence required to substantiate the same relating—

(a) in the case of any determination of the standard tonnage in respect of output of coal, to the special circumstances of the coal mine; and

(b) in the case of any determination of the standard tonnage in respect of export supply or any determination of basic tonnage to any matters relevant to such determination.

(ii) All standard tonnages and basic tonnages determined by the Board shall immediately be communicated to all Owners, and any Owner dissatisfied with any standard tonnage or basic tonnage determined in respect of his coal mine shall be entitled to appeal in accordance with Clauses 77 or 78 hereof.

32.—(i) The Board may at any time review, whether or not at the request of an Owner, any standard tonnage or basic tonnage and determine such revised standard tonnage or

revised basic tonnage as may seem to the Board fair and proper having regard—

(a) in the determination of any standard tonnage in respect of output to the rate of development and other special circumstances of the coal mine;

(b) in the determination of any standard tonnage in respect of export supply to the proportion which has been disposed of for export supply of the coal supplied from the coal mine during some recent period and to any other matters relevant to such determination; and

(c) in the determination of any basic tonnage to the relation which the tonnage of coal supplied from the coal mine for inland supply otherwise than to excluded works bears to the trade share of that coal mine and to any other matters relevant to such determination.

(ii) Where any person purchases or otherwise acquires part of an undertaking, the Board shall determine the amounts of the annual output and export supply standard tonnages of coal or any class of coal and of the annual basic tonnage which relate to that part of the undertaking, having regard in such determination of output and export supply standard tonnages to the special circumstances of the undertaking or to the matters relevant to such determination including the probable working life of the part of the undertaking so acquired as the case may be. Subject as hereinafter provided, those amounts shall be the annual output and export supply standard tonnages respectively of coal and that class of coal and the annual basic tonnage of that coal mine. The amounts so determined shall be deducted from the respective annual output and export supply standard tonnages and the annual basic tonnage of the undertaking and the remainders shall be the respective annual output and export supply standard tonnages and the annual basic tonnage of that part of the undertaking which has not been so acquired.

(iii) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking, the annual output and export supply standard tonnages of coal or any class of coal and the annual basic tonnage of that coal mine or the amounts determined under sub-clause (ii) of this Clause in respect of that part of the undertaking, as the case may be, shall be added to the respective annual output and export supply standard tonnages of coal and that class of coal and the annual basic tonnage of the coal mine previously belonging to such Owner to constitute the annual output and export supply standard tonnages and the annual basic tonnage of the undertaking.

(iv) (a) If, in pursuance of the provisions of Clause 33 of the Scheme the Board at any time after the 1st day of August, 1936, declare any works to which any Owner supplied coal from his coal mine during any of the quarters selected by him under sub-clause (i) (b) of Clause 30 hereof to be an excluded works of that Owner, they shall adjust the annual basic tonnage of his coal mine having regard to the tonnage of coal so supplied.

(b) If in pursuance of the provisions of Clause 33 of the Scheme, the Board, at any time after the first day of August, 1936, declare that any works to which an Owner supplied coal from his coal mine during any of the quarters selected by him under sub-clause (i) (b) of Clause 30 hereof, has ceased to be an excluded works of that Owner, they shall adjust the annual basic tonnage of the coal mine, having regard to all relevant circumstances and to the interests of the other Owners.

Excluded Works.

33.—(i) Any Owner who claims at any time to be the owner of or to control or to be controlled by the owner of any works and who desires to supply coal to those works shall notify the Board and shall give such information about those works and the connection between those works and his coal mine as the Board may require. If they consider any such claim established the Board shall declare that those works are excluded works of that Owner for the purposes of the Scheme.

(ii) If at any time an Owner proves to the satisfaction of the Board that he no longer either controls or is the owner of or is controlled by the Owner of any excluded works or that the qualities of coal required by those works cannot be produced from his coal mine the Board shall declare that those works shall cease to be excluded works.

(iii) Where in pursuance of the provisions of sub-clause (i) of this Clause the Board have declared any works to be excluded works of any Owner they shall, after consultation with him, forthwith determine the tonnage of coal (hereafter in the Scheme referred to as "the excluded tonnage") which may be supplied in any year from his coal mine for consumption in his excluded works.

(iv) The excluded tonnage shall be determined having regard to the tonnage of coal so supplied to those works during the quarters selected by the Owner under sub-clause (i) (b) of Clause 30 hereof, and to the prospective demand for coal from the coal mine for consumption in those works.

(v) Any such excluded tonnage may be varied by the Board at any time—

(a) if the prospective demand for coal from the coal mine for consumption in those works in any year differs from the excluded tonnage in respect thereof, or

(b) if the Board declare that any other works are excluded works of that Owner or that any works cease to be excluded works of that Owner.

(vi) Notice of any determination of any such excluded tonnage of any coal mine shall forthwith be given to each Owner.

(vii) The Board shall forthwith upon any determination of such excluded tonnage determine after consultation with the Owner the proportion of such excluded tonnage which may be supplied in each quarter for consumption in the excluded works of any Owner. Notice thereof shall forthwith be given to each Owner.

(viii) The Sales Committee shall from time to time fix a price for each commercial

description of coal supplied for consumption in any excluded works, below which price that description of coal shall not be so supplied.

Such prices shall be fixed having regard to the prices prevailing in the District for coal of those or similar commercial descriptions.

(ix) Any Owner shall upon notice given to him by the Board furnish in writing within the period specified in the notice any information the Board may require to assist them in any determination of such excluded tonnages."

12. Clause 32 shall have effect as if—

(a) it were renumbered "34";

(b) in sub-clause (i) thereof for the words from "may be supplied by the Owner thereof as the case may be" there were substituted the words "subject to the provisions of Clause 40 of the Scheme may be supplied by the Owner thereof as the case may be and such quotas shall be the same proportions of the corresponding standard tonnages for all coal mines";

(c) sub-clauses (vi), (viii) and (x) thereof were omitted; and

(d) sub-clauses (vii) and (ix) thereof were renumbered (vi) and (vii) respectively.

13. Clauses 33 and 34 shall be renumbered 35 and 36 respectively.

14. Clause 35 shall have effect as if—

(a) it were renumbered "37";

(b) the words "export supply or inland" were omitted; and

(c) the references therein were to Clauses 67 and 67A of the Scheme instead of to Clauses 63 and 64.

15. Clause 36 shall have effect as if—

(a) it were renumbered "38"; and

(b) the reference therein were to Clause 37 of the Scheme instead of to Clause 35.

16. There shall be inserted the following new Clause, that is to say:—

"38A. The Board may from time to time where it appears desirable to them to do so make rules defining, in relation to any trade, industry or other category of consumer supplied or to any mode of transport or delivery, when loading or supply shall be deemed to take place for any of the purposes of the Scheme."

17. For Clauses 37 to 45 inclusive of the Scheme there shall be substituted the following Clauses, that is to say:—

"Permits.

39.—(i) The supply by Owners of coal from their coal mines shall be regulated by the issue of permits by the Sales Committee.

(ii) The Sales Committee may issue—

(a) a Special Permit for the supply of coal in pursuance of an enquiry made therefor, or

(b) a General Permit for the supply of coal in circumstances such that in the opinion of the Committee it is unnecessary, in order to avoid competition between Owners, that a Special Permit should be issued in respect of each enquiry for coal.

(iii) Every Permit shall state—

(a) the name of the Owner to whom it is issued;

(b) the maximum tonnage of coal and the commercial description of coal which may be supplied thereunder;

(c) the price below which the coal shall not be supplied, or the actual price at which the coal may be supplied, and the maximum discount, commission or credit which may be allowed by the Owner;

(d) the period within which the coal may be supplied and any limitation upon the tonnages which may be supplied during any part of such period; and

(e) any special conditions of sale.

(iv) In addition every General Permit shall state the class of customer to whom or the markets in which the coal may be supplied and the maximum tonnage of coal (not exceeding 25 per cent. of the tonnage permitted to be supplied by such Permit) which may be supplied to any customer thereunder:

Provided that no General Permit shall be issued for the supply in any quarter of a tonnage of coal more than 10 per cent. of the quarterly basic tonnage or export supply quota as the case may be of the coal mine of that Owner for that quarter.

(v) Every Special Permit shall state the name of the customer to whom the coal may be supplied.

(vi) Any Permit for the supply of coal for re-sale by the customer may state—

(a) the market or area in which the coal may be re-sold; and

(b) the price below which the coal may not be re-sold, and the maximum discount, commission, or credit, which may be allowed by the customer.

It shall be a term of the Permit that coal shall be supplied by the Owner thereunder only if the customer agrees to observe such conditions.

40. No Owner shall supply coal from his coal mine otherwise than under and in accordance with the terms of a Permit issued to him:

Provided that an Owner may supply coal without a Permit—

(a) for use in working the coal mine;

(b) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed; and

(c) in accordance with the provisions of Clause 33 of the Scheme for consumption in any excluded works of that Owner.

40A.—(i) No Owner shall supply coal under a Permit so that the actual consideration received by him is less in value than the price stated in the Permit below which that coal shall not be supplied, or differs from the actual price at which that coal may be supplied as the case may be, and in particular no Owner shall make, allow or give, or agree to make, allow or give, any gift, discount, commission, rebate, extended credit or allowance in respect of the price, quality or weight of the coal or otherwise, other than any discount, commission or credit allowed by the Permit.

(ii) No Owner shall without the consent of the Sales Committee supply any additional tonnage of coal or make any allowance or reduction in price, in consequence of complaint by a customer in regard to short weight or the quality of coal in any consignment.

(iii) If any part of the consideration payable for any coal supplied under a Permit has not been received by the Owner by the due date, he shall inform the Sales Committee thereof, and shall take such steps as they may direct to enforce the contract.

(iv) Any Owner having a cause of action against any person in respect of any breach of the conditions of the sale of coal imposed by virtue of any Permit shall forthwith give notice thereof to the Sales Committee and if so required by the Committee take any steps reasonably necessary to proceed against such person in respect of such breach.

(v) Any Owner who acts in contravention of any of the provisions of this Clause shall be deemed to have supplied coal otherwise than in accordance with the terms of the Permit issued in respect of the supply of that coal.

41.—(i) Permits may be issued upon an application therefor by an Owner or otherwise.

(ii) Any Owner, who receives an enquiry for the supply of coal from his coal mine (other than an enquiry for coal which he is permitted and intends to supply under a General Permit or without a Permit), shall forthwith inform the Sales Committee thereof, stating by whom the coal is required, and giving particulars of the quantity and description of coal and the date for delivery thereof, and any other particulars which may be required by the Committee.

42.—(i) The Sales Committee shall allocate Permits to the Owners in such manner as is fair and equitable, and so that as far as possible the Owners can in every quarter supply—

(a) coal for inland supply (otherwise than for consumption in their excluded works) in proportion to the quarterly basic tonnages of their respective coal mines;

(b) coal for export supply, in proportion to the export supply standard tonnages of their respective coal mines; and

(c) the various commercial descriptions of coal in the proportions in which they are produced from their coal mines.

(ii) The Committee shall also have regard to the customers to whom, and the markets in which, each Owner has been accustomed to sell the coal from his coal mine, and generally to the goodwill of each Owner.

(iii) Before issuing a Permit for the supply of coal otherwise than at a pithead price, the Committee shall consider any representations made by the Owner to whom the Permit is to be issued with regard to the costs and charges which would be incurred by him in connection with the conveyance of that coal.

(iv) Any Owner, who is not able or does not intend to supply coal under any Special

Permit issued to him or to supply the maximum tonnage permitted thereunder, shall give notice thereof to the Sales Committee as soon as possible after receipt of the Permit, stating the reason therefor.

43.—(i) Each Owner shall forthwith give to the Sales Committee particulars of any agreement for the supply of coal entered into in pursuance of a Special Permit.

(ii) The Sales Committee may at any time require any Owner to supply to the Sales Committee duplicate invoices of all coal supplied from his coal mine during any period together with such other particulars as they may require.

44. The Sales Committee shall from time to time and as early as possible in each quarter inform each Owner of the total tonnage of coal produced in the District which the Committee anticipate will be supplied for inland supply (otherwise than by Owners for consumption in their excluded works) from all the coal mines during that quarter.

45. As soon as possible after the end of each week each Owner shall inform all other Owners of the total tonnages of coal produced at his coal mine supplied for inland supply (otherwise than for consumption in his excluded works) during that week.

46. On or before the 1st day of August, 1936, each Owner shall give to the Sales Committee particulars of all agreements made before the 1st day of August, 1936, under which coal from his coal mine is to be supplied after that date (other than agreements in respect of which no Permit is required) and the Committee shall issue a Permit enabling such coal to be supplied in accordance with the agreement.

47. The Board shall have power to enter into agreements with any persons for the purpose of facilitating the operation of the provisions of the Scheme:

Provided that if any Owner dissent from the making of any such agreement and require that the matter shall be referred to arbitration it shall not be entered into save in accordance with a decision of the arbitrator or arbitrators as the case may be.

Maintenance of Quality.

48.—(i) Every Owner shall clean and prepare for the market coal of each commercial description in such a manner as to maintain the standard of quality of coal of that commercial description supplied otherwise than to excluded works during the year 1935, and the Board may formulate a reasonable specification for any commercial description of coal for the purpose of testing that the standard is maintained.

(ii) No Owner shall, without the consent of the Board, which shall not be unreasonably withheld, alter the methods employed in the preparation for the market of any coal produced from his coal mine.

(iii) The Sales Committee in fixing in any Permit the price below which any coal shall not be supplied or the actual price at which any coal may be supplied, shall have regard to any alteration in the methods employed in the preparation of that coal for the

market, and any consequent improvement or deterioration in the quality of that coal."

18. Clause 46 shall have effect as if—

(a) it were renumbered "49"; and

(b) the words "At the General Meeting called in pursuance of Clause 15 of the Scheme" were omitted.

19. Clauses 47 to 51 shall be renumbered 50 to 54 respectively.

20. Clause 52 shall have effect as if—

(a) it were renumbered "55"; and

(b) before the word "levy" there were inserted the word "such".

21. Clause 53 shall be renumbered 56.

22. Clause 54 shall have effect as if—

(a) it were renumbered "57";

(b) for the word "paid" there were substituted the word "discharged";

(c) after the word "expenses" where that word first appears there were inserted the words "and liabilities"; and

(d) the word "other" and the words "including the expenses of the meeting summoned under Clause 15 of the Scheme" were omitted.

23. Clause 55 shall be renumbered 58.

24. Clause 56 shall have effect as if—

(a) it were renumbered "59"; and

(b) the words "at the General Meeting called in pursuance of Clause 15 of the Scheme" were omitted.

25. Clauses 57 and 58 shall be renumbered 60 and 61 respectively.

26. Clause 59 shall have effect as if—

(a) it were renumbered "62"; and

(b) there were added thereto the following sub-clause, that is to say:—

"(ii) Every Owner shall forward to the Board within three days after the end of such period as the Board may from time to time decide a statement in writing in such form as the Board may prescribe, giving in respect of such period full particulars of the output of coal or any class of coal of his coal mine and the tonnage of coal or of any class of coal disposed of for export supply and for inland supply respectively. The Board may require such other particulars as, in their opinion, may be necessary to assist them in regulating the output and supply of coal produced in the District."

27. There shall be inserted the following new Clause, that is to say:—

"63. Any person appointed for that purpose by the Board may at any time inspect and take samples of coal of any commercial description which is supplied by any Owner and any seam from which such coal is obtained, and may inspect any process used in the preparation of such coal and the weighing and despatch thereof. Any Owner shall give all facilities required for such inspection including the production of any books and records."

28. Clauses 60 to 62 shall be renumbered 64 to 66 respectively.

29. Clause 63 shall have effect as if—

(a) it were renumbered "67"; and

(b) in sub-clause (1) thereof—

(i) the words "or for inland supply" were omitted;

(ii) the reference therein were to Clause 37 of the Scheme instead of to Clause 35; and

(iii) for paragraph (ii) of the proviso, thereto there were substituted the following paragraph, that is to say:—

"(ii) where in any period for which quotas have been determined a quota for output of coal or any class of coal has been exceeded and the quota for export supply of coal or that class of coal has also been exceeded, one penalty only shall be payable in respect of such excesses calculated upon the amount of the excess over the quota for output or the excess over the quota for export supply, whichever shall be the greater."

30. Clause 64 shall have effect as if—

(a) it were renumbered "67A"; and

(b) the words "or inland supply" were omitted.

31. For Clause 65 there shall be substituted the following Clause, that is to say:—

"68. Subject to the proviso to Clause 40 any Owner who supplies coal otherwise than under and in accordance with the terms of a Permit shall pay to the Board on demand a penalty at the rate of 5s. (five shillings) for each ton or part thereof so supplied."

32. Clause 66 shall have effect as if—

(a) it were renumbered "69";

(b) after the word "Board" where that word first appears there were inserted the words "or any other persons having functions under the Scheme";

(c) before the word "return" where that word first appears there were inserted the word "statement"; and

(d) the words "or prescribed by the Board" were omitted.

33. For Clause 67 there shall be substituted the following Clauses, that is to say:—

"70. Any Owner who fails to comply with the provisions of Clauses 62 and 63 of the Scheme shall pay to the Board a penalty not exceeding £20 for each day of such default.

71. Any Owner who fails to comply with any provision of the Scheme for a breach of which no specific penalty is therein provided shall pay to the Board on demand a sum of £50 (fifty pounds) in respect of each such failure, and in the case of a continuing failure a sum of £20 (twenty pounds) for each day during which the default continues:

Provided that the Board may remit the whole or any part of such penalty having regard to the extent that, in the opinion of the Board the breach has not injured or prejudiced the interests of the other Owners."

34. Clause 68 shall be renumbered 72.

35. Clause 69 shall have effect as if—

(a) it were renumbered "73";

(b) the words "Clauses 63 and 65 to 67 of" were omitted; and

(c) in the proviso thereto the reference were to Clause 76 of the Scheme instead of to Clause 71.

36. There shall be inserted the following new Clause, that is to say:—

"Compensation.

74.—(i) Forthwith, after the end of each quarter the Board shall determine the total tonnage of coal supplied for inland supply

(otherwise than by Owners for consumption in their excluded works) from all the coal mines in that quarter. Such total tonnage shall be divided in the proportions of the quarterly basic tonnages of all the coal mines for that quarter and the tonnage thus calculated for each coal mine shall subject to any addition under the following provisions be the trade share of that coal mine for that quarter.

(ii) If in any quarter the total tonnage of coal so supplied from any coal mine is less than the trade share of that coal mine for that quarter the Board shall credit the Owner with compensation in respect of such deficiency at the rate of 3d. (threepence) per ton:

Provided—

(a) that no compensation shall be payable in respect of a deficiency or part thereof due to the failure of the Owner to supply the tonnage of coal for which any Permit relating to the supply within that quarter has been issued to him, unless he shall satisfy the Board that such failure was not caused by his inability or unwillingness to supply;

(b) that in no case shall compensation be payable in respect of such part of a deficiency as is in excess of 15 per cent. of the trade share of the coal mine; and

(c) that any tonnage in respect of which no compensation is payable under the provisions of this sub-clause shall be divided in the proportions of the basic tonnages of the other coal mines for that quarter and the tonnage thus determined for each coal mine shall be added to the trade share thereof calculated under sub-clause (i) of this Clause for that quarter.

(iii) If in any quarter the total tonnage of coal so supplied from any coal mine is greater than the trade share of that coal mine for that quarter, the Board shall debit the Owner with a contribution in respect of such excess at the rate prescribed in the next following sub-clause.

(iv) The contribution shall be calculated at the following rates:—

(a) in respect of any excess or part thereof not exceeding 5 per cent. of the trade share, at the rate of 3d. (threepence) per ton.

(b) in respect of any part of an excess exceeding 5 per cent. but not exceeding 10 per cent. of the trade share, at the rate of 1s. 0d. (one shilling) per ton.

(c) in respect of any part of an excess exceeding 10 per cent. of the trade share at the rate of 2s. 0d. (two shillings) per ton.

(v) The Board shall at the end of each quarter send an account to each Owner showing the sums due to or from that Owner under the provisions of this Clause. The balance of such amounts shall be paid by the Board or the Owner, as the case may be, forthwith."

37. Clause 70 shall have effect as if—

(a) it were renumbered "75";

(b) after the words "of the Board" where those words first appear there were inserted the words "or of any other persons in respect of their functions under the Scheme"; and

(c) the words "of the Board" where those words appear for the second time were omitted.

38. Clause 71 shall have effect as if—

(a) it were renumbered "76"; and

(b) the reference therein were to Clause 72 of the Scheme instead of to Clause 68.

39. Clauses 72 and 73 shall be renumbered 77 and 78 respectively.

40. Clause 74 shall have effect as if—

(a) it were renumbered "79";

(b) the words "shall fail to prepare in manner aforesaid before the 20th day of April, 1931, a list of a sufficient number of nominees to constitute the panel or" were omitted; and

(c) for the word "therein" where that word appears for the second time there were substituted the words "in the panel".

41. Clauses 75 to 77 shall be renumbered 80 to 82 respectively.

42. Clause 78 shall have effect as if—

(a) it were renumbered "83";

(b) after the words "of the Board" there were inserted the words "or of any other persons in respect of their functions under the Scheme"; and

(c) the words "by the Board" were omitted.

43. Clause 79 shall have effect as if—

(a) it were renumbered "84"; and

(b) after the word "Board" there were inserted the words "or of any other persons in respect of their functions under the Scheme".

44. Clause 80 shall be renumbered 85.

45. Clause 81 shall have effect as if—

(a) it were renumbered "86"; and

(b) the references therein were to Clauses 54 and 55 of the Scheme instead of to Clauses 51 and 52.

46. Clause 82 shall be renumbered 87.

47.—(A) Notwithstanding the repeal hereby made of Clauses 37 to 45 (inclusive) and Clause 65 such clauses shall remain in full force and effect as regards coal supplied or shipped after the date when the amendments hereby made come into force under contracts made before such date.

(B) The amendments hereby made in the Scheme shall not—

(i) affect the previous operation of the Scheme or anything duly done or suffered thereunder:

(ii) affect any liability or penalty resulting from any contravention of or failure to comply with any of the provisions of the Scheme which took place before the date when the amendments hereby made came into force.

(C) All such investigations, legal and other proceedings may be had, instituted and continued and notices served as may be necessary or proper for the purpose of enforcing any liability or recovering any penalty resulting as aforesaid and so far as relates to such investigations legal and other proceedings and notices such of the provisions of the Scheme as are hereby amended or repealed shall remain in force.

COAL MINES ACT, 1930.

THE SOUTH STAFFORDSHIRE (EXCLUSIVE OF CANNOCK CHASE) AND WORCESTERSHIRE DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by sub-section (4) of Section 3 of the said Act, the Board of Trade have made the South Staffordshire (Exclusive of Cannock Chase) and Worcestershire District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the South Staffordshire (Exclusive of Cannock Chase) and Worcestershire District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I of the Schedule to the said Order in addition to the matters mentioned in subsections (2) and (3) of the said Section 3 and for the matters specified in Part II of the said Schedule in substitution for the matters mentioned in paragraphs (a), (e) and (f) of sub-section (2) of the said Section 3;

And whereas it is provided by Clause 33 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 33 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme:

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the South Staffordshire (Exclusive of Cannock Chase) and Worcestershire District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and prescribe the 1st day of August, 1936, as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said 1st day of August, and any owner is required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 25th day of July, 1936.

Harry Crookshank,

Secretary for Mines.

Board of Trade,

Mines Department,

Dean Stanley Street,

Millbank, London, S.W.1.

25th day of July, 1936.

SCHEDULE.

The South Staffordshire (Exclusive of Cannock Chase) and Worcestershire District (Coal Mines) Scheme, 1930, shall be amended in the following manner:—

1. Clause 2 shall have effect as if—

(a) the definitions of the following terms were omitted:—

“Majority Owners”

“Minority Owners”

“Export Supply”

“Inland Supply”, and

(b) there were added the following definition, that is to say:—

“Year 1935” means the year ended 31st December, 1935.

2. Clause 3 shall have effect as if in sub-clause (2) thereof after the word “regulated” there were inserted the words “and “facilitated”.

3. Clause 4 shall have effect as if—

(a) after the word “regulating” there were inserted the words “and facilitating”;

(b) after the word “coal” where that word appears for the first time there were inserted the words “in the District”; and

(c) the words “in the District” at the end of the Clause were omitted.

4. Clause 5 shall have effect as if—

(a) for sub-clause (1) thereof there were substituted the following sub-clause, that is to say:—

“5.—(1) The Board shall consist of not less than nine nor more than ten representatives (who may be Owners or persons representing Owners), and shall be elected annually at a general meeting of Owners:

Provided that there shall never be on the Board more than one representative of any one Owner unless such Owner's annual basic tonnage exceeds one fifth part of the aggregate annual basic tonnages of the District and in no case shall there be more than two representatives of any one Owner whatever his annual basic tonnage.”;

(b) in sub-clause (2) thereof after the word “attend” there were inserted the words “as a member”;

(c) in sub-clause 3 thereof:—

(i) the words “first and every succeeding” were omitted; and

(ii) the reference were to Clause 27 of the Scheme instead of to Clause 29.

5. Clause 6 shall have effect as if for the words “for twelve months, at the end of which period” there were substituted the words “until the next annual general meeting of Owners succeeding their appointment, when”.

6. Clause 8 shall have effect as if in the proviso thereto for the word “this” there were substituted the word “the”.

7. Clause 10 shall have effect as if for the word “Four” there were substituted the word “Five”.

8. Clause 11 shall have effect as if the proviso thereto were omitted.

9. For Clause 12 there shall be substituted the following Clause, that is to say:—

“12. In addition to those Committees of which the appointment is specifically provided in the Scheme, the Board shall have

power to appoint Committees to consist either of members of the Board or other persons, and to delegate to such Committees such functions as the Board may think fit. All decisions of Committees appointed under this Clause shall be subject to confirmation by the Board, and the Board may, if they think fit, pay remuneration to the members of any such Committees."

10. Clause 13 shall have effect as if—

(a) after the word "officers" there were inserted the words "agents and servants"; and

(b) the following sentence were added at the end thereof, that is to say:—

"In making such appointments the Board shall give effect to the provisions of the Schedule hereto".

11. Clause 14 shall have effect as if for the word "Sub-Committee" there were substituted the word "Committee".

12. Clause 15 shall have effect as if for the word "Sub-Committees" there were substituted the word "Committees".

13. Clause 16 shall have effect as if—

(a) for the word "Sub-Committees" there were substituted the word "Committees";

(b) after the word "officers" there were inserted the words "agents and servants"; and

(c) after the word "owners" there were inserted the words "and the remuneration of any of the members of any Committee".

14. For Clauses 17 and 18 there shall be substituted the following Clause, that is to say:—

"17. An annual general meeting of Owners shall be held in each year at a date not later than the 15th day of October. The business of such annual general meeting shall include the election of the Board for the ensuing year."

15. Clauses 19 and 20 shall be renumbered 18 and 19 respectively.

16. Clause 21 shall have effect as if—

(a) it were renumbered "20";

(b) for the word "six" there were substituted the word "three"; and

(c) the words "representing a majority of the output of the District" were omitted.

17. Clause 22 shall be renumbered 21.

18. For Clause 23 there shall be substituted the following Clause, that is to say:—

"22. Unless a shorter notice shall be unavoidable, at least seven days' notice in writing of every general meeting and of any adjournment thereof, stating the time, the date and the place of the meeting shall be given by the Secretary or other person convening the meeting to each Owner and such notice shall also state the general nature of the business to be transacted at the meeting, but the non-receipt of the notice by any Owner shall not invalidate the proceedings at the meeting."

19. Clause 24 shall have effect as if—

(a) it were renumbered "23"; and

(b) the words "including the expenses of the meeting summoned under Clause 17 of the Scheme" were omitted.

20. Clause 25 shall have effect as if—

(a) it were renumbered "24"; and

(b) in sub-clause (1) thereof the words "the first and" and the word "subsequent" were omitted.

21. Clause 26 shall have effect as if—

(a) it were renumbered "25";

(b) for the words "six Owners or Owners representing a majority of the output of the District or their representatives are personally present" there were substituted the words "Owners representing at least 51 per cent. of the aggregate of the annual basic tonnages of all the coal mines at the date of the meeting is present"; and

(c) in the proviso thereto for the word "may" where that word first appears there were substituted the word "shall".

22. For Clauses 27 to 37 inclusive there shall be substituted the following Clauses, that is to say:—

"26.—(1) Any Owner shall be entitled by giving notice to the Secretary to nominate a representative or representatives, and also a substitute or substitutes for such representative or representatives, being Directors or officials employed by such Owner, to act in his place at all general meetings, and any person or persons so nominated shall for the purpose of the proceedings of all such meetings and voting thereat in the absence of the Owner, be deemed to be an Owner.

(2) Attendance at general meetings shall not be limited to one such representative or substitute for each Owner, but in the event of two or more representatives or substitutes attending the meeting, only one such representative or substitute may vote on behalf of such Owner.

27. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is demanded by any Owner, and unless such a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority or lost, and an entry to that effect in the book of proceedings of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. On a show of hands every Owner shall have one vote, and at a poll every Owner shall have one vote for each ton of the annual basic tonnage of his coal mine at the date of the meeting.

28. A report of the proceedings of all general meetings shall be entered in a Minute Book, and a proper record of such meetings shall be kept. The minutes of each meeting shall be signed by the Chairman of the meeting at which they are approved, and such signature shall be sufficient evidence of their accuracy.

Notice of Decisions of the Board and other Notices.

29. All notices required to be given under the Scheme may be served upon an Owner at his registered office or principal place of business either personally or by posting the same by prepaid post, and if posted shall be deemed to have been received by the Owner within 24 hours from the posting thereof.

30. The Board shall through the Secretary forthwith after any meeting of the Board or of any Committee send a copy of the minutes of such meeting to each member of the Board.

Amendment of Scheme.

31. If at any time it is thought desirable at a general meeting of the Owners to alter or amend any of the provisions of this Scheme, or to adopt a new Scheme in substitution for this Scheme, such amendment, alteration or new Scheme shall, subject to the approval of a majority representing at least sixty-five per cent. of the aggregate of the annual basic tonnages of all the coal mines at the date of the meeting, be submitted for approval by the Board to the Board of Trade, and if approved by them shall operate as and from such date as they may fix.

Supply of Coal by Owners.

32. On and after the 1st day of August, 1936, no Owner shall supply coal from his coal mine otherwise than to or to the order of the Board:

Provided that an Owner may supply coal—

- (a) for use in working the coal mine;
- (b) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed; and
- (c) for consumption in any excluded works of that Owner as hereinafter defined.

Excluded Works.

33.—(1) Any Owner who claims at any time to be the Owner of or to control or to be controlled by the Owner of any works or to be controlled by a person who also controls any works and who desires to supply coal to those works shall notify the Board and shall give such information about those works and the connection between those works and his coal mine as the Board may require. If they consider any such claim established the Board shall declare that those works are excluded works of that Owner for the purposes of the Scheme.

(2) If at any time an Owner proves to the satisfaction of the Board that he no longer controls or is the Owner of or is controlled by the Owner of any excluded works, or that he is no longer controlled by the person who controls the excluded works, or that the qualities of coal required by those works cannot be produced from his coal mine the Board shall declare that those works shall cease to be excluded works.

34.—(1) Where in pursuance of the provisions of Clause 33 of the Scheme the Board have declared any works to be excluded works of any Owner they shall forthwith determine the annual tonnage of coal which may be supplied in any year from the coal mine of that Owner for consumption in his excluded works.

(2) Such annual tonnage shall be determined having regard to the tonnage of coal supplied from the coal mine during the year 1935 for consumption in those works and to the prospective demand for coal from the coal mine for consumption in those works.

(3) Any such annual tonnage may be varied by the Board at any time—

- (a) if it appears to the Board that the prospective demand for coal from the coal mine for consumption in those works in

any year differs from the annual tonnage in respect thereof; or

(b) if the Board declare that any other works are excluded works of that owner or that any works cease to be excluded works of that owner.

(4) Notice of any determination of any such annual tonnage of any coal mine shall forthwith be given to the owner thereof.

(5) Each Owner may within seven days before the beginning of each month give notice in writing to the Board specifying the proportion of such annual tonnage which he desires to be allocated to that month and subject to the approval of the Board such allocation shall be the monthly tonnage which may be supplied from the coal mine of that Owner in that month for consumption in his excluded works. In default of such notice or if the Board do not approve the proportion specified in such notice the Board shall allocate such monthly tonnage as may be fair and equitable, and notice thereof shall forthwith be given to the Owner. The Board may at any time at the request of an Owner vary any monthly tonnage.

(6) Any Owner shall upon notice given to him by the Board furnish in writing within the period specified in the notice any information the Board may require to assist them in any determination of such annual or monthly tonnages.

Sale of coal by the Board.

35.—(1) The Board may do all things necessary or expedient for the purchase by them of coal from the Owners and for the proper and efficient conduct of the sale of such coal and without prejudice to the generality of such powers may—

(a) acquire any land, premises or plant required for such purposes, and dispose of any land, premises or plant held by them not then so required;

(b) acquire or arrange for the provision of any trucks, wagons, lorries, barges or other vehicles or vessels for the transport of coal and dispose of any such vehicles or vessels;

(c) purchase for sale from depots acquired by them under the provisions of Clause 64 of the Scheme or elsewhere coal produced in other districts in so far as such coal has customarily been sold by the Owners;

(d) enter into agreements with any persons or bodies of persons relating to the terms and conditions of the supply or sale of coal whether produced in the District or elsewhere; and

(e) grant loans to any Owner in respect of any increase of the stocks of coal normally held by him.

(2) The Board shall appoint a Selling Committee who may be members of the Board or other persons, and who may be paid such remuneration as the Board may determine, and the Board may delegate to such Committee, subject to such restrictions and conditions as they think fit, such functions relating to the sale of coal (in addition to the functions expressly provided in the Scheme) as in their opinion would be better regulated or managed by such Committee.

(3) The Board may exercise the functions specified in this Clause under the name of South Staffordshire Associated Collieries.

Classification and Minimum Prices.

36.—(1) The Board shall allocate the coal produced at the coal mines into classes and fix a minimum price per ton of twenty hundredweights for each class of coal, below which price coal of that class shall not be sold or supplied by owners to excluded works or by the Board:

Provided that the Board may fix different minimum prices for any class of coal for supply to or for re-sale or consumption in different areas or places.

(2) The Selling Committee shall submit for the approval of the Board a classification and minimum prices in accordance with the preceding sub-clause.

(3) From time to time upon application by any Owner or upon the recommendation of the Selling Committee the Board may revise such classification or any minimum price as may appear to them desirable.

(4) Any classification or minimum price fixed by the Board shall forthwith be communicated to the Owners concerned.

(5) If any Owner is dissatisfied with any classification made by the Board or with any minimum price fixed for the time being by the Board in respect of any coal or class of coal supplied by that Owner to an excluded works, he may give notice of objection to the Board at any time and the Board shall thereupon reconsider the matter and deliver their decision thereon without delay.

37. As from the date when any minimum price is fixed by the Board for any class of coal under the provisions of the Scheme, neither an Owner supplying coal of that class to an excluded works nor the Board shall, either directly or indirectly—

(i) sell or supply the coal at a price below the appropriate 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 appropriate 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.

38. 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 appropriate 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."

23. Clause 38 shall have effect as if—

(a) it were renumbered "39"; and

(b) the words "determined according to the nature of the coal or of the trade, industry or other category of consumer supplied" were omitted.

24. Clause 39 shall have effect as if—

(a) it were renumbered "40";

(b) after the words "economic working" there were inserted the word "and"; and

(c) the words "and, in the case of the first determination, the proportion which the output of the coal mine bore to the output of the District during the twelve months ended the 30th June, 1930" were omitted.

25. Clause 40 shall have effect as if—

(a) it were renumbered "41";

(b) in sub-clause (1) thereof the words from "and, in particular" to the end of the sub-clause were omitted;

(c) in sub-clause (2) thereof the words "and the respective quantities of each class of coal comprised in the output for the period that he may select" were omitted; and

(d) sub-clause (3) thereof were omitted.

26. For Clauses 41, 41A and 42 there shall be substituted the following Clause, that is to say:—

"42. Immediately after the determination by the Board of standard tonnages and immediately after any revision thereof, notice shall be given to each owner of the standard tonnage so determined for his coal mine and of any special conditions attaching thereto and of any provisions relating to the distribution of such tonnage among the classes of coal produced from the coal mine."

27. Clause 44 shall have effect as if—

(a) for the words "of any standard tonnage in respect of output" there were substituted the word "thereof";

(b) after the word "mine" where that word first appears there were added the word "concerned"; and

(c) the words from "and in determining" to the end of the Clause were omitted.

28. For Clauses 45 to 47 inclusive there shall be substituted the following Clauses, that is to say:—

"45.—(1) Where any person purchases or otherwise acquires part of an undertaking, the Board shall determine the amounts of the annual standard tonnages of coal and any class of coal of the undertaking which relate to that part of the undertaking, having regard in such determination to the special circumstances of the undertaking. Subject as hereinafter provided those amounts shall be the annual standard tonnages of coal and that class of coal of that coal mine. The amounts so determined shall be deducted from the respective annual standard tonnages of the undertaking and the remainders shall be the annual standard tonnages of that part of the undertaking which has not been so acquired.

(2) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking the annual standard tonnages of coal and any class of coal of that coal mine or the amounts determined under the last preceding sub-clause in respect of that part of the undertaking, as the case may be, shall be added to the annual standard tonnages of coal and that class of coal of the coal mine previously belonging to such Owner to constitute the annual standard tonnages of the undertaking.

Determination of Quotas.

46.—(1) The Board shall from time to time determine the proportion (hereinafter in the Scheme referred to as "the quota") of the standard tonnage of each coal mine that may be produced therefrom.

(2) If standard tonnages have been determined in respect of any class of coal the Board may, if they think fit, determine a separate quota for such class.

47.—(1) All quotas shall be so calculated that during no period in respect of which allocations have been fixed by the Central Council shall any of such allocations be exceeded.

(2) Quotas shall be determined for such period as the Board may decide within the period of the allocation to which such quotas relate, and shall be notified by the Board to all the Owners not later than seven days before the commencement of the period to which they relate.

(3) The quotas and the periods for which they are fixed shall be determined by the Board having regard, among other matters, to the prospective demand for the coal to which those quotas relate.

(4) Any quota determined shall be the same proportion of the corresponding standard tonnage for all coal mines.

48. The Board may at any time after the determination of a quota increase it so, however, that the tonnage of coal permitted to be raised under any allocation shall not be exceeded. Any such increase shall be notified to all the Owners affected thereby in such manner as the Board may think suitable for informing them thereof without delay, and shall come into operation forthwith or at such time as may be specified in the notice.

49. Every Owner shall forward to the Board within seven days after the end of each period for which a quota has been determined a statement in writing in such form as the Board may prescribe, giving in respect of such period full particulars of the output of his coal mine, and the output of any class of coal for which a separate quota has been determined. The Board may require such other particulars as, in their opinion, may be necessary for ascertaining whether the tonnage permitted to be produced under the relevant quota for the coal mine has been exceeded."

29. Clause 48 shall have effect as if—

(a) it were renumbered "50";

(b) the words "or the supply of" were omitted;

(c) after the word "permitted" where that word first appears there were inserted the words "to be produced"; and

(d) the proviso thereto were omitted.

30. For Clauses 49 to 83 inclusive there shall be substituted the following Clauses, that is say:—

"51.—(1) At any time during any period for which a quota has been determined any Owner who considers that the output of coal or any class of coal from his coal mine will be less than that permitted under the relevant quota may inform the Selling Com-

mittee stating the amount of such quota tonnage which he is willing to transfer to the Pool constituted as hereinafter described.

(2) The Selling Committee shall open a Pool Account and shall register therein the amount of any tonnage (hereinafter called the "Pool Tonnage") offered for transfer thereto by any Owner and the date of each such offer.

(3) Any Owner desiring to acquire Pool Tonnage shall make a written application to the Selling Committee stating the amount of the tonnage he desires and unless the Board shall consider such application excessive and shall disallow it in whole or in part, the application shall also be registered in the Pool.

(4) Pool Tonnage shall be transferred from the Pool in order of date of registration, that is to say tonnage first registered shall be transferred before tonnage subsequently registered.

(5) Applications for Pool Tonnage shall also be dealt with in order of date, but when at any date the Pool Tonnage is not sufficient to meet in full the applications registered at that date then the Pool Tonnage shall be divided amongst the applicants registered at that date proportionately to the respective amounts of tonnage applied for.

(6) Each Owner shall not less than 14 days before the expiration of the period for which a quota has been determined make to the Selling Committee a return showing the number of tons by which the actual output of his coal mine has fallen short, if at all, of the proportion of the output permitted under the relevant quota of such coal mine for the period to the date of such return. Any Owner shall, unless he satisfies the Board that it is unlikely that for the whole of the quota period the output of his coal mine will not be less than the quota thereof, be deemed to have offered for transfer to the Pool on the fourteenth day before the expiration of such period the number of tons (if any) representing the deficiency less a reservation calculated by multiplying the number of tons forming the quota for that coal mine for the whole period of allocation by 18 and dividing the result by the number of working days in the period.

(7) An Owner to whom Pool Tonnage is transferred shall pay the Board therefor at the following rates:—

If the tonnage applied for from the Pool during any period for which a quota has been determined does not exceed the tonnage registered the rate shall be 3d. per ton.

If the tonnage applied for during such period exceeds the tonnage registered:—

(i) By not more than 10 per cent. the rate shall be 3½d. per ton.

(ii) By more than 10 per cent. and not more than 20 per cent. the rate shall be 4d. per ton.

(iii) By more than 20 per cent. the rate shall be 4½d. per ton.

(8) Payments received by the Board for Pool Tonnage shall (after deducting such sum for the expenses of the administration

of the Pool as the Board shall incur) be distributed between the Owners whose quota tonnage has been registered *pro rata* to the amounts of those tonnages which have been transferred thereout.

(9) Pool Tonnage not distributed in any period for which a quota has been determined shall be cancelled and shall not be carried forward to a future period.

(10) Except as before mentioned no arrangement shall be made between one Owner and another for the transfer of quota tonnage.

Basic Tonnages.

52.—(1) Before the 1st day of August, 1936, the Board shall determine the annual basic tonnage of every coal mine.

Subject as hereinafter provided such annual basic tonnage shall be the tonnage of coal supplied during the year 1935 from that coal mine, after deduction of the tonnages of coal supplied in that year for the purposes specified in the proviso to Clause 32 of the Scheme:

Provided that the Board shall make a special addition in respect of any strike, lock-out or accident which prevented or restricted the supply of coal in that year from that coal mine equal to the additional tonnage which, in the opinion of the Board, would have been supplied in that year from that coal mine but for that strike, lock-out or accident.

(2) In the case of a coal mine comprising—

(a) a new colliery opened after the first day of January, 1935; or

(b) a colliery the working of which is recommenced after that date following any abandonment or discontinuance of working for a period exceeding six months;

the Board, in the determination of the annual basic tonnage thereof under the last preceding sub-clause, shall have regard to the development of the colliery and to all other relevant circumstances, and to the interests of the other owners.

(3) The annual basic tonnages thus determined by the Board shall come into operation upon the 1st day of August, 1936.

(4) The Board may at any time review whether or not at the request of an Owner any basic tonnage and determine such revised basic tonnage as may seem to the Board fair and proper having regard to all relevant circumstances and to the interests of the other owners and particularly to the fact that the owner has persistently failed to supply such quantities of coal as the Selling Committee have directed or has persistently requested the Selling Committee not to direct supply.

53.—(1) The Board shall determine the annual basic tonnage of any coal mine consisting of—

(a) a new colliery opened after the 31st day of July, 1936; or

(b) a colliery the working of which is recommenced after that date following abandonment or discontinuance of working before that date;

having regard in such first determination to the development of the colliery and

all other relevant circumstances and to the interests of the other owners.

(2) Where any person purchases or otherwise acquires part of an undertaking the Board shall determine the amount of the annual basic tonnage of the undertaking which relates to that part of the undertaking and subject as hereinafter provided that amount shall be the annual basic tonnage of that coal mine. The amount so determined shall be deducted from the annual basic tonnage of the undertaking and the remainder shall be the annual basic tonnage of that part of the undertaking which has not been so acquired.

(3) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking, the Board shall determine the proportion of the annual basic tonnage of that coal mine, or of the amount determined under the last preceding sub-clause in respect of that part of the undertaking, as the case may be, which shall be added to the annual basic tonnage of the coal mine previously belonging to such owner to constitute the annual basic tonnage of the undertaking. Such proportion shall be determined having regard to all relevant circumstances including the probable working life of the coal mine or part of an undertaking so acquired.

53A.—(1) Notice of any basic tonnage determined by the Board and of the results of any revision thereof under the provisions of Clause 52 of the Scheme shall immediately be given by the Board to each Owner.

(2) If any Owner is dissatisfied with any basic tonnage so determined and communicated to him as aforesaid he may give notice of objection to the Board at any time within fourteen days of such communication, and the Board shall thereupon reconsider the matter and deliver their decision thereon without delay.

54. For the purpose of assisting the Board in any determination of annual basic tonnages any owner shall upon notice given to him by the Board furnish to the Board within the period specified in the notice, a statement in writing giving any information which the Board may require for that purpose, and any owner who claims that a special addition, or a revision, under Clause 52 of the Scheme should be made, shall with such statement furnish to the Board a notice in writing, stating the addition or revised annual basic tonnage which he claims, together with any evidence required to substantiate the claim.

55.—(1) Within seven days of the date of the notice of any determination of the annual basic tonnage of his coal mine the owner may give notice in writing to the Board specifying the proportion of such tonnage which he desires to be allocated to each month and subject to the approval of the Board such allocations shall be the monthly basic tonnages of that coal mine. In default of such notice or if the Board do not approve the proportions specified in such notice the Board shall divide such annual tonnage into monthly tonnages in such proportions as may be fair and equitable. The Board may from time to time revise such monthly tonnages where it is fair and equitable to do so.

(2) The Board shall allocate the coal supplied from each coal mine into such groups determined according to the nature, quality or size of the coal as the Board may decide and shall ascertain the proportions in which such groups were supplied from the coal mine in each month in the year 1935, otherwise than for the purposes specified in the proviso to Clause 32 of the Scheme. The monthly basic tonnages of each coal mine shall be divided in the proportions thus ascertained and the tonnages thus calculated shall be the group monthly basic tonnages of that coal mine:

Provided that in the case of a coal mine of which the annual basic tonnage has been determined under Clause 53 (1) of the Scheme, the Board shall ascertain the proportion in which such groups were supplied in a recent period.

(3) The proportions ascertained under the last preceding sub-clause may be varied by the Board at any time where by reason of the opening or closing of any seam the proportions of the groups of coal produced from the coal mine are substantially changed or where in the opinion of the Board and with the concurrence of the owner of the coal mine such variation is expedient for any other reason.

(4) Notice of any monthly basic tonnage determined under this Clause shall forthwith be given to the owner concerned.

Purchase of Coal by the Board.

56.—(1) Unless such supply is not reasonably practicable by reason of any strike, lock-out or accident at his coal mine, or any other cause beyond the control of the owner, each owner shall load and despatch coal from his coal mine for supply to the Board in accordance with the directions of the Selling Committee. Any owner who is unable so to load and despatch coal shall give immediate notice to the Selling Committee.

(2) The Board shall in each month so far as possible take coal and coal of each group from each owner in proportion to the respective monthly basic tonnages of his coal mine for that month, and the Selling Committee shall from time to time and as early as possible in each month inform each owner of the tonnage of coal which the Board expect to take from him during that month.

(3) Forthwith after the end of each month the Selling Committee shall determine the total tonnage of coal supplied to the Board despatched from all the coal mines in that month and also the total tonnage of each group of coal thus despatched. Each such total tonnage shall be divided in the proportions of the monthly basic tonnages of coal of all the coal mines for that month or all the monthly basic tonnages for that group of coal as the case may be, and the tonnage thus calculated for each coal mine shall, subject to any addition made under the following provisions, be the trade share of coal of that coal mine or shall be the trade share of that group of coal of that coal mine for that month.

(4) Unless otherwise agreed by the Owner thereof the Board shall take in each month from each coal mine a tonnage of coal at

least equal to 90 per cent. of the trade share of coal of that coal mine.

(5) If in any month the total tonnage of coal or of any group of coal supplied to the Board from any coal mine is less than the trade share of coal or of that group of coal for that month the Board shall credit the Owner with compensation in respect of such deficiency at the rate per ton prescribed in sub-clause (7) of this Clause, and if in any month the total tonnage of coal supplied to the Board from any coal mine is less than 90 per cent. of the trade share of coal for that month the Board shall in addition credit the Owner with supplementary compensation in respect of that deficiency at the rate of 2s. 6d. (two shillings and sixpence) per ton:

Provided that no compensation shall be payable in any case in respect of any deficiency or any part thereof which is due to the inability of the Owner to supply coal in accordance with the directions of the Selling Committee or where the Selling Committee have at the request of the Owner not directed supply:

Provided further that any tonnage of coal in respect of which no compensation is payable under the provisions of this sub-clause shall be divided in the proportions of the basic tonnages of coal or that group of coal of the other coal mines for that month and the tonnage thus determined for each coal mine shall be added to the trade share of coal thereof, calculated under sub-clause (3) of this Clause for that month.

(6) If in any month the total tonnage of coal or of any group of coal supplied to the Board from any coal mine is greater than the trade share of coal or of that group of coal for that month the Board shall debit the Owner with a contribution in respect of such excess at the rate per ton prescribed in sub-clause (7) of this Clause:

Provided that no such contribution shall be debited to any Owner whose supplies to the Board have exceeded his trade share of coal or that group of coal where such excess supplies have been made at the request of the Selling Committee and could not have been supplied by any other Owner.

(7) The compensation and contribution payable under the foregoing provisions in relation to the trade share of coal shall be at the rate of 2s. 6d. (two shillings and sixpence) per ton and the Board shall determine from time to time for each group of coal the sum per ton payable as compensation or contribution in relation to that group.

Distribution of Allocations.

57.—(1) The Board shall not in any period for which an allocation is fixed take from the Owners or supply a tonnage of coal or any class of coal such that the tonnage of coal or that class of coal produced in the district and supplied by the Board together with the tonnage of coal or that class of coal supplied by Owners from their respective coal mines to their excluded works during that period exceeds any allocation in respect thereof.

(2) The Board may at their discretion in distributing amongst the Owners any allocation of output of coal or any class of coal withhold such percentage of the allocation as they may decide for the whole or any part of the period of allocation.

Purchase Prices.

58.—(1) Every Owner shall, upon notice given to him by the Board, send to them such particulars of the commercial descriptions under which he has supplied coal during the year 1935, and also such particulars of the price and conditions of sale of such coal and such other information as the Board require.

(2) The Board shall allocate the coal produced at each coal mine into commercial descriptions upon the basis of the commercial descriptions under which such coal was supplied from the coal mine during the year 1935, and shall determine in the manner hereinafter provided for each commercial description of coal the purchase price per ton at the pithead which shall be paid by the Board for coal of that commercial description taken by them from the Owner of that coal mine.

(3) For the purpose of determining the purchase price of each commercial description of coal produced at any coal mine the Board shall ascertain the tonnage of coal of that commercial description supplied from that coal mine during the year 1935 (otherwise than for the purposes specified in the proviso to Clause 32 of the Scheme) and the amount realised therefor.

(4) To determine the net proceeds at the pithead of such coal the Board shall make adjustments to the amount realised having regard to commissions or allowances and bad debts, expenses of the sale of coal of which the owner is relieved under the provisions of the Scheme and the price of coal sold to allied or ancillary works and any other adjustments which may be fair and equitable and, in the case of coal sold otherwise than at the pithead, shall deduct from the amount realised all expenses incurred in the delivery of such coal, including where the vehicles or vessels for delivery are owned or controlled by the Owner of the coal mine, wagon hire upon the Railway Company's scale in operation at the date of delivery and hire of other vehicles or vessels on a scale determined by the Board.

(5) The purchase price of any commercial description of coal shall be the average net proceeds at the pithead per ton of such coal during the year 1935, plus the addition of one shilling per ton.

(6) The Board may determine separate purchase prices for commercial descriptions of domestic coal supplied in the winter period and in the summer period, and for the purpose of determining such purchase prices in accordance with the last three preceding sub-clauses domestic coal supplied in the winter period and in the summer period shall be deemed coal of different commercial descriptions.

(7) The Board may at any time adjust the purchase price of any commercial description of coal where by reason of any change of circumstances it appears fair and equitable to do so, and, without prejudice to the generality of such power may adjust such purchase price where—

(a) the standard of quality of coal of that commercial description has deteriorated, or

(b) the standard of quality of coal of that commercial description has improved and the market price of such coal has increased relatively to the market price of coal of similar commercial descriptions, or

(c) the methods of cleaning or preparation of such coal for the market have been altered.

(8) If any Owner shall with the consent of the Board at any time supply coal not within any of the commercial descriptions into which the coal produced at his coal mine has been allocated or, if after 1st August, 1936, a new colliery shall be opened or the working of a colliery shall be recommenced following an abandonment or discontinuance of working, the Board shall allocate that coal or the coal produced from that colliery into commercial descriptions and shall determine a purchase price for each such commercial description having regard to the purchase price of similar descriptions of coal, the requirements of the market for that coal and all other relevant circumstances.

(9) The Board shall have power by agreement with the Owner to fix a composite purchase price in respect of two or more commercial descriptions of coal supplied by him.

Maintenance of Quality.

59.—(1) As far as possible each Owner shall produce for supply to the Board and the Board shall take coal of the various commercial descriptions in the proportions in which such commercial descriptions were supplied from the coal mine of that Owner during the year 1935, otherwise than to excluded works of that Owner, and no Owner shall, without the consent of the Board which shall not be unreasonably withheld, but may be given subject to reasonable conditions, alter by more than 5 per cent. the proportions of any commercial descriptions of coal produced.

(2) Such proportions may, upon two months' notice to the Board, be varied where a new colliery or seam is being worked or developed, or a scheme for the concentration of output is introduced.

60.—(1) Every Owner shall clean and prepare for the market coal of each commercial description for supply to the Board in such a manner as to maintain the standard of quality of coal of that commercial description supplied otherwise than to his excluded works during the year 1935, and the Board may formulate a reasonable specification for any commercial description of coal for the purpose of testing that the standard is maintained.

(2) No Owner shall, without the consent of the Board, which shall not be unreasonably withheld, but may be given subject to reasonable conditions, alter the methods employed in the year 1935 in the preparation for the market of any coal or the number of staff engaged during that year upon such preparation or upon the maintenance of any plant or machinery used therefor.

Contracts.

61.—(1) Each Owner shall upon notice to him in writing send to the Selling Committee within the period specified in the notice such

particulars as may be required of all contracts under which coal is to be supplied by him otherwise than to his excluded works after the 31st day of July, 1936.

(2) Each Owner shall at the request of the Board do all things necessary to assign to the Board any such contract so far as the same is assignable.

(3) In the case of any such contract the benefit of which is unassignable the Owner shall comply with such directions as the Selling Committee may give in relation to the performance and enforcement thereof and shall pay to the Board all moneys received thereunder.

(4) The Board shall indemnify the Owner against any loss caused by a breach of any such contract by the Board or resulting from any directions of the Selling Committee.

Stocks.

62.—(1) Any Owner shall at any time if so directed by the Selling Committee raise and hold in stock at the disposal of the Board any tonnage of coal or of any class or commercial description of coal, which together with the tonnage of coal raised for supply for the purposes specified in the proviso to Clause 32 of the Scheme and to the Board is permitted by the quota relating thereto.

(2) The Board may if they think fit at the request of such Owner advance to him any part of the purchase price of coal so held in stock.

Transport.

63.—(1) Each Owner shall, so far as possible, make available and use any trucks, wagons, lorries, barges or other vehicles or vessels owned or hired by him for the transport of coal supplied to or to the order of the Board, and the Selling Committee shall not direct the Owner to use vehicles or vessels provided by them unless suitable vehicles or vessels owned or hired by the Owner are not available.

(2) Any Owner shall at any time give to the Selling Committee any information required by them concerning the vehicles or vessels owned or hired by him available for the transport of coal.

(3) Unless otherwise agreed, the Board shall pay each Owner for carriage provided by him at rates determined from time to time by the Selling Committee having regard to the current charges for such carriage.

Depots.

64.—(1) Any Owner, in whom is vested any depot or sales office shall so far as he lawfully may, assign to the Board the lease or tenancy thereof or grant to the Board an underlease thereof and shall transfer to the Board any plant and equipment and any easements, rights and privileges enjoyed therewith required by the Board.

(2) The terms of such lease, underlease or transfer shall in default of agreement be settled by an arbitrator on a fair and equitable basis having regard to all the circumstances.

Trustees.

65.—(1) The Trustees for the Board under the Scheme shall be four in number. The District Fund and all other property of the Board shall be vested in such Trustees.

(2) Any Trustee for the time being may retire, or may be removed from the office of Trustee by a Resolution of a general meeting, and any vacancy in the office of Trustee shall be filled by the Owners at a general meeting:

Provided that the method of voting on a Resolution for removing a Trustee shall be that prescribed in Clause 27 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.

(3) The Trustees shall not be liable to make good any deficiency which may arise or happen in the District Fund, but they shall be liable only for any moneys which shall be actually received by them on account of the Scheme.

(4) The Trustees may sue and be sued for and on behalf of the Board:

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

(5) The Trustees 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.

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

District Fund.

66.—(1) All moneys received by the Board, or any person on behalf of the Board, whether in respect of sales of coal, levies, penalties, loans, or otherwise in connection with the exercise of their functions under the Scheme, shall together form a fund to be called the District Fund, and shall be paid into a Bank in the names of the Trustees and shall be dealt with or invested by the Trustees according to instructions given to them from time to time by the Board. All liabilities falling to be discharged by the Board or any person on behalf of the Board shall be discharged by the Trustees out of the District Fund.

(2) Every Owner shall pay to the Board, for the purpose of meeting the expenses of the Board (other than those in connection with the sale of coal by the Board) in administering the Scheme, including any payments required under the Central Scheme, such levies as may be decided upon by the Board from time to time and notified to the Owners.

(3) All such moneys payable by way of levies shall be paid by the Owners, rateably and in proportion to the annual output or disposal of their respective coal mines during such period as the Board may determine, so, however, that the same period shall be taken for all Owners.

(4) The Board may borrow money for the purpose of exercising their functions under the Scheme in such manner, on such terms and on such security as they may arrange.

(5) The Trustees may from time to time transfer to a separate Banking Account such moneys as are required for the working expenses and for proper outgoings of the Board and the Selling Committee relating to the sale of coal, and may authorise the Board or two or more members or officers thereof to operate such Account.

(6) The Board shall cause true accounts to be kept of all moneys received and expended by them and by any other person on their behalf and of the matters to which such receipts and expenditure relate, and of all the assets, credits and liabilities of the Board.

(7) The books of account shall be kept at such place as the Board shall from time to time direct.

(8) At the annual general meeting of the Owners in every year the Board shall lay before the Owners the profit and loss account, and an audited balance sheet containing a summary of the assets and liabilities under the Scheme, made up to a date not more than three months before the date of the meeting.

(9) Auditors of the District Fund shall be appointed by the Owners at the annual general meeting and the audited accounts of the District Fund shall be presented at each annual general meeting, when the auditors shall be re-appointed or other auditors appointed in their place.

Reserve Accounts.

67.—(1) An account of the profits or losses on the operation of the Scheme shall be prepared in each year and certified by the auditors of the District Fund. Such account shall be, in the case of the first account, for the period since the first day of August, 1936, and in any other case for the period since the preceding account. For such purpose moneys paid by way of levies shall not be included in the receipts. Such profits or losses shall be divided proportionately to the respective tonnages of coal from their coal mines supplied by the Owners to the Board in the period to which the account relates and the amounts thus calculated for each coal mine shall be the share of the Owner thereof in such profits or losses:

Provided that in such period where supplies of coal from the coal mine of an Owner were available but were not required by the Selling Committee, then a tonnage to be fixed by the Board not exceeding the sum of the monthly basic tonnages of that coal mine during that period, shall be substituted for the tonnage actually supplied by him for the purposes of this division.

(2) The Board shall cause to be kept a Reserve Account for each Owner to which the share of that Owner in any such profits or losses and any moneys paid to the Owner under the following provisions shall be credited or debited as the case may be.

(3) If the sum standing to the credit of the Reserve Account of any Owner is insufficient to defray his share in any such

losses, he shall forthwith pay to the Board the balance due.

(4) The Board may, if at any time they decide that the balance credited to the District Fund is greater than is required for the purposes of the Scheme, distribute any part of the sums standing at the credit of their Reserve Accounts to the Owners. The amounts distributed to the Owners shall be proportionate to the amounts standing to the credit of their respective Reserve Accounts at the date of distribution.

(5) Any Owner who abandons his coal mine or becomes bankrupt, or in the case of a Company enters into a liquidation other than a voluntary liquidation for the purposes of reconstruction, shall be liable to pay or be entitled to receive the balance then at the debit or credit of his Reserve Account.

Settlement of Accounts.

68. The Board shall send an account to each Owner showing the sums due from the Board to that Owner and from that Owner to the Board in connection with the supply of coal to the Board by that Owner in each month. Such account shall be sent not later than the last day of the following month and the Board shall not later than that day pay 85 per cent. of the sum shown on the balance of such account to the Owner and shall pay the remainder of such balance not later than the fourteenth day of the month next following:

Provided that the Board may by agreement with any Owner pay the amount thus shown within other periods or in other proportions, or pay for supplies of coal in respect of shorter periods than one month.

Returns.

69.—(1) 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 statements, 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 their functions under the Scheme.

(2) In order that the Board may be able to verify any statement, return, account or other information furnished to them by any Owner, or for the purpose of enabling the Board to secure any information that they consider necessary for the exercise or performance of any of their functions under the Scheme, any Owner shall, on demand from the Board, produce the books and accounts relating to his coal mine for the inspection of an accountant authorised by the Board, who shall report to the Board on the results of his inspection.

(3) Any person appointed for that purpose by the Board or the Selling Committee may at any time inspect and take samples of coal of any commercial description which is supplied to the Board and any seam from which such coal is obtained, and may inspect any process used in the preparation of such coal and the weighing and despatch thereof. Every Owner shall give all facilities required for such inspection including the production of any books and records.

(4) The Board shall furnish to the Board of Trade such accounts, returns and other information with respect to the operation of the Scheme as the Board of Trade may from time to time require.

(5) The Board shall supply to the Central Council such returns, accounts and other information as the Central Council may require for the purposes of the Central Scheme.

(6) The Board shall furnish to the Committee of Investigation for the District, constituted under Section 5 of the Act, such returns, accounts and other information relating to the operation of the Scheme, as that Committee may consider to be relevant to any complaint that it is investigating.

Penalties.

70.—(1) (a) Any Owner who, during any period for which a quota is determined, raises or allows to be raised an output of coal or any class of coal in excess of the corresponding quota for that period (after allowing for any adjustment under the provisions of Clause 51 of the Scheme) shall pay to the Board on demand a penalty in respect of each ton or part of a ton of such excess of the same amount per ton as is prescribed for the time being under rules made under Clause XI of the Central Scheme for exceeding the allocation of output of coal:

Provided that until the coming into force of such rules the penalty shall be 2s. 6d. (two shillings and sixpence) per ton.

(b) The Board shall before the coming into force of any Rules made under Clause XI of the Central Scheme notify each Owner of the amount per ton which will be payable in consequence thereof for exceeding any quota.

(2) Where the output of coal or any class of coal from any coal mine is in excess of the quota in respect thereof for any period, the corresponding quota for the coal mine may during such succeeding period as the Board may determine be reduced at the discretion of the Board by the amount of the excess but without prejudice to any penalty that may have been incurred by reason of the excess.

(3) Any Owner who during any month supplies to his excluded works a tonnage of coal in excess of the monthly tonnage permitted to be so supplied shall pay to the Board on demand a penalty of 2s. 6d. (two shillings and sixpence) per ton in respect of each ton or part of a ton of such excess.

(4) Any Owner who supplies any class of coal to an excluded works at a price below the appropriate minimum price fixed for the time being under the Scheme for that class or supplies any class of coal to an excluded works in such a manner that the actual consideration obtained by him is less in value than the minimum price so fixed, shall pay on demand to the Board a penalty at the rate of 2s. 6d. (two shillings and sixpence) per ton in respect of each ton or part of a ton so supplied.

(5) Any Owner who fails to comply with any provision of the Scheme for a breach of which no specific penalty is herein provided or with any directions of the Board

or of the Selling Committee with regard to the supply of coal from his coal mine shall pay to the Board on demand a sum of £250 (two hundred and fifty pounds) in respect of each such failure, unless the Owner prove that compliance with such direction was not reasonably practicable by reason of any strike, lock-out or accident at his coal mine or other cause beyond the control of the Owner:

Provided that the Board may remit the whole or any part of such penalty having regard to the extent that, in the opinion of the Board, the breach has not injured and prejudiced the interests of the other Owners.

(6) Any Owner who omits to render to the Board or to the Selling Committee any statement, return, account or information required or prescribed by the Board under the provisions of the Scheme, and after notice in writing from the Secretary fails to furnish such return, account or information within the two days next following the date of such notice, shall pay to the Board the following penalties:—

(a) in respect of the first three days of such default a sum not exceeding £20 (twenty pounds) per day as the Board may decide;

(b) In the event of such default continuing beyond the first three days, for each day of such continued default a sum not exceeding twice the sum contributable in respect of each of the first three days.

(7) For the purpose of calculating the amount of any penalty payable under the provisions of this Clause the default shall be regarded as commencing on the first day after the expiration of the said two days next following the date of the notice as aforesaid from the Secretary.

(8) Any Owner who neglects to afford or refuses or allows to be refused the inspection of his books by an accountant duly authorised on behalf of the Board—

(a) for the purpose of verifying any return account or other information required by the Board; or

(b) for the purpose of supplying any other information to the Board that they may require in connection with their functions under the Scheme;

or any Owner who neglects to afford or refuses or allows to be refused access to his coal mine, whether on the surface or underground, to a person duly appointed by the Board or the Selling Committee, shall pay to the Board a penalty not exceeding £20 (twenty pounds) for each day of such neglect or refusal.

(9) All penalties imposed by the Board under this Clause shall be recoverable by the Board through the Trustees:

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 under the provisions of sub-clause (10) of this Clause and, in the event of an application being made within that period by the Owner upon whom the 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 has withdrawn his appeal to arbitration whichever is the earlier.

(10) Notice in the form of a certificate 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 respect of which any monetary penalty is imposed by the Board and the amount of the penalty so imposed, shall be sent or delivered by the Secretary or such other persons as aforesaid to the owner upon whom the Board imposes the penalty, and shall be deemed to be sufficient notice that such penalty is payable, and the sum specified in the certificate shall be paid by such Owner within ten days of the date of such notice, unless he shall in the meantime have referred the matter to arbitration in accordance with the provisions of the Scheme in that behalf.

71. In the event of any objection by an Owner under the provisions of the Scheme to any determination or decision of the Board the determination or other decision of the Board to which objection is made shall be operative and shall, unless in any case the Board otherwise determine, continue to have full force until the same shall be varied (if at all) by the ruling of the Board on the objection, and no such objection or ruling shall be deemed to exempt the appellant from liability for any contravention of or non-compliance with the Scheme in respect of such determination or other decision at any time when the same shall be or have been operative."

31. Clause 84 shall be renumbered 72.

32. Clause 85 shall have effect as if—

(a) it were renumbered "73"; and

(b) for the proviso thereto there were substituted the following proviso, that is to say:—

"Provided that when the Complainant and the Board are unable to agree on the selection of an arbitrator or arbitrators from the panel, the President for the time being of the Birmingham Law Society shall select the arbitrator or arbitrators from the panel or from outside the panel."

33. Clause 86 shall have effect as if—

(a) it were renumbered "74"; and

(b) for the word "proposed" there were substituted the word "proposes".

34. Clause 87 shall be renumbered 75.

35. Clause 88 shall have effect as if—

(a) it were renumbered "76"; and

(b) the reference were to Clause 70 (9) of the Scheme instead of to Clause 80.

36. Clause 89 shall have effect as if—

(a) it were renumbered "77"; and

(b) after the word "Board" where that word appears for the first time there were inserted the words "or any other persons in respect of their functions under the Scheme".

37. Clause 90 shall have effect as if—

(a) it were renumbered "78"; and

(b) after the word "Board" there were inserted the words "or of any other persons in respect of their functions under the Scheme".

38. For Clauses 91 to 93 (inclusive) there shall be substituted the following Clause, that is to say:—

"79.—(1) In the event of the Scheme ceasing to have effect under Part I 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 including any sum at the debit of the Reserve Account of any Owner, and convert into money any property of the Board, and shall discharge all liabilities of the Board, including any balance at the credit of the Reserve Account of any Owner.

(2) If 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 under the provisions of the Scheme immediately prior to the Scheme ceasing to have effect and shall be payable by the Owners to the Trustees upon demand, notwithstanding such cessation. Moneys paid in respect of such levy shall not be at the credit of the Reserve Accounts of the Owners.

(3) If the assets of the Board are greater than their liabilities the surplus shall be distributed among the Owners proportionately to their respective annual basic tonnages in force immediately before the cessation of the Scheme.

(4) The cessation of the Scheme to have effect shall not—

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

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

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

(d) affect any legal proceeding or remedy in respect of any right, obligation, liability or penalty as aforesaid;

and any such legal proceeding 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.

39. At the end of the Scheme there shall be added the following Schedule that is to say:—

"THE SCHEDULE.

1. On and from the 1st day of August, 1936 (hereinafter referred to as "the said date") the Board shall be deemed to take over and employ such of the members of the staff of each Owner as shall prior to the said date have been engaged solely upon or in connection with the sale of coal, and shall be willing so to be taken over and employed (such members being in this Schedule called "Sales Employees").

2. The terms and conditions of employment by the Board of each Sales Employee shall be identical so far as practicable with the terms and conditions of his service with the Owner at the 1st January, 1936:

Provided that the Board may by agreement with the Sales Employee vary any of such terms and conditions of service.

3. If any Sales Employee shall have been a member of any Staff Pension Fund in operation at the coal mine of the Owner employing him and if he shall (subject as hereinafter provided) be entitled to retain his membership of such Fund, the Board shall from the said date pay any proportion of the Employee's contribution due to such Fund formerly paid by the Owner on behalf of the Sales Employee.

4. If during a period of five years from the said date the Board shall dispense with the services of any Sales Employee for reasons other than misconduct or incapacity the Board shall pay to such Sales Employee compensation according to the scale set forth in the next following sub-clause.

5. The scale of compensation above referred to shall be as follows and the compensation shall consist of a lump sum payment calculated according to the remuneration of the Sales Employee during the year 1935:—

*No. of Years'
remuneration payable.*

If the Sales Employee shall be 64 years of age or over...	One.
If 61, 62 or 63 years of age ...	Two.
If 58, 59 or 60 years of age ...	Three.
If 55, 56 or 57 years of age ...	Four.
If 40 to 54 years of age (inclusive) ...	Five.
If between 30 and 39 years of age (inclusive) ...	Two to three as the Board shall decide.
If between 21 and 29 years of age (inclusive) ...	One; or one year's notice as the Board shall decide.
If below 21 years of age ...	Half year; or six month's notice as the Board shall decide.

6. The Board shall be entitled to reduce the amount of compensation payable to any Sales Employee under the foregoing scale to such extent as may be fair and equitable in any of the following cases, namely:—

(i) Where the Employee is above 50 years of age and shall not have completed ten years of service with the Owner and the Board jointly;

(ii) Where the Employee is between the ages of 40 and 50 years (inclusive) and shall not have completed eight years of service with the Owner and the Board jointly;

(iii) Where the Employee is below the age of 40 years and shall not have completed five years of service with the Owner and the Board jointly;

(iv) Where the Employee has completed one or more years in the service of the Board; and

(v) any other case where in the opinion of the Board the circumstances justify a departure from the scale of compensation."

40.—(A) Notwithstanding the repeal hereby made of Clauses 51 to 58 (inclusive) and Clause 77 such clauses shall remain in full force and effect as regards coal supplied or shipped after the date when the amendments hereby made come into force under contracts made before such date.

(B) The amendments hereby made in the Scheme shall not—

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

(ii) affect any liability or penalty resulting from any contravention of or failure to comply with any of the provisions of the Scheme which took place before the date when the amendments hereby made came into force.

(C) All such investigations, legal and other proceedings may be had, instituted and continued and notices served as may be necessary or proper for the purpose of enforcing any liability or recovering any penalty resulting as aforesaid and so far as relates to such investigations legal and other proceedings and notices such of the provisions of the Scheme as are hereby amended or repealed shall remain in force.

COAL MINES ACT, 1930.

THE NORTH WALES DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by subsection (4) of Section 3 of the said Act, the Board of Trade have made the North Wales District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the North Wales District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I. of the Schedule to the said Order in substitution for the matters mentioned in paragraphs (a), (c) and (f) of subsection (2) of the said Section 3 and for the matters specified in Part II. of the said Schedule in addition to the matters mentioned in subsections (2) and (3) of the said Section 3;

And whereas it is provided by Clause 31 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 31 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme:

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the North Wales District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and prescribe the 1st day of August, 1936, as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said 1st day of August, and any Owner is

required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 28th day of July, 1936.

Harry Crookshank,
Secretary for Mines.

Board of Trade,
Mines Department,
Dean Stanley Street,
Millbank, London, S.W.1.
28th day of July, 1936.

SCHEDULE.

The North Wales District (Coal Mines) Scheme, 1930, shall be amended in the following manner:—

1. Clause 2 shall have effect as if there were added the following definition, that is to say:—

“Supply” includes sale.

2. Clause 3 shall have effect as if in sub-clause (2) thereof after the word “regulated” there were inserted the words “and facilitated.”

3. Clause 4 shall have effect as if—

(a) after the word “regulating” there were inserted the words “and facilitating”; and

(b) for the words “and the supply and sale of such coal in the District” there were substituted the words “in the District and the supply and sale of such coal.”

4. Clause 5 shall have effect as if in sub-clause (4) thereof the words “first and every succeeding” were omitted.

5. For Clause 11 there shall be substituted the following Clauses, that is to say:—

“11. The Board may appoint Committees from time to time from among their own members or otherwise for such purposes as they shall think fit:

Provided that on the appointment of any Committee every member of the Board shall have the right to be represented thereon if he so desires:

Provided further that any decision of a Committee shall be subject to the approval of the Board unless the powers of the Board to make such a decision are delegated to the Committee.

12.—(1) The Board shall appoint a Sales Committee, consisting of an Independent Chairman and other members who may be members of the Board or other persons, to perform the functions allotted to them on behalf of and in the name of the Board. Members of the Committee (who are not members or substitutes of members of the Board) may be paid such remuneration as the Board may from time to time determine.

(2) The Independent Chairman may be appointed only by a majority of at least three-quarters of the members of the Board present and voting, and such Independent Chairman shall have no financial interest in any colliery undertaking in the District. The other members of the Committee may be appointed by a simple majority of the members of the Board present and voting.

(3) At any meeting at which he is present the Independent Chairman shall decide any question upon which the other members of

the Committee shall not come to an unanimous decision.”

6. Clause 12 shall have effect as if—

(a) it were renumbered “13”; and

(b) after the word “Board” where that word appears for the third time there were inserted the words “and of any Committee appointed by the Board”; and

(c) the word “they” were omitted.

7. For Clause 13 there shall be substituted the following Clause, that is to say:—

“14. Voting at all meetings of the Board and at meetings of any Committee appointed by the Board shall be by show of hands, each member having one vote; and if at any meeting other than a meeting of the Sales Committee there should be an equality of votes the Independent Chairman if he is present at the meeting shall have a casting vote.”

8. Clause 14 shall have effect as if—

(a) it were renumbered “15”; and

(b) for the word “Sub-Committees” there were substituted the word “Committees”.

9. For Clause 15 there shall be substituted the following Clause, that is to say:—

“16. The expenses of the Board and of any Committees appointed by the Board, the salaries of any officers of the Board, the remuneration (if any) of members of the Sales Committee, and such remuneration (if any) of the Chairman of the Board as may be determined by vote of a general meeting of Owners, shall be payable out of the District Fund.”

10. Clause 16 shall be omitted.

11. Clause 17 shall have effect as if the word “succeeding” were omitted.

12. Clause 23 shall have effect as if the words “including the expenses of the meeting summoned under Clause 16 of the Scheme” were omitted.

13. Clause 24 shall have effect as if in sub-clause (1) thereof the words “the first and” and the word “subsequent” were omitted.

14. Clause 30 shall have effect as if for the words “of their decisions, and of the decisions of any of their Sub-Committees to all Owners immediately after the decisions have been reached” there were substituted the words “to all Owners of any decisions required by the Scheme to be so notified.”

15. Clause 32 shall have effect as if the words “as soon as possible after their first election, and subsequently” were omitted.

16. Clause 33 shall have effect as if the references were to Clauses 41 to 47 (inclusive) of the Scheme instead of to Clauses 36 to 40.

17. Clause 46 shall have effect as if—

(a) it were renumbered “36”; and

(b) for the words from “as soon as possible” to “shall proceed to” there were substituted the words “from time to time”; and

(c) the words “sold or” were omitted; and

(d) there were added the following proviso, that is to say:—

Provided that the Board may fix different minimum prices for any class of coal for supply to or for re-sale or consumption in different areas or places.”

18. Clause 47 shall have effect as if—
 (a) it were renumbered "37"; and
 (b) the proviso thereto were omitted.
19. Clause 48 shall have effect as if—
 (a) it were renumbered "38"; and
 (b) for the word "the" where it appears before the word "price" there were substituted the word "any".
20. Clause 49 shall have effect as if—
 (a) it were renumbered "39"; and
 (b) for the word "The" where that word first appears there were substituted the word "Any".
21. Clause 50 shall be renumbered "40".
22. Clause 36 shall have effect as if—
 (a) it were renumbered "41";
 (b) in sub-clause (1) thereof—
 (i) before the word "output" where that word first appears there were inserted the word "annual";
 (ii) the words "on a 12 months' basis or such other period as the Board may decide" were omitted;
 (iii) after the words "for economic working" there were inserted the word "and"; and
 (iv) the words from "and, in the case of the first determination" to the end of the sub-clause were omitted;
 (c) sub-clause (2) thereof were omitted;
 (d) sub-clause (3) thereof were renumbered (2) and the words "also" and "and the respective quantities of each class of coal comprised in the output in each of the years mentioned in sub-clause (2) hereof" were omitted;
 (e) sub-clauses (4) and (5) were omitted; and
 (f) sub-clause (6) were renumbered (3).
23. Clause 36A shall have effect as if—
 (a) it were renumbered "42"; and
 (b) in sub-clause (1) thereof—
 (i) for the words "Before the 1st day of January, 1935, and subsequently not later than" there were substituted the words "Subject to the provisions of Clause 46 (2) of the Scheme before";
 (ii) the words "(b) coal for inland supply. The Board" were omitted;
 (iii) for the word "tonnages" there were substituted the word "tonnage"; and
 (iv) in the proviso thereto the word "supply" were omitted;
 (c) in sub-clause (2) thereof—
 (i) the word "first" where it appears before the word "standard" were omitted; and
 (ii) for the words "1935, and subsequently such standard tonnages shall come into force on such date as the Board may from time to time determine" there were substituted the words "next following the determination";
 (d) in sub-clause (3) thereof—
 (i) the words "or for inland supply" were omitted;
 (ii) for the word "all" there were substituted the word "any"; and
 (iii) for the words "proportions in which" to the end of the sub-clause there were substituted the words "proportion which has been disposed of for export supply of the coal supplied from the coal mine

during the twelve months ended on the 30th day of September immediately preceding the determination";

(e) in sub-clause (4) thereof—

(i) before the words "supply standard tonnages" there were inserted the word "export";

(ii) for the word "relative" there were substituted the word "relevant"; and

(iii) for the words "standard tonnages for his coal mine for export supply or for inland supply" there were substituted the words "the standard tonnage for his coal mine".

24. For Clause 37 there shall be substituted the following Clause, that is to say:—

"43. Within seven days of the date of the notice of any determination of the annual output and export supply standard tonnages of his coal mine, the Owner may give notice in writing to the Board specifying the proportions of such tonnages which he desires to be allocated to each quarter, and, subject to the approval of the Board, such allocations shall be the quarterly output and export supply standard tonnages of that coal mine. In default of such notice, or if the Board do not approve the proportions specified in such notice, the Board shall divide such annual tonnages into quarterly output and export supply standard tonnages, in such proportions as may be fair and equitable. The Board may from time to time revise such quarterly tonnages where it is fair and equitable to do so. Notice of any determination of such quarterly tonnage of any coal mine shall forthwith be given to the Owner thereof."

25. Clause 38 shall have effect as if—

(a) it were renumbered "44";

(b) before the words "standard tonnages" there were inserted the word "annual"; and

(c) the words "and any provisions relating to the distribution of the standard tonnage for the year in unequal monthly quantities or the distribution of the tonnage among the classes of coal produced" were omitted.

26. For Clauses 39 and 40 there shall be substituted the following Clauses, that is to say:—

"45. Subject as hereinafter provided, the Board may at any time review, whether or not at the request of an Owner, the annual output standard tonnage of coal or any class of coal of any coal mine on the ground that the special circumstances of that coal mine have changed, and determine such revised annual output standard tonnage as may seem to the Board fair and proper having regard to those circumstances.

46.—(1) If any Owner refers any determination of the annual output standard tonnage or the annual export supply standard tonnage of coal of his coal mine to arbitration, notice of such reference shall forthwith be sent by the Board to every Owner. The annual output standard tonnage or the annual export supply tonnage as the case may be of coal of every coal mine shall thereupon be referred to arbitration and the arbitrator shall determine the appropriate standard tonnage of each coal mine

(2) For a period of twelve calendar months, calculated in the case of output standard tonnages from the first day of the month following that in which the award of the arbitrator is made, and in the case of export supply standard tonnages, from the 1st day of January next following the award, the annual standard tonnages of coal thus determined shall, subject to the provisions of Clause 47 of the Scheme, remain in force without revision.

47.—(1) Where any person purchases or otherwise acquires part of an undertaking, the Board shall determine the amounts of the annual output and export supply standard tonnages of coal and any class of coal of the undertaking which relate to that part of the undertaking, having regard in such determination to the special circumstances of the undertaking or to the matters relevant to such determination, as the case may be. Subject as hereinafter provided those amounts shall be the annual output and export supply standard tonnages respectively of coal and that class of coal of that coal mine. The amounts so determined shall be deducted from the respective annual output and export supply standard tonnages of the undertaking, and the remainders shall be the respective annual output and export supply standard tonnages of that part of the undertaking which has not been so acquired.

(2) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking, the annual output and export supply standard tonnages of coal and any class of coal of that coal mine, or the amounts determined under sub-clause (1) of this Clause in respect of that part of the undertaking, as the case may be, shall be added to the respective annual output and export supply standard tonnages of coal and that class of coal of the coal mine previously belonging to such Owner to constitute the annual output and export supply standard tonnages of the undertaking.

Basic Tonnages.

48.—(1) Before the 1st day of August, 1936, the Board shall determine the annual basic tonnage of each coal mine.

Subject as hereinafter provided such annual basic tonnage shall be the tonnage of coal supplied for inland supply during the period from 1st July, 1935, to 30th June, 1936, from that coal mine after deduction of any tonnage of coal supplied in that period for consumption in the excluded works of the Owner of that coal mine:

Provided that the Board shall make a special addition in respect of any strike, lock-out, re-conditioning or accident, which prevented or restricted the supply of coal, equal to the additional tonnage, which in the opinion of the Board would have been supplied in that period from that coal mine for inland supply but for that strike, lock-out, re-conditioning or accident.

(2) The annual basic tonnages thus determined by the Board or awarded upon arbitration as hereinafter provided shall come into operation upon the 1st day of August, 1936, and shall remain in force without revision except in the manner hereinafter provided.

(3) The Board shall before the 1st day of June, 1937, and if the operation of the Act be extended beyond the 31st day of December, 1937, subsequently before the 1st day of June in each year make any revision of the annual basic tonnage of each coal mine required on the ground that—

(a) the Owner has persistently failed to supply coal in pursuance of permits issued to him or has persistently requested the Sales Committee not to issue permits to him; and

(b) there are particular circumstances relating to the supply of coal by that coal mine which justify such revision.

(4) The annual basic tonnages determined by the Board under sub-clause (3) of this Clause or awarded under arbitration as hereinafter provided shall come into operation on the 1st day of July, 1937, and subsequently on the 1st day of July in each year and shall, subject to the provisions of the next following Clause, remain in force without revision for a period of one year.

(5) Forthwith upon any determination of annual basic tonnages under this Clause the Board shall send a notice of all such basic tonnages determined to each Owner. If any Owner refers any such determination to arbitration, notice of such reference shall forthwith be sent by the Board to every Owner. The annual basic tonnage of every coal mine shall thereupon be referred to arbitration and the arbitrator shall determine the annual basic tonnage of each coal mine.

49.—(1) If at any time after the 1st October, 1935

(a) a new colliery has been or shall be opened, or

(b) the working of any colliery has been or shall be recommenced following any abandonment or discontinuance of working, the Board shall (if such colliery forms part of an undertaking) determine the annual basic tonnage of the undertaking or (if such colliery does not form part of an undertaking) determine the annual basic tonnage of the coal mine. Every such determination shall be made having regard to the development of the colliery and all other relevant circumstances and to the interests of the other Owners.

(2) Where any person purchases or otherwise acquires part of an undertaking, the Board shall determine the amount of the annual basic tonnage of the undertaking which relates to that part of the undertaking, and subject as hereinafter provided that amount shall be the annual basic tonnage of that coal mine. The amount so determined shall be deducted from the annual basic tonnage of the undertaking, and the remainder shall be the annual basic tonnage of that part of the undertaking which has not been so acquired.

(3) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking, the Board shall determine the proportion of the annual basic tonnage of that coal mine or of the amount determined under sub-clause (2) of this Clause in respect of that part of the undertaking as the case may be, which shall be added to the annual basic tonnage of the coal mine previously

belonging to such Owner to constitute the annual basic tonnage of the undertaking. Such proportion shall be determined having regard to all relevant circumstances including the probable working life of the coal mine or part of the undertaking so acquired.

(4) If, in pursuance of the provisions of Clause 52 of the Scheme, the Board at any time after the 1st day of August, 1936, declare any works to which an Owner supplied coal from his coal mine during the period from 1st July, 1935, to 30th June, 1936, to be an excluded works of that Owner, they shall adjust the annual basic tonnage of his coal mine having regard to the tonnage of coal supplied for inland supply in that period to those works.

(5) If in pursuance of the provisions of Clause 52 of the Scheme, the Board, at any time after the 1st day of August, 1936, declare that any works to which an Owner supplied coal from his coal mine during the period from 1st July, 1935, to 30th June, 1936, has ceased to be an excluded works of that Owner, they shall adjust the annual basic tonnage of the coal mine, having regard to all relevant circumstances and to the interests of the other Owners.

50. For the purpose of assisting the Board in any determination of annual basic tonnages any Owner shall upon notice given to him by the Board furnish to the Board within the period specified in the notice, a statement in writing giving any information which the Board may require for that purpose, and any Owner who claims that a special addition or a revision under Clause 48 or an adjustment under Clause 49 of the Scheme should be made, as the case may be, shall with such statement furnish to the Board a notice in writing stating the addition or revised or adjusted annual basic tonnage which he claims, together with any evidence required to substantiate the claim.

51.—(1) Within seven days of the date of the notice of any determination of the annual basic tonnage of his coal mine, the Owner may give notice in writing to the Board specifying the proportion of such tonnage which he desires to be allocated to each quarter, and, subject to the approval of the Board, such allocations shall be the quarterly basic tonnages of that coal mine. In default of such notice, or if the Board do not approve the proportions specified in such notice, the Board shall divide such annual tonnage into quarterly tonnages in such proportions as may be fair and equitable. The Board may from time to time revise such quarterly tonnages where it is fair and equitable to do so.

(2) Notice of any quarterly basic tonnage determined under this Clause shall forthwith be given to the Owner.

Excluded Works.

52.—(1) Any Owner who claims at any time to be the Owner of, or to control or to be controlled by the Owner of any works, and who desires to supply coal from his coal mine to those works, shall notify the Board and shall give such information about those works and the connection between those works and his coal mine as the Board may require. If they consider any such claim

established the Board shall declare that those works are excluded works of that Owner for the purposes of the Scheme.

(2) If at any time an Owner proves to the satisfaction of the Board that he no longer either controls or is the Owner of or is controlled by the Owner of any excluded works, or that the qualities of coal required by those works cannot be produced from his coal mine, the Board shall declare that those works shall cease to be excluded works.

53.—(1) Where, in pursuance of the provisions of Clause 52 of the Scheme, the Board have declared any works to be excluded works of any Owner, they shall, after consultation with him, forthwith determine the annual tonnage of coal which may be supplied in any year from his coal mine for consumption in his excluded works.

(2) Such annual tonnage shall be determined having regard to the tonnage of coal supplied from the coal mine during the period from 1st July, 1935, to 30th June, 1936, for consumption in those works, and to the prospective demand for coal from the coal mine for consumption in those works.

(3) Any such annual tonnage may be varied by the Board at any time—

(a) if the prospective demand for coal from the coal mine for consumption in those works in any year differs from the annual tonnage in respect thereof; or

(b) if the Board declare that any other works are excluded works of that Owner or that any works cease to be excluded works of that Owner.

(4) Notice of any determination of any such annual tonnage of any coal mine shall forthwith be given to the Owner thereof.

(5) Each Owner may within seven days before the beginning of each quarter give notice in writing to the Board specifying the proportion of such annual tonnage which he desires to be allocated to that quarter, and, subject to the approval of the Board, such allocation shall be the quarterly tonnage which may be supplied from the coal mine of that Owner in that quarter for consumption in his excluded works. In default of such notice, or if the Board do not approve the proportion specified in such notice, the Board shall allocate such quarterly tonnage as may be fair and equitable, and notice thereof shall forthwith be given to the Owner.

(6) The Sales Committee shall from time to time fix a price per ton for each commercial description of coal supplied for consumption in any excluded works, below which price that description of coal shall not be so supplied.

Such prices shall be fixed having regard to the prices prevailing in the district for coal of those or similar commercial descriptions.

(7) Any owner shall, upon notice given to him by the Board, furnish in writing, within the period specified in the notice, any information the Board may require to assist them in any determination of such annual or quarterly tonnages.

Permits.

54.—(1) The supply by Owners of coal from their coal mines shall be regulated by the issue of Permits by the Sales Committee.

The Committee may issue—

(a) a Special Permit for the supply of coal in pursuance of an enquiry made therefor, or

(b) a General Permit for the supply of coal in circumstances such that in the opinion of the Committee it is unnecessary, in order to avoid competition between Owners, that a Special Permit should be issued in respect of each enquiry for coal.

(2) Every Permit shall state—

(a) the name of the Owner to whom it is issued;

(3) the maximum tonnage of coal, and the commercial description of coal, which may be supplied thereunder;

(c) the price below which the coal shall not be supplied, or the actual price at which the coal may be supplied, and the maximum discount, commission, or credit, which may be allowed by the Owner;

(d) the period within which the coal may be supplied, and any limitation upon the tonnages which may be supplied during any part of such period; and,

(e) any special conditions of sale:

Provided that no General Permit shall be issued for the supply in any month of a tonnage of coal of more than 2 per cent. of the quarterly basic tonnage of the coal mine of that Owner for that quarter, or 100 tons, whichever is the greater.

(3) In addition

(a) every Special Permit shall state the name of the customer to whom the coal may be supplied, and

(b) every General Permit shall state the class of customer to whom, or the markets in which, the coal may be supplied, and the maximum tonnage of coal which may be supplied to any customer under any one contract.

(4) Any Permit for the supply of coal for resale by the customer may state—

(a) the market or area in which the coal may be resold; and

(b) the price below which the coal may not be resold, and the maximum discount, commission, or credit, which may be allowed by the customer.

It shall be a term of the Permit that coal shall be supplied by the Owner thereunder only if the customer agrees to observe such conditions.

(5) No Owner shall supply coal from his coal mine otherwise than under and in accordance with the terms of a Permit issued to him:

Provided that an Owner may supply coal without a Permit—

(a) for use in working the coal mine;

(b) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine, and the dependants of persons who have been so employed; and

(c) in accordance with the provisions of Clause 53 of the Scheme for consumption in any excluded works of that Owner.

55.—(1) No Owner shall supply coal under a Permit so that the actual consideration received by him is less in value than the price stated in the Permit below which that coal shall not be supplied, or differs from the

actual price at which that coal may be supplied, as the case may be; and in particular no Owner shall make, allow, or give, or agree to make, allow, or give, any gift, discount, commission, rebate, extended credit or allowance in respect of the price, quantity or weight of the coal or otherwise, other than any discount, commission or credit allowed by the Permit.

(2) No Owner shall without the consent of the Sales Committee supply any additional tonnage of coal, or make any allowance or reduction in price, in consequence of complaint by a customer in regard to short weight or the quality of coal in any consignment.

(3) If any part of the consideration payable for any coal supplied under a Permit has not been received by the Owner by the due date, he shall inform the Sales Committee thereof, and shall take such steps as they may direct to enforce the contract.

(4) Any Owner who acts in contravention of any of the provisions of this Clause shall be deemed to have supplied coal otherwise than in accordance with the terms of the Permit issued in respect of the supply of that coal.

56. Permits may be issued upon an application therefor by an Owner or otherwise.

57. Any Owner, who receives an enquiry for the supply of coal from his coal mine (other than an enquiry for coal which he is permitted and intends to supply under a General Permit or without a Permit), shall forthwith inform the Sales Committee thereof, stating by whom the coal is required, and giving particulars of the quantity and description of coal and the date for delivery thereof, and shall also furnish any other particulars which may be required by the Committee.

58.—(1) The Sales Committee shall allocate Permits to the Owners in such manner as is fair and equitable, and so that as far as possible the Owners can in every quarter supply:—

(a) coal for inland supply (otherwise than to their excluded works) in proportion to the quarterly basic tonnages of their respective coal mines;

(b) coal for export supply in proportion to the quarterly export supply standard tonnages of their respective coal mines; and

(c) the various commercial descriptions of coal in the proportions in which they are produced from their respective coal mines.

(2) The Committee shall also have regard to the customers to whom, and the markets in which, each Owner has been accustomed to sell the coal from his coal mine, and generally to the goodwill of each Owner.

(3) Before issuing a Permit for the supply of coal otherwise than at a pithead price, the Committee shall consider any representations made by the Owner to whom the Permit is to be issued with regard to the costs and charges which would be incurred by him in connection with the conveyance of that coal.

59.—(1) Any Owner, who is not able or does not intend to supply coal under any Special Permit issued to him, or to supply the maximum tonnage permitted thereunder,

shall give notice thereof to the Sales Committee as soon as possible after receipt of the Permit, stating the reason therefor.

(2) Each Owner shall forthwith give to the Sales Committee particulars of any agreement for the supply of coal entered into in pursuance of a Special Permit.

(3) Every Owner shall at the end of every month send to the Sales Committee duplicate invoices of all coal supplied from his coal mine during that month together with such other particulars as the Committee may require.

60.—(1) The Sales Committee shall from time to time and as early as possible in each quarter inform each Owner of the total tonnage of coal produced in the District, which the Committee anticipate will be supplied for inland supply (otherwise than by Owners for consumption in their excluded works) from all the coal mines during that quarter.

(2) As soon as possible after the end of each week the Sales Committee shall inform each Owner of the total tonnage of coal, produced in the District, supplied for inland supply (otherwise than by Owners for consumption in their excluded works) from all the coal mines during that week.

61. On or before the 1st day of August, 1936, each Owner shall give to the Sales Committee particulars of all agreements made before the 1st day of August, 1936, under which coal from his coal mine is to be supplied after that date (other than agreements in respect of which no Permit is required), and the Committee shall issue a Permit enabling such coal to be supplied in accordance with the agreement:

Provided that in calculating the tonnage of coal to be so supplied the Committee may exclude any tonnage of coal which may be supplied at the option of the Owner.

62. Permits shall not be issued for the supply of coal in such a manner that in any period for which allocations are fixed the tonnage of coal supplied by Owners under Permits and to their excluded works exceeds any allocation in respect thereof.

63. The Board may enter into agreements with any persons for the purpose of facilitating the operation of the provisions of the Scheme."

27. Clause 41 shall have effect as if—

(a) it were renumbered "64";

(b) in sub-clause (1) thereof—

(i) for the word "hereinafter" there were substituted the word "hereafter"; and

(ii) after the words "or which" there were inserted the words "subject to the provisions of Clause 54 (5) of the Scheme"; and

(c) sub-clause (7) thereof were omitted.

28. Clause 42 shall be renumbered "65".

29. Clause 43 shall have effect as if—

(a) it were renumbered "66"; and

(b) the proviso thereto were omitted.

30. Clause 44 shall have effect as if—

(a) it were renumbered "67";

(b) the words "export supply or inland" were omitted; and

(c) the references were to Clauses 88 and 89 of the Scheme instead of to Clauses 71 and 72.

31. Clause 45 shall be renumbered "68".

32. The following Clause shall be inserted, that is to say:—

"69. The Board may from time to time where it appears desirable to them to do so make rules defining, in relation to any trade, industry, or other category of consumer supplied or to any mode of transport or delivery, when loading or supply shall be deemed to take place for any of the purposes of the Scheme."

33. For Clauses 51 to 54 inclusive there shall be substituted the following Clauses, that is to say:—

Maintenance of Quality.

"70.—(1) Every Owner shall clean and prepare for the market coal of each commercial description in such a manner as to maintain the standard of quality of coal of that commercial description supplied otherwise than to excluded works during the period from 1st July, 1935, to 30th June, 1936, and the Board may formulate a reasonable specification for any commercial description of coal for the purpose of testing that the standard is maintained.

(2) No Owner shall, without the consent of the Board, which shall not be unreasonably withheld, alter the methods employed in the preparation for the market of any coal produced from his coal mine.

(3) The Sales Committee, in fixing in any Permit the price below which any coal shall not be supplied, or the actual price at which any coal may be supplied, shall have regard to any alteration in the methods employed in the preparation of that coal for the market, and any consequent improvement or deterioration in the quality of that coal.

Compensation.

71.—(1) Forthwith, after the end of each quarter the Sales Committee shall determine the total tonnage of coal supplied for inland supply (otherwise than by Owners for consumption in their excluded works) from all the coal mines in that quarter. Such total tonnage shall be divided in the proportions of the quarterly basic tonnages of all the coal mines for that quarter, and, subject as hereinafter provided the tonnage thus calculated for each coal mine shall (subject to any deduction or addition made under the following provisions) be the trade share of that coal mine for that quarter.

(2) If in any quarter the total tonnage of coal so supplied from any coal mine is less than the trade share of that coal mine for that quarter the Board shall credit the Owner with compensation in respect of such deficiency at the rate prescribed in sub-clause (4) of this Clause:

Provided that no compensation shall be payable in respect of a deficiency or part thereof due to a request to the Sales Committee by the Owner not to issue any Permit to him, or to the failure of the Owner to supply any coal for which a Permit has been issued to him, unless he shall satisfy the Sales Committee that, having taken all reasonable steps so to supply, such failure was caused by his inability (otherwise than by reason of any strike, lock-out or accident) to supply coal in accordance with the terms of the Permit:

Provided further that any tonnage in respect of which no compensation is payable under the provisions of this sub-clause shall be divided in the proportions of the basic tonnages of the other coal mines for that quarter and the tonnage thus determined for each coal mine shall be added to the trade share thereof calculated under sub-clause (1) hereof for that quarter.

(3) If in any quarter the total tonnage of coal so supplied from any coal mine is greater than the trade share of that coal mine for that quarter—

(a) such excess, or 1 per cent. of that trade share, whichever is the less, shall be deducted from the trade share of that coal mine for the next ensuing quarter as calculated under this Clause, and

(b) the Board shall debit the Owner with a contribution in respect of any excess exceeding 1 per cent. of that trade share at the rate prescribed in the next following sub-clause.

(4) The compensation and contribution shall be calculated at the following rates:—

(a) in respect of any deficiency or excess or part thereof exceeding 1 per cent. but not exceeding 11 per cent. of the trade share, at the rate of 1s. 0d. (one shilling) per ton;

(b) in respect of any part of a deficiency or excess exceeding 11 per cent. of the trade share, at the rate of 2s. 0d. (two shillings) per ton.

(5) The Sales Committee shall at the end of each year send an account to each Owner showing the sums due to or from that Owner under the provisions of this Clause. The balance of such amounts shall be paid by the Board or the Owner, as the case may be, forthwith."

34. Clause 55 shall have effect as if—

(a) it were renumbered "72"; and

(b) the words "At the General Meeting called in pursuance of Clause 16 of the Scheme" were omitted.

35. Clauses 56 to 62 shall be renumbered 73 to 79 respectively.

36. Clause 63 shall have effect as if—

(a) it were renumbered "80";

(b) for the word "paid" there were substituted the word "discharged"; and

(c) after word "expenses" there were inserted the words "and liabilities".

37. Clauses 64 and 65 shall be renumbered 81 and 82 respectively.

38. Clause 66 shall have effect as if—

(a) it were renumbered "83"; and

(b) for the words "by the Board in that" there were substituted the words "on their".

39. For Clause 67 there shall be substituted the following Clause, that is to say:—

"84. In order that the Board may be able to verify any statement, return, account, or other information furnished by any Owner, or for the purpose of enabling the Board to secure any information that they consider necessary for the exercise or performance of any of their functions under the Scheme, any Owner shall

(a) on demand from the Board, produce the books and accounts relating to his coal

mine for the inspection of an accountant authorised by the Board, and

(b) allow any person authorised by the Board or by the Sales Committee, to inspect and take samples of coal of any commercial description supplied from his coal mine, and any seam from which coal is obtained, and to inspect any process used in the preparation of such coal and the weighing and despatch thereof."

40. Clauses 68 to 70 shall be renumbered 85 to 87 respectively.

41. For Clause 71 there shall be substituted the following Clause, that is to say:—

"88.—(1) Any Owner who, during any period for which a quota is determined, raises or allows to be raised an output of coal or any class of coal, or supplies or allows to be supplied a tonnage of coal or any class of coal for export supply in excess of the corresponding quota (after allowing for any arrangement under Clause 67 of the Scheme, whereby a quota may be exceeded), shall pay to the Board on demand a penalty, in respect of each ton or part of a ton of such excess, of the same amount per ton as is prescribed for the time being under rules made under Clause XI. of the Central Scheme for exceeding the corresponding allocation:

Provided that—

(i) Until the coming into force of such rules the penalty shall be 2s. 6d. per ton.

(ii) Where, in any period for which quotas have been determined, a quota for output of coal or any class of coal has been exceeded, and the quota for export supply of coal or that class of coal has also been exceeded, one penalty only shall be payable in respect of such excesses, calculated upon the amount of the excess over the quota for output or the excess over the quota for export supply, whichever shall be the greater.

(2) The Board shall, before the coming into force of any rules made under Clause XI. of the Central Scheme, notify each Owner of the amount per ton which will be payable in consequence thereof for exceeding any quota."

42. Clause 72 shall have effect as if—

(a) it were renumbered "89"; and

(b) the words "or inland supply" were omitted.

43. For Clauses 73 to 75 there shall be substituted the following Clauses, that is to say:—

"90. Subject to the proviso to Clause 54 (5) of the Scheme any Owner who supplies coal otherwise than under and in accordance with the terms of a permit shall pay to the Board on demand a penalty at the rate of 5s. 0d. for each ton or part thereof so supplied.

91.—(1) Any Owner who omits to render to the Board or any persons authorised on their behalf any statement, notice, return, account or information required under the provisions of the Scheme, shall pay to the Board in respect of each day of such default a sum not exceeding £5:

Provided that if in the opinion of the Board the Owner shows sufficient cause why

he has not complied with Clause 83 of the Scheme the Board may remit all or any of the penalty.

92. Any Owner who fails to comply with the provisions of Clause 84 of the Scheme shall pay to the Board a penalty not exceeding £20 for each day of such default.

93. Any Owner who fails to comply with any provision of the Scheme, for a breach of which no specific penalty is therein provided, shall pay to the Board on demand a sum not exceeding £250 in respect of each such failure."

44. Clause 76 shall have effect as if—

(a) it were renumbered "94"; and

(b) the references were to Clauses 88, 90, 91, 92 and 93 of the Scheme instead of to Clauses 71, 73, 74 and 75; and

(c) in the proviso thereto the reference were to Clause 96 of the Scheme instead of to Clause 78.

45. Clause 77 shall have effect as if—

(a) it were renumbered "95"; and

(b) the references were to Clauses 35 and 40 of the Scheme instead of to Clauses 35, 39 and 50.

46. Clause 78 shall be renumbered "96".

47. For Clauses 79 to 82 there shall be substituted the following Clause, that is say:—

"97.—(1) All references to arbitration under the Scheme shall, unless otherwise agreed, be to a sole arbitrator. The Board shall prepare a panel of arbitrators for the District to one or more of whom, subject to the provisions of sub-clause (3) of this Clause, any dispute arising in connection with the Scheme may be referred.

(2) Any Owner who is aggrieved (hereafter in the Scheme referred to as "the Complainant") by any act or omission of the Board or of any other persons in respect of their functions under the Scheme shall subject to the provisions of sub-clause (3) of this Clause be entitled to refer the matter for decision to such one or more of the arbitrators constituting the panel of arbitrators for the District as he may select in agreement with the Board:

Provided that, when the Complainant and the Board are unable to agree on the selection of an arbitrator from the panel, the Liverpool Law Society shall be asked to nominate an arbitrator.

(3) Where any determination of—

(a) the tonnage of coal which may be supplied from the coal mine of any Owner to his excluded works, or

(b) the output standard tonnage or export supply standard tonnage of coal or of any class of coal of any coal mine, or

(c) the basic tonnage of any coal mine, is required to be referred to arbitration it shall be referred to one or more, as may be agreed by the Complainant and the Board, of the Standard Tonnage Arbitrators appointed by unanimous resolution of a general meeting of the Owners or failing such unanimous resolution by the Liverpool Law Society. Such appointment shall be for such period as may be decided by the Owners.

(4) No arbitrator shall be a person who is financially interested in the ownership or working of any coal mine or any concern comprising coal mines situate in the District, or any person who is acting in a secretarial

or advisory capacity to any association or other body for regulating the production, supply or sale of coal; and in any case a person who has at any time been professionally employed by or on behalf of an Owner in respect of any coal mine, shall not be eligible to act as arbitrator in any reference to which such Owner is a party. The panel when prepared shall be submitted to the Liverpool Law Society for approval.

(5) Upon receipt of a notice referring any matter to him, the arbitrator shall forthwith give such directions as to the conduct of the arbitration as he may think fit, and after hearing any party to the arbitration who desires to appear and be heard shall make his award.

(6) Where the annual output standard tonnages or the annual export supply standard tonnages of coal, or the annual basic tonnages, of all the coal mines, are referred to an arbitrator under the provisions of Clause 46 or Clause 48 of the Scheme—

(a) every Owner shall be deemed to have referred to arbitration the respective standard tonnage or the basic tonnage of his coal mine as the case may be and to be a party to the arbitration;

(b) if the arbitrator considers that the said standard tonnage or basic tonnage of any coal mine as the case may be should be diminished, he shall before making his award give notice of his decision to the Owner thereof and that Owner may submit any further evidence or reasons why such tonnage should not be diminished; and

(c) if the Board so decide the arbitrator shall sit with a mining engineer, accountant or other assessor. Such assessor shall be appointed by unanimous resolution of the Owners, or, failing such unanimous resolution, in the case of an assessor being a mining engineer by the President of the Institution of Mining Engineers, in the case of an assessor being an accountant by the President of the Institute of Chartered Accountants, and in the case of any other assessor by the Liverpool Law Society."

48. Clause 83 shall have effect as if—

(a) it were renumbered "98"; and

(b) the reference were to Clause 94 of the Scheme instead of to Clause 76.

49. Clause 84 shall have effect as if—

(a) it were renumbered "99"; and

(b) the words "by the Board" were omitted.

50. Clause 85 shall have effect as if—

(a) it were renumbered "100"; and

(b) after the word "Board" there were inserted the words "or of any other persons in respect of their functions under the Scheme".

51. Clause 86 shall have effect as if—

(a) it were renumbered "101"; and

(b) the references were to Clauses 77 and 78 of the Scheme instead of to Clauses 60 and 61.

52. Clause 87 shall have effect as if—

(a) it were renumbered "102"; and

(b) the references were to Clauses 77 and 78 of the Scheme instead of to Clauses 60 and 61.

53. Clause 88 shall be renumbered "103".

54.—(A) Notwithstanding the repeal hereby made of Clauses 51 to 54 (inclusive) and Clause 73 such clauses shall remain in full force and effect as regards coal supplied or shipped after the date when the amendments hereby made come into force under contracts made before such date.

(B) The amendments hereby made in the Scheme shall not—

(i) affect the previous operation of the Scheme or anything duly done or suffered thereunder:

(ii) affect any liability or penalty resulting from any contravention of or failure to comply with any of the provisions of the Scheme which took place before the date when the amendments hereby made came into force.

(C) All such investigations, legal and other proceedings may be had, instituted and continued and notices served as may be necessary or proper for the purpose of enforcing any liability or recovering any penalty resulting as aforesaid and so far as relates to such investigations, legal and other proceedings and notices, such of the provisions of the Scheme as are hereby amended or repealed shall remain in force.

COAL MINES ACT, 1930.

THE CANNOCK CHASE DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by sub-section (4) of Section 3 of the said Act, the Board of Trade have made the Cannock Chase District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the Cannock Chase District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I of the Schedule to the said Order in substitution for the matters mentioned in paragraphs (a), (c) and (f) of subsection (2) of the said Section 3 and for the matters specified in Part II of the said Schedule in addition to the matters mentioned in subsections (2) and (3) of the said Section 3;

And whereas it is provided by Clause 33 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 33 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme:

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the Cannock Chase District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and pre-

scribe the 1st day of August, 1936, as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said 1st day of August, and any Owner is required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 27th day of July, 1936.

Harry Crookshank,

Secretary for Mines.

Board of Trade,

Mines Department,

Dean Stanley Street,

Millbank, London, S.W.1.

27th day of July, 1936.

SCHEDULE.

The Cannock Chase District (Coal Mines) Scheme, 1930, shall be amended in the following manner:—

1. Clause 2 shall have effect as if—

(a) in the definition of "Coal mine"

(i) the word "undertaking" were omitted; and

(ii) there were added at the end thereof the words "and includes undertaking";

(b) in the definition of "Export Supply" after the word "fuel" where that word appears for the second time there were inserted the words "for use"; and

(c) there were added the following definitions, that is to say:—

" 'Supply' includes sale; "

" 'Year 1935' means the year ended 31st December, 1935."

2. Clause 3 shall have effect as if in sub-clause (2) thereof after the word "regulated" there were inserted the words "and facilitated".

3. Clause 4 shall have effect as if after the word "regulating" there were inserted the words "and facilitating".

4. There shall be inserted the following new Clause, that is to say:—

" 5. The Board may do all things necessary or expedient for the exercise by them of their functions under the Scheme and in particular may for the purposes of the Scheme acquire any land or premises required for such purposes, and dispose of any land or premises held by them not then so required."

5. Clause 5 shall have effect as if—

(a) it were renumbered "6";

(b) in sub-clause (3) thereof

(i) the words "first and every succeeding" were omitted; and

(ii) the reference were to Clause 30 of the Scheme instead of to Clause 29.

6. Clauses 6 to 11 shall be renumbered 7 to 12 respectively.

7. Clause 12 shall have effect as if—

(a) it were renumbered "13"; and

(b) there were added at the end thereof the words "unless the powers of the Board to make such a decision are delegated to the Committee".

8. Clause 13 shall have effect as if—

(a) if were renumbered "14"; and

(b) after the words "of the Board" there were inserted the words "and of any Committee appointed by the Board".

9. There shall be inserted the following new Clause, that is to say:—

"15.—(1) The Board shall appoint a Sales Control Committee, consisting of an Independent Chairman and of other members who may be members of the Board or other persons to perform the functions allotted to them on behalf and in the name of the Board. The members of the Committee may be paid such remuneration as the Board may determine.

(2) The Independent Chairman may be appointed only by a majority of at least three-fourths of the members of the Board present and voting or in default of such a majority upon the nomination of the President of the Birmingham Law Society. The other members of the Committee may be appointed by a simple majority of the members of the Board present and voting.

(3) The Independent Chairman shall within 3 months after his appointment sell or dispose of any interest or shares or securities, which he may hold in his own name or in the name of a nominee for his own benefit, in any undertaking carrying on in Great Britain the business of coal mining or supplying coal, or the manufacture or sale of by-products of coal or machinery or plant for coal mining. The Chairman while he holds office shall not acquire for his own benefit any interest or shares or securities in any such undertaking, and if under any will or succession or otherwise he becomes entitled for his own benefit to any interest or shares or securities in any such undertaking, he shall sell or dispose of it or them within 3 months after he has become entitled thereto.

(4) The Independent Chairman shall be appointed for such period and upon such terms as the Board may determine. A member of the Sales Control Committee shall be appointed for a period not exceeding one year, but shall be eligible for re-appointment."

10. Clause 14 shall have effect as if—

(a) it were renumbered "16";

(b) after the word "votes" there were inserted the words "save in the case of the Sales Control Committee"; and

(c) there were added at the end thereof the following words, that is to say:—

"In the case of the Sales Control Committee, if the other members of that Committee shall not be unanimous on any question, and the Independent Chairman be present at the meeting, he shall, at the request of any one of those other members, decide that question."

11. Clause 15 shall be renumbered 17.

12. Clause 16 shall have effect as if—

(a) it were renumbered "18"; and

(b) for the word "including" there were substituted the words "or of the Independent Chairman or of the members of the Sales Control Committee, and".

13. Clause 17 shall be omitted.

14. Clause 18 shall have effect as if—

(a) it were renumbered "19"; and

(b) the word "succeeding" were omitted.

15. Clause 19 shall have effect as if—

(a) it were renumbered "20"; and

(b) the reference therein were to Clause 30 of the Scheme instead of to Clause 29.

16. Clauses 20 to 23 shall be renumbered 21 to 24 respectively.

17. Clause 24 shall have effect as if—

(a) it were renumbered "25"; and

(b) the words "including the expenses of the meeting summoned under Clause 17 hereof" were omitted.

18. Clause 25 shall have effect as if—

(a) it were renumbered "26"; and

(b) in sub-clause (1) thereof the words "the first and" and the word "subsequent" were omitted.

19. Clauses 26 to 28 shall be renumbered 27 to 29 respectively.

20. Clause 29 shall have effect as if—

(a) it were renumbered "30";

(b) for the words "standard tonnage in respect of output of coal" there were substituted the words "output standard tonnage"; and

(c) the proviso thereto were omitted.

21. Clauses 30 and 31 shall be renumbered 31 and 32 respectively.

22. Clause 32 shall have effect as if—

(a) if were renumbered "33";

(b) for the words "of their decisions, and of the decisions of any of their Committees, to all Owners immediately after the decisions have been reached" there were substituted the words "to all Owners of any decision required by the Scheme to be so notified"; and

(c) the words "by the Board" were omitted.

23. Clause 33 shall have effect as if—

(a) it were renumbered "34"; and

(b) the reference in paragraph (a) of the proviso thereto were to Clause 30 of the Scheme instead of to Clause 29.

24. Clause 34 shall have effect as if—

(a) it were renumbered "35"; and

(b) the words "as soon as possible after the first election, and subsequently" were omitted.

25. Clause 35 shall have effect as if—

(a) it were renumbered "36"; and

(b) the references were to Clauses 44 to 54 (inclusive) of the Scheme instead of to Clauses 38 to 45 (inclusive).

26. Clauses 36 and 37 shall be renumbered 37 and 38 respectively.

27. There shall be inserted the following new Clauses, that is to say:—

"Standard Relative Price.

39. The Board shall fix a standard relative price per ton of 20 cwts. for each class of coal produced in the District. The standard relative price for each class shall in the first instance be the minimum price in force for such class on the 31st July, 1936.

40. Any standard relative price subsequently fixed by the Board shall be a pit head price or a price delivered at station or works.

41. The standard relative 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 standard relative price of any class of coal and in particular, on the application of any Owner for the revision of the price so fixed for any 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.

42. The standard relative price fixed from time to time for each class of coal shall forthwith be communicated to all the Owners.

43. If any Owner is dissatisfied with any standard relative price fixed for the time being under the Scheme in respect of any 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 such price as aforesaid, and the Board shall thereupon reconsider the matter and deliver their decision thereon without delay."

28. Clauses 38 to 40 shall be renumbered 44 to 46 respectively.

29. Clause 41 shall have effect as if—

(a) it were renumbered "47"; and

(b) in sub-clause (1) thereof—

(i) before the words "standard tonnages" there were inserted the word "output";

(ii) the words from "and on the first determination" to the end of the paragraph were omitted; and

(iii) the proviso thereto were omitted.

30. Clause 41A, shall have effect as if—

(a) it were renumbered "48";

(b) in sub-clause (1) thereof—

(i) the words "Before the first day of December, 1934, and subsequently" were omitted;

(ii) the word "thereafter" and the words "and (b) coal for inland supply" were omitted;

(iii) for the word "tonnages" where that word appears for the first and second times there were substituted the word "tonnage";

(iv) the word "first" where that word appears for the second time were omitted; and

(v) for the words from "1935, and" to the end of the sub-clause there were substituted the words "next following the determination";

(c) in sub-clause (2) thereof—

(i) the words "and for inland supply" where those words appear for the first time were omitted;

(ii) for the word "all" there were substituted the word "any"; and

(iii) for the words from "proportions" to "determinations" there were substituted the words "proportion which has been disposed of for export supply of the coal supplied from the coal mine"; and

(d) in sub-clause (3) thereof—

(i) after the words "in respect of" there were inserted the word "export";

(ii) for the word "relative" there were substituted the word "relevant";

(iii) for the words "standard tonnages" where those words appear for the second time there were substituted the words "the standard tonnage"; and

(iv) the words "or for inland supply" were omitted.

31. Clause 41B shall have effect as if—

(a) it were renumbered "49";

(b) before the word "supply" where that word appears for the first three times there were inserted the word "export"; and

(c) in the proviso thereto—

(i) for the words "the monthly" there were substituted the words "monthly export"; and

(ii) for the words "proportions in which coal supplied from the coal mine has been disposed of for export supply and inland supply respectively" there were substituted the words "proportion which has been disposed of for export supply of the coal supplied from the coal mine".

32. Clause 42 shall have effect as if—

(a) it were renumbered "50"; and

(b) the reference therein were to Clause 52 of the Scheme instead of to Clause 44.

33. Clause 43 shall be renumbered 51.

34. Clause 44 shall have effect as if—

(a) it were renumbered "52";

(b) at the beginning of the Clause before the words "The Board" there were inserted the words "Subject as hereinafter provided,";

(c) the words "or inland supply" were omitted; and

(d) for the words from "proportions in which" to the end of the Clause there were substituted the words "proportion which has been disposed of for export supply of the coal supplied from the coal mine during some recent period".

35. For Clause 45 there shall be substituted the following Clauses, that is to say:—

"53.—(1) If any Owner refers any determination of the annual output standard tonnage of coal of his coal mine made under Clause 52 of the Scheme to arbitration, notice of such reference shall forthwith be sent by the Board to every Owner. The annual output standard tonnage of coal of every coal mine shall thereupon be referred to arbitration and the arbitrator shall determine the annual output standard tonnage of coal of each coal mine.

(2) For a period of twelve calendar months, calculated from the first day of the month following that in which the award of the arbitrator is made, the annual output standard tonnages of coal thus determined shall, subject to the provisions of Clause 54 of the Scheme, remain in force without revision.

54.—(1) Where any person purchases or otherwise acquires part of an undertaking, the Board shall determine the amounts of the annual output and export supply standard tonnages of coal and any class of coal of the undertaking which relate to that part of the undertaking, having regard in such determination to the special circumstances of the undertaking or to the matters relevant to such determination as the case may be. Subject as hereinafter provided those amounts shall be the annual output

and export supply standard tonnages respectively of coal and that class of coal of that coal mine. The amounts so determined shall be deducted from the respective annual output and export supply standard tonnages of the undertaking and the remainders shall be the respective annual output and export supply standard tonnages of that part of the undertaking which has not been so acquired.

(2) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking the annual output and export supply standard tonnages of coal and any class of coal of that coal mine or the amounts determined under sub-clause (1) of this Clause in respect of that part of the undertaking as the case may be, shall be added to the respective annual output and export supply standard tonnages of coal and that class of coal of the coal mine previously belonging to such owner to constitute the annual output and export supply standard tonnages of the undertaking.

Basic Tonnages.

55.—(1) Before the 1st day of August, 1936, the Board shall determine the annual basic tonnage of each coal mine.

Subject as hereinafter provided such annual basic tonnage shall be the tonnage of coal supplied for inland supply during the year 1935 from that coal mine after deduction of any tonnage of coal supplied in that year to the lessor of the coal mine or his nominee in accordance with the terms of the lease:

Provided that the Board shall make a special addition in respect of any strike, lock-out or accident which prevented or restricted the supply of coal, equal to the additional tonnage, which in the opinion of the Board would have been supplied for inland supply in that year from that coal mine but for that strike, lock-out or accident:

Provided further that the Board may make a special addition not exceeding the additional tonnage which in the opinion of the Board would have been supplied as a result of expenditure incurred before 1st August, 1936, in order to increase the tonnage supplied from that coal mine.

(2) The annual basic tonnages thus determined by the Board or awarded upon arbitration as hereinafter provided shall come into operation upon the 1st day of August, 1936, and shall remain in force without revision except in the manner hereinafter provided.

(3) If the operation of the Act be extended beyond the 31st day of December, 1937, the Board shall before the 1st day of December, 1939, and subsequently before the 1st day of December in each third year make any revision of the annual basic tonnage of each coal mine required on the ground that the Owner has persistently failed to supply his trade share of coal as hereinafter defined.

(4) The annual basic tonnages determined by the Board under the last sub-clause or awarded on arbitration as hereinafter provided shall come into operation on the 1st day of January, 1940, and subsequently on

the 1st day of January in each third year and shall, subject to the provisions of the next following Clause, remain in force without revision for a period of three years.

(5) Forthwith upon any determination of annual basic tonnages under this Clause, the Board shall send a notice of all such basic tonnages determined to each Owner. If any Owner refers any such determination to arbitration, notice of such reference shall forthwith be sent by the Board to every Owner. The annual basic tonnage of every coal mine shall thereupon be referred to arbitration and the arbitrator shall determine the annual basic tonnage of each coal mine.

56.—(1) For the purpose of this Clause "colliery" means a shaft or shafts with the equipment and development necessary for getting and drawing coal. "New colliery" means a colliery from which coal has not been gotten or drawn save incidentally to the process of development.

(2) If at any time after the 1st January, 1935,

(a) a new colliery has been, or shall be, opened or

(b) the working of any colliery has been, or shall be, recommenced following any abandonment or discontinuance of working,

the Board may from time to time during a period of three years from the opening or re-opening of the colliery (if such colliery forms part of an undertaking) determine the annual basic tonnage of the undertaking or (if such new colliery does not form part of an undertaking) determine the annual basic tonnage of the coal mine. Every such determination shall be made having regard to the development of the colliery and all other relevant circumstances and to the interests of the other Owners.

(3) Where any person purchases or otherwise acquires part of an undertaking the Board shall determine the amount of the annual basic tonnage of the undertaking which relates to that part of the undertaking and subject as hereinafter provided that amount shall be the annual basic tonnage of that coal mine. The amount so determined shall be deducted from the annual basic tonnage of the undertaking and the remainder shall be the annual basic tonnage of that part of the undertaking which has not been so acquired.

(4) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking, the Board shall determine the proportion of the annual basic tonnage of that coal mine or of the amount determined under the last sub-clause in respect of that part of the undertaking as the case may be, which shall be added to the annual basic tonnage of the coal mine previously belonging to such Owner to constitute the annual basic tonnage of the undertaking. Such proportion shall be determined having regard to all relevant circumstances including the probable working life of the coal mine or part of the undertaking so acquired.

57. For the purpose of assisting the Board in any determination of annual basic tonnages any Owner shall upon notice given to him

by the Board furnish to the Board within the period specified in the notice, a statement in writing giving any information which the Board may require for that purpose, and any Owner who claims that a special addition or a revision under Clause 55 or an adjustment under Clause 56 of the Scheme should be made, as the case may be, shall with such statement furnish to the Board a notice in writing stating the addition or revised or adjusted annual basic tonnage which he claims, together with any evidence required to substantiate the claim.

58.—(1) Within seven days of the date of the notice of any determination of the annual basic tonnage of his coal mine the Owner shall give notice in writing to the Board specifying the proportion of such tonnage which he desires to be allocated to each month and subject to the approval of the Board such allocations shall be the monthly basic tonnages of that coal mine. In default of such notice or if the Board do not approve the proportions specified in such notice the Board may divide such annual tonnage into monthly tonnages in such proportions as may be fair and equitable. The Board may from time to time revise such monthly tonnages where it is fair and equitable to do so.

(2) Notice of any monthly basic tonnage determined under this Clause shall forthwith be given to the Owner.

Permits.

59.—(1) The supply by Owners of coal from their coal mines shall be regulated by the issue of Permits by the Sales Control Committee.

The Committee may issue—

(a) a Special Permit for the supply of coal in pursuance of an enquiry made therefor, or

(b) a General Permit for the supply of coal in circumstances such that in the opinion of the Committee it is unnecessary, in order to avoid competition between Owners, that a Special Permit should be issued in respect of each enquiry for coal.

(2) Every Permit shall state:—

(a) the name of the Owner to whom it is issued;

(b) the maximum tonnage of coal, and the commercial description of coal, which may be supplied thereunder;

(c) the price below which the coal shall not be supplied, or the actual price at which the coal may be supplied, and the maximum discount, commission, or credit, which may be allowed by the Owner;

(d) the period within which the coal may be supplied, and any limitation upon the tonnages which may be supplied during any part of such period; and

(e) any special conditions of sale.

(3) In addition—

(a) every Special Permit shall state the name of the customer to whom the coal may be supplied; and

(b) every General Permit shall state the class of customer to whom, or the markets in which, the coal may be supplied, and the maximum tonnage of coal which may be

supplied to any customer in respect of any one sale or agreement for sale. No such tonnage shall exceed 40 tons.

(4) Any Permit for the supply of coal for resale by the customer may state:—

(a) the market or area in which the coal may be resold; and

(b) the price below which the coal may not be resold, and the maximum discount, commission, or credit, which may be allowed by the customer.

It shall be a term of the Permit that coal shall be supplied by the Owner thereunder only if the customer agrees to observe such conditions.

(5) No Owner shall supply coal from his coal mine otherwise than under and in accordance with the terms of a Permit issued to him:

Provided that an Owner may supply coal without a Permit:—

(a) for use in working his coal mine;

(b) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed; and

(c) to the lessor of the coal mine or his nominee in accordance with the terms of the lease.

60.—(1) Permits may be issued upon an application therefor by an Owner or otherwise.

(2) Any Owner, who receives an enquiry for the supply of coal from his coal mine (other than an enquiry for coal which he is permitted and intends to supply under a General Permit or without a Permit), shall forthwith inform the Sales Control Committee thereof, stating by whom the coal is required, and giving particulars of the quantity and description of coal and the date for delivery thereof, and any other particulars which may be required by the Committee, and may make application for a Special Permit for the supply of the whole or part of the coal.

(3) The Sales Control Committee may issue to the Owner who received the enquiry or to any other Owner a Special Permit for the supply of the whole or any part of the coal, or may issue a Special Permit where no enquiry has been submitted by an Owner.

(4) An Owner who has received a Special Permit shall as soon as may be give to the Sales Control Committee particulars of any agreement entered into by him for the supply of coal under that Permit.

(5) Permits shall not be issued for the supply of coal in such a manner that in any period for which allocations are fixed the tonnage of coal supplied by Owners under Permits exceeds any allocation in respect thereof.

(6) On or before the 1st day of August, 1936, each Owner shall give to the Sales Control Committee particulars of all agreements made before the 1st day of August, 1936, under which coal from his coal mine is to be supplied after that date (other than agreements in respect of which no Permit is required), and the Committee shall issue a

Permit enabling such coal to be supplied in accordance with the agreement:

Provided that in calculating the tonnage of coal to be so supplied the Committee may exclude any tonnage of coal which may be supplied at the option of the Owner.

61.—(1) The Sales Control Committee shall allocate Permits to the Owners in such manner as is fair and equitable, and so that as far as possible the Owners can in every month supply:—

(a) coal for inland supply in proportion to their respective monthly basic tonnages;

(b) coal for export supply in proportion to their respective monthly export supply standard tonnages; and

(c) the various commercial descriptions of coal in the proportions in which they are produced from their coal mines.

(2) The Committee shall also have regard to the customers to whom, and the markets in which, each Owner has been accustomed to sell the coal from his coal mine, and generally to the goodwill of each Owner.

61A.—(1) Before issuing a Permit for the supply of coal otherwise than at a pithead price, the Committee shall consider any representations made by the Owner to whom the Permit is to be issued with regard to the costs and charges which would be incurred by him in connection with the conveyance of that coal.

(2) Where a Permit is issued to an Owner for the supply of coal at a pithead price he shall not directly or indirectly carry out any part of the conveyance of such coal save as may be expressly provided in the terms of the Permit.

62. In fixing in any Permit the price below which the coal shall not be supplied or the actual price at which the coal may be supplied, the Sales Control Committee shall have regard to the standard relative price of such coal, as determined under the provisions of the Scheme.

63.—(1) No Owner shall supply coal under a Permit so that the actual consideration received by him is less in value than the price stated in the Permit below which that coal shall not be supplied, or differs from the actual price at which that coal may be supplied, as the case may be; and in particular no Owner shall make, allow, or give, or agree to make, allow, or give, any gift, discount, commission, rebate, extended credit or allowance in respect of the price, quantity or weight of the coal or otherwise, other than any discount, commission or credit allowed by the Permit.

(2) No Owner shall without the consent of the Sales Control Committee supply any additional tonnage of coal, or make any allowance or reduction in price, in consequence of complaint by a customer in regard to short weight or the quality of coal in any consignment.

(3) If any part of the consideration payable for any coal supplied under a Permit has not been received by the Owner by the due date, he shall inform the Sales Control Committee thereof, and shall take such steps as they may direct to enforce the contract.

(4) Any Owner who acts in contravention of any of the provisions of this Clause shall be deemed to have supplied coal otherwise than in accordance with the terms of the Permit issued in respect of the supply of that coal.

64.—(1) If any Owner, having applied for a Permit to the Sales Control Committee, is dissatisfied with the decision of the Committee he may apply to the Independent Chairman of the Sales Control Committee to determine whether, and in what way, the decision of the Committee should be varied; and the Chairman shall consider such application, having regard to all the circumstances and shall make a determination thereon.

(2) If any determination so made by the Chairman of the Sales Control Committee shall be at variance with the decision of the Committee, in respect of which application as aforesaid has been made, such decision shall be deemed to have been varied in accordance with the determination of the Chairman, and shall have effect accordingly.

65.—(1) For the purpose of ensuring the observance of the conditions upon which the supply of coal by Owners is permitted the Sales Control Committee shall not issue a Special Permit for the supply of coal to, or through the agency of, any distributor, whose name is not upon the Register kept for the purposes of this Clause, and no General Permit shall be deemed to authorise the supply of coal to, or through the agency of, any such distributor.

(2) For the purposes of this Clause the Board shall keep a Register on which shall be entered on the application of any Owner the name of any distributor, who gives to the Board an undertaking in a form prescribed by them:—

(a) to observe any conditions relating to the resale of coal by him imposed on him by an Owner by virtue of any Permit; and

(b) to permit such inspection of his books or accounts by an accountant appointed by the Board as may be reasonably necessary to determine whether such conditions have been observed.

If any distributor acts in breach of his undertaking the Board shall remove his name from the Register, unless they are satisfied that the purposes of this Clause will not be prejudiced if his name remains upon the Register.

The name of any distributor which has been removed from the Register shall not be restored nor shall the name of any person controlled by that distributor be entered on the Register unless the Board are satisfied that the purposes of this clause will not be prejudiced by such restoration or entry.

(3) In this clause "distributor" includes any exporter, factor, merchant, dealer, or other person whose business includes the supply of coal.

66.—(1) Every Owner shall from day to day furnish to the Sales Control Committee particulars of all coal supplied by him for inland supply and shall after the end of each month furnish to the Committee copies of invoices of all coal so supplied in that month.

(2) The Sales Control Committee shall from time to time and as early as possible in each month inform each Owner of the total tonnage of coal produced in the District, which the Committee anticipate will be supplied for inland supply from all the coal mines during that month.

(3) As soon as possible after the end of each week the Sales Control Committee shall inform each owner of the total tonnage of coal, produced in the District, supplied for inland supply from all the coal mines during that week.

67. The Board may enter into agreements with any persons for the purpose of facilitating the operation of the provisions of the Scheme."

36. Clause 46 shall have effect as if—

(a) it were renumbered "68";

(b) in sub-clause (1) thereof after the word "which" there were inserted the words "subject to the provisions of Clause 59 (5) of the Scheme"; and

(c) sub-clause (8) thereof were omitted.

37. Clause 47 shall have effect as if—

(a) it were renumbered "69"; and

(b) the words "and for inland supply respectively" were omitted.

38. Clause 48 shall have effect as if—

(a) it were renumbered "70" and

(b) the reference in the proviso thereto were to Clause 71 of the Scheme instead of to Clause 49.

39. Clause 49 shall have effect as if—

(a) it were renumbered "71";

(b) the words "or inland supply" were omitted;

(c) after the words "output of or" wherever those words appear there were inserted the word "export"; and

(d) for the words "for the purposes of Clauses 76 and 77 of the Scheme the corresponding quota shall" there were substituted the words "the corresponding quota shall for the purposes of Clauses 95 and 96 of the Scheme".

40. Clause 50 shall be renumbered 72.

41. There shall be inserted the following new Clause, that is to say:—

"73. The Board may from time to time where it appears desirable to them to do so make rules defining, in relation to any trade, industry or other category of consumer supplied or to any mode of transport or delivery, when loading or supply shall be deemed to take place for any of the purposes of the Scheme."

42. For Clauses 51 to 59 inclusive there shall be substituted the following Clauses, that is to say:—

"Maintenance of Quality."

74.—(1) Every Owner shall clean and prepare for the market coal of each commercial description in such a manner as to maintain the standard of quality of coal of that commercial description supplied during the year 1935, and the Board may formulate a reasonable specification for any commercial description of coal for the purpose of testing whether the standard is maintained.

(2) No Owner shall, without the consent of the Board, which shall not be unreasonably withheld, alter the methods employed in the

preparation for the market of any coal produced from his coal mine.

(3) The Sales Control Committee in fixing in any Permit the price below which any coal shall not be supplied or the actual price at which any coal may be supplied, shall have regard to any alteration in the methods employed in the preparation of that coal for the market, and any consequent improvement or deterioration in the quality of that coal

Trade Shares and Compensation.

75.—(1) Forthwith, after the end of each month the Sales Control Committee shall determine the total tonnage of coal supplied for inland supply (otherwise than by Owners to the lessors of their respective coal mines or to the nominees of such lessors in accordance with the terms of the lease) from all the coal mines in that month. Such total tonnage shall be divided in the proportions of the monthly basic tonnages of all the coal mines for that month and the tonnage thus calculated for each coal mine shall (subject to any additions under the following provisions) be the trade share of that coal mine for inland supply for that month.

(2) If in any month the total tonnage of coal so supplied from any coal mine is less than the trade share of that coal mine for that month the Board shall (save as hereinafter provided) pay to the Owner compensation in respect of such deficiency at the rate of 2s. 6d. per ton:

Provided that if in the opinion of the Sales Control Committee any deficiency or part thereof is due to the inability of the Owner to supply coal, or to any neglect on his part to take all such measures as should reasonably have been taken in order to obtain his trade share for such month or to supply any coal for which a Permit has been issued to him the Committee shall make a report to the Executive Board setting forth their opinion and their reasons for the same, and if the Executive Board are satisfied that such deficiency or any part thereof was due to any such cause they shall not pay to such owner any compensation in respect of such deficiency or part thereof:

Provided further that any tonnage in respect of which no compensation is payable under the provisions of this sub-clause shall be divided in the proportions of the basic tonnages of the other coal mines for that month and the tonnage thus determined for each coal mine shall be added to the trade share thereof calculated under sub-clause (1) of this Clause for that month.

(3) If in any month the total tonnage of coal so supplied from any coal mine is greater than the trade share of that coal mine for that month the Owner shall pay to the Board a contribution in respect of such excess at the rate of 2s. 6d. per ton.

76. The Board shall send a statement to each Owner showing the contribution due from such Owner or the compensation payable to him in respect of each month. Such statement shall be sent not later than the last day of the following month. The sum shown by any such statement to be due to or from the Board shall be paid within 14 days of the delivery of the statement."

43. Clause 60 shall have effect as if—
 (a) it were renumbered "77"; and
 (b) the words "At the general meeting called in pursuance of Clause 17 of the Scheme" were omitted.
44. Clause 61 shall have effect as if—
 (a) it were renumbered "78"; and
 (b) in the proviso thereto—
 (i) the reference were to Clause 30 of the Scheme instead of to Clause 29; and
 (ii) for the word "by" where that word appears for the second time there were substituted the words "on behalf of".
45. Clauses 62 to 67 shall be renumbered 79 to 84 respectively.
46. Clause 68 shall have effect as if—
 (a) it were renumbered "85"; and
 (b) for the words "paid out of the District Fund such expenses" there were substituted the words "discharged out of the District Fund such liabilities and expenses".
47. Clause 69 shall be renumbered 86.
48. Clause 70 shall have effect as if—
 (a) it were renumbered "87"; and
 (b) the words "at the general meeting called in pursuance of Clause 17 of the Scheme" were omitted.
49. Clause 71 shall be renumbered 89.
50. Clause 72 shall have effect as if—
 (a) it were renumbered "90"; and
 (b) before the word "return" there were inserted the word "statement".
51. There shall be inserted the following new Clause, that is to say:—
 "91. Any Owner shall at any time allow any person duly authorised by the Board or the Sales Control Committee to have access to his coal mine whether on the surface or underground and, for the purpose of ascertaining whether such Owner is complying with the provisions of the Scheme or with any direction given by the Board or by the Sales Control Committee thereunder, to inspect any operations of cleaning, sorting, loading or despatching coal, and any seams from which coal is obtained and to take samples of coal."
52. Clauses 73 to 75 shall be renumbered 92 to 94 respectively.
53. Clause 76 shall have effect as if—
 (a) it were renumbered "95"; and
 (b) in sub-clause (1) thereof—
 (i) the words "or for inland supply" were omitted;
 (ii) the references therein were to Clauses 70 and 71 of the Scheme instead of to Clauses 48 and 49 respectively; and
 (iii) for paragraph (ii) of the proviso thereto there were substituted the following paragraph, that is to say:—
 "(ii) where in any period for which quotas have been determined a quota for output of coal or any class of coal has been exceeded and the quota for export supply of coal or that class of coal has also been exceeded, one penalty only shall be payable in respect of such excesses calculated upon the amount of the excess over the quota for output or the excess over the quota for export supply, whichever shall be the greater."
54. Clause 77 shall have effect as if—
 (a) it were renumbered "96";
 (b) the words "or inland supply" were omitted; and
 (c) for the words "coal owner" there were substituted the word "Owner".
55. For Clause 78 there shall be substituted the following clause, that is to say:—
 "97. Subject to the proviso to Clause 59 (5) hereof any Owner who supplies coal otherwise than under and in accordance with the terms of a Permit shall pay to the Board on demand a penalty at the rate of 5s. 0d. (five shillings) for each ton or part thereof so supplied."
56. Clause 79 shall have effect as if—
 (a) it were renumbered "98"; and
 (b) in sub-clause (1) thereof—
 (i) after the word "Board" where that word first appears there were inserted the words "or to the Sales Committee";
 (ii) before the word "return" wherever that word appears, there were inserted the word "statement"; and
 (iii) the words "or prescribed by the Board" were omitted.
57. For Clause 80 there shall be substituted the following clauses, that is to say:—
 "99. Any Owner who fails to comply with the provisions of Clauses 90 and 91 of the Scheme shall pay to the Board a penalty not exceeding £20 (twenty pounds) for each day of such default.
 100. Any Owner who fails to comply with any provision of the Scheme for a breach of which no specific penalty is therein provided shall pay to the Board on demand a sum of £250 (two hundred and fifty pounds) in respect of each such failure:
 Provided that the Board may remit the whole or any part of such penalty having regard to the extent that, in the opinion of the Board, the breach has not injured or prejudiced the interests of the other Owners."
58. Clause 81 shall have effect as if—
 (a) it were renumbered "101";
 (b) the reference therein were to Clauses 95, 97, 98, 99 and 100 of the Scheme instead of to Clauses 76, 78, 79 and 80; and
 (c) in the proviso thereto—
 (i) for the word "ten" there were substituted the word "fourteen"; and
 (ii) the reference therein were to Clause 103 of the Scheme instead of to Clause 83.
59. Clause 82 shall have effect as if—
 (a) it were renumbered "102";
 (b) the references therein were to Clauses 38, 43, 51 and 64 of the Scheme instead of to Clauses 37, 43 and 55; and
 (c) the words "of the Board" where those words appear for the third time were omitted.
60. Clause 83 shall be renumbered 103.
61. Clause 84 shall be renumbered 88.
62. Clause 85 shall have effect as if—
 (a) it were renumbered "104"; and
 (b) the words "in respect of any coal mine" were omitted.

63. Clause 86 shall have effect as if—

(a) it were renumbered "105"; and

(b) after the word "shall" there were inserted the words "within fourteen days of the date of any notice of the matter or, where no notice is given, within fourteen days after he first becomes aware of the matter".

64. Clauses 87 and 88 shall be renumbered 106 and 107 respectively.

65. There shall be inserted the following new clause, that is to say:—

"108. where the annual output or export supply standard tonnages of coal or the annual basic tonnages of all the coal mines are referred to arbitration under the provisions of Clause 53 or Clause 55 (5) of the Scheme—

(a) Every Owner shall be deemed to have referred to arbitration the respective standard tonnage or basic tonnage of his coal mine as the case may be and to be a party to the arbitration; and

(b) If the arbitrator considers that such standard tonnage or basic tonnage of any coal mine as the case may be should be diminished, he shall before making his award give notice of his decision to the Owner thereof and that Owner may submit any further evidence or reasons why such tonnage should not be diminished; and

(c) If the Board so decide the arbitrator shall sit with a mining engineer, accountant or other assessor. Such assessor shall be appointed by unanimous resolution of the Owners or failing such unanimous resolution, in the case of an assessor being a mining engineer by the President of the Institution of Mining Engineers, in the case of an assessor being an accountant by the President of the Institute of Chartered Accountants, and in the case of any other assessor by the President of the Incorporated Law Society."

66. Clause 89 shall have effect as if—

(a) it were renumbered "109"; and

(b) the reference therein were to Clause 101 of the Scheme instead of to Clause 81.

67. Clause 90 shall have effect as if—

(a) it were renumbered "110"; and

(b) the words "of the Board" and "by the Board" were omitted.

68. Clause 91 shall have effect as if—

(a) it were renumbered "111"; and

(b) after the word "Board" there were inserted the words "or of any persons in respect of their functions under the Scheme".

69. Clause 92 shall have effect as if—

(a) it were renumbered "112"; and

(b) the references therein were to Clauses 82 and 83 of the Scheme instead of to Clauses 65 and 66.

70. Clause 93 shall have effect as if—

(a) it were renumbered "113"; and

(b) the references therein were to Clauses 82 and 83 of the Scheme instead of to Clauses 65 and 66.

71. Clause 94 shall be renumbered 114.

72. (A) Notwithstanding the repeal hereby made of Clauses 51 to 59 (inclusive) and Clause 78 such clauses shall remain in full force and effect as regards coal supplied or shipped after the date when the amendments hereby made come into force under contracts made before such date.

(B) The amendments hereby made in the Scheme shall not—

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

(ii) affect any liability or penalty resulting from any contravention of or failure to comply with any of the provisions of the Scheme which took place before the date when the amendments hereby made came into force.

(C) All such investigations, legal and other proceedings made be had, instituted and continued and notices served as may be necessary or proper for the purpose of enforcing any liability or recovering any penalty resulting as aforesaid and so far as relates to such investigations legal and other proceedings and notices such of the provisions of the Scheme as are hereby amended or repealed shall remain in force.

COAL MINES ACT, 1930.

THE SOUTH WALES DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by subsection (4) of Section 3 of the said Act, the Board of Trade have made the South Wales District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the South Wales District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I of the Schedule to the said Order in substitution for the matters mentioned in paragraphs (a), (c), (e), (f), (g), (h) and (k) of subsection (2) of the said Section 3 and for the matters specified in Part II of the said Schedule in addition to the matters mentioned in subsections (2) and (3) of the said Section 3;

And whereas it is provided by Clause 68 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of Clause 66 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme;

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the South Wales District (Coal Mines) Scheme set out in the Schedule hereto and prescribe the 1st day of August, 1936, as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said 1st day of August, 1936, and any Owner is required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 25th day of July, 1936.

Harry Crookshank,
Secretary for Mines.

Board of Trade,
Mines Department,
Dean Stanley Street,
Millbank, London, S.W.1.
25th day of July, 1936.

SCHEDULE.

In Clause 3 of the Scheme

by adding to paragraph (d) the words "and the 'Control Board' means the body of that name constituted under the Scheme."

in paragraph (g) by adding after the word "sell" where that word first occurs the words "or supply" and by adding after the words "to sell" the words "to supply" and by adding after the words "dispose of" where those words are last used the word "respectively"; and by deleting thereafter the remaining words in the paragraph.

in paragraph (s) by inserting after the word "undertaking" where that word first occurs, the words "in reference to standard tonnage or quota" and by adding at the end of the paragraph the words "and 'undertaking' where otherwise used, means the whole industrial undertaking including the coal mines of that Owner."

in paragraph (u) by inserting after the words "Amendment Order" where those words first occur, the figures "1936"; and by deleting the figures "1934" at the end of the paragraph and inserting in lieu thereof the figures "1936."

by deleting paragraphs (v) and (w).

by re-lettering paragraph (x) as paragraph (v).

by inserting the following new paragraph (w):

" 'Distributor' means any agent through whom and any exporter, factor, merchant or distributing organisation for the sale or supply of coal from coal mines in the district, to whom coal may be sold or supplied."

By adding to the heading to Clause 6 the words "and Control Board" and by amending Clause 6 of the Scheme so that it will have effect as set out in the Appendix hereto.

By amending Clause 7 of the Scheme in manner following, that is to say:—

in sub-clause (1) by deleting the words "approval date" and inserting the words "29th day of October 1934."

in paragraph (i) of sub-clause (1) by deleting the word "former" before the word "provisions" and by inserting the

words "in force up to the 31st day of December 1934" after the word "Scheme" where that word first occurs in the said paragraph, and

in sub-paragraph (a) of paragraph (i) of sub-clause (1) by deleting the word "former" where that word first occurs before the word "provisions" and by substituting the word "said," and by inserting the words "the said" before the words "Clause 7" and by deleting the words there following "of the former provisions."

by deleting the opening words of paragraph (ii) of sub-clause (1) and substituting therefor the following:

"Every Owner who has not already furnished a tonnage and supply statement shall furnish such statement containing the following information and otherwise comply with the following provisions." :—

in sub-paragraph (d) of paragraph (ii) of sub-clause (1) by deleting the words "30th day of September 1934" and inserting the words "31st day of March 1936."

in sub-clause (2) paragraph (i) by deleting the words "within thirty days after the approval date or within such extended time as the Board may allow" and by inserting the words "within such time as the Board may allow."

in paragraph (ii) of sub-clause (2) by deleting the word "being" after the word "person" and by inserting the words "not being a member of the staff of, or permanently employed by the Owner but who is", and by adding the following words after the word "Auditors"

"Society of Accountants in Edinburgh,

The Institute of Accountants and Actuaries in Glasgow.

The Society of Accountants in Aberdeen,

The London Association of Certified Accountants Limited,

The Corporation of Accountants Limited."

In Clause 9 by deleting in sub-clauses (i) and (ii) the words "after the approval date" after the word "who" in those paragraphs.

By amending Clause 12 of the Scheme so that the same shall have effect as set out in the Appendix hereto.

In Clause 14 by deleting in proviso (a) the words "including the matters applicable to such determination set out in paragraph cc (i) of the Schedule to the Amendment Order" and the words in brackets "(as one of such matters)" where those words occur.

In Clause 20 by inserting in sub-clause (1) the words "except as to the matters provided for in Clause 21" after the words "in the manner and,"

at the end of sub-clause (2) of Clause 20 by deleting the word "Owner" and substituting the word "undertaking" and deleting the words "including the matters set out in paragraph cc (i) of the Schedule to the Amendment Order."

By renumbering Clause 21 as Clause 22, and in the last paragraph thereof, by adding after the words "relevant matters" the words in brackets "(including the interests of other owners)."

By inserting as Clause 21 a new clause in the form set out in the Appendix hereto.

By renumbering Clause 22 as Clause 23 and in the opening words of sub-clause (2) thereof, by adding after the word "determination" the words "including the interests of other owners."

By renumbering Clauses 23 to 27 inclusive as Clauses 24 to 28 inclusive.

By renumbering Clause 28 as Clause 29, and by deleting sub-clause (i) thereof and by substituting therefor a new sub-clause (i) in the form set out in the Appendix hereto.

By renumbering Clause 29 as Clause 30.

By renumbering Clause 30 as Clause 31 and after the words "and the tonnages" by inserting the words "so fixed" and after the words "separate class of coal" by deleting the words "allowed to be produced or supplied from such undertakings by the Owners thereof", and by inserting the words "for each undertaking."

By renumbering Clauses 31 and 32 as Clauses 32 and 33 respectively and in paragraph (a) of Clause 33 as renumbered by substituting a reference to Clause 34 for the reference to Clause 33, and at the end of the clause by substituting a reference to Clause 68 for the reference to Clause 50.

By renumbering Clauses 34 and 35 as Clause 35 and 36 respectively and in sub-clause (ii) of Clause 36 as renumbered by deleting the words "from one Owner to another" where those words occur after the word "transferred."

By deleting Clause 33 and by adding as Clause 34 a new clause in the form set out in the Appendix hereto.

By deleting Clause 37 and by substituting therefor a new clause numbered 38 in the form set out in the Appendix hereto.

By renumbering Clause 36 as Clause 37, by deleting the word "minimum" from the heading thereto, and by adding at the end thereof the words "and other than coal which, under the terms of any mining lease is required to be supplied to and for the use of the lessor of the mine or the person entitled to receive the royalty therefrom" and by adding the following proviso to the said Clause:

"Provided that the Board may fix different minimum prices for any class of coal for supply to or for re-sale or consumption in different areas or places."

By renumbering Clause 39 as Clause 40.

By deleting Clause 38 and by substituting therefor a new Clause numbered 39 in the form set out in the Appendix hereto.

By renumbering Clause 40 as Clause 41.

By deleting Clause 42.

By renumbering Clause 41 as Clause 42, and by deleting after the words "an f.o.b. price for" where those words occur the words "shipment coal or a pithead price for coal other than coal for shipment" and by inserting the words "export coal or (where an f.o.b. price has been determined for coal con-

veyed coastwise) other than the f.o.b. price for such coal conveyed coastwise; or a pithead price for inland coal conveyed other than coastwise;"

By deleting after the words "to the Board" the words "through any officer or servant of the Board" and by inserting in lieu thereof the words "or to any person duly authorised."

By amending Clause 43 by inserting after the words "so employed" the words "and coal which, under the terms of any mining lease is required to be supplied to and for the use of the lessor of the mine or the person entitled to receive the royalty therefrom"; and by inserting in paragraph (i) after the words "below the" the words "appropriate minimum" and in paragraph (ii) by inserting the word "appropriate" after the words "below the"; and by substituting a reference to Clause 68 for the reference to Clause 50.

In Clause 44 by inserting before the words "minimum price" the word "appropriate"; and by substituting a reference for Clause 68 for the reference to Clause 50.

By renumbering Clause 46 as Clause 65

by inserting the words "And information" at the heading of that Clause; and by adding in sub-Clause (1) after the words "Executive Board" the words "and the Control Board with the authority of the Executive Board."

by deleting the word "Board" where that word occurs for the second time and by substituting for that word the words "Executive Board or to the Control Board"; and by substituting for that word where it last occurs the word "they"; and by adding after the words "for the operation" the words "of their functions under" and by deleting the word "of";

and in sub-Clause (2) thereof by adding the word "Executive" before the word "Board" where that word first occurs; by substituting the word "seven" for the word "ten" where that word occurs; and by adding at the end of the clause the words "and any excess or deficiency in his share tonnage."

By inserting the new clauses numbered 46 to 64 inclusive and heading in the form set out in the Appendix hereto.

By renumbering Clause 47 as Clause 66 and by substituting therefor a new clause in the form set out in the Appendix hereto.

By deleting Clause 48.

By renumbering Clause 49 as Clause 67, and by inserting the words "or any share or strike tonnage" after the words "standard tonnage."

By renumbering Clause 50 as Clause 68; and by deleting sub-paragraph (b) of paragraph (i) of that clause; and by relettering sub-paragraph (c) as sub-paragraph (b) of paragraph (i) of that clause.

By inserting a new Clause 69 in the form set out in the Appendix hereto.

By renumbering Clause 51 as Clause 70

and in sub-clause (1) paragraph (i) thereof by adding after the words "Executive Board" where those words first occur, the words "or to any person duly authorised"; by deleting after the words "or prescribed" the words "by the Board"; by deleting after the

words "provisions of the Scheme" the words "or who omits to render or supply information relative to any contract under Section 4 of the Act which may be required by the Executive Board"; by deleting after the words "in writing" the words "from the Secretary."

in sub-clause (2) paragraph (ii) by deleting after the words "is received" the words "by the Executive Board."

and in sub-clause (3) by inserting before the word "Board" the word "Executive" and by inserting after the word "Board" the words "or the Control Board as the case may be."

By deleting Clause 52 and by substituting therefor a new Clause numbered 71 in the form set out in the Appendix hereto.

By renumbering Clause 53 as Clause 72.

By renumbering Clause 54 as Clause 73 and by deleting the words "by the Board" after the word "notification."

By deleting Clause 55 and by substituting for it a new Clause numbered 74 in the form set out in the Appendix hereto.

By deleting Clause 56 and substituting therefor a new Clause numbered 75 in the form set out in the Appendix hereto.

By adding a new Clause 76 and heading in the form set out in the Appendix hereto.

By renumbering Clause 57 as Clause 77 and by substituting for it the form set out in the Appendix hereto.

By deleting Clauses 58, 59 and 60 and by inserting in the Scheme new Clauses numbered 78, 79, 80 and 81 in the form set out in the Appendix hereto.

By renumbering Clause 61 as Clause 82 and by inserting the words "of any part" after the word "credit."

By renumbering Clause 62 as Clause 83 and by inserting after the words "District Fund" where those words first occur, the words "and of the several parts thereof" and adding at the end of the Clause the following sentence:

"One auditor or one firm of auditors at a time shall satisfy the requirements of this Clause."

By renumbering Clause 63 as Clause 84.

By renumbering Clause 64 as Clause 85.

By deleting Clause 65 and substituting therefor a new Clause numbered 86 in the form shown in the Appendix hereto.

By renumbering Clauses 66 to 68 inclusive as Clauses 87 to 89 inclusive.

By renumbering Clause 69 as Clause 90 and by inserting in sub-paragraph (i) thereof before the word "Board" the word "Executive" and by inserting after the word "Board" the words "or of the Control Board"; and in paragraph (ii) by adding after the words "Executive Board" the words "or to the Control Board"; and by adding in sub-paragraph (a) of paragraph (iv) thereof the words "or the determination by the Control Board of the terms and conditions of sale or of any supply permit or of the entry on or removal from the register of any person."

By renumbering Clause 70 as Clause 91 and in paragraph (v) thereof by inserting after the words "Executive Board" the words "or any member of the Control Board or of its staff or any person retained or engaged in any capacity by such Control Board."

By renumbering Clause 71 as Clause 92.

By renumbering Clause 72 as Clause 93 and by inserting after the words "the Executive Board" the words "or to the Control Board as the case may be"

by deleting the word "the" before the words "other party" and inserting in lieu thereof the words "to any";

by deleting sub-paragraphs (i) and (ii) thereof and inserting in lieu thereof the following sub-paragraphs:

"(i) In a reference in a Class 1 arbitration, the time prescribed shall be two days after notice of reference was given.

"(ii) In a reference in a Class 2 arbitration, the prescribed time shall be seven days after giving notice of reference."

By renumbering Clauses 73, 74 and 75 as Clauses 94, 95 and 96 respectively.

By renumbering Clause 76 as Clause 97 and by inserting after the words "Executive Board" the words "or of the Control Board as the case may be."

By renumbering Clause 77 as Clause 98 and by inserting after the words "Executive Board" where those words first occur the words "or of any other persons in respect of their functions under the Scheme"; and by inserting after the words "Executive Board" where those words last occur the words "or such other persons."

By renumbering Clause 78 as Clause 99 and by inserting after the words "Executive Board" the words "and of the Control Board" and before the words "of anyone acting" by deleting the word "or" and by inserting the words "and the expenses" and by deleting after the words "on behalf of" the words "the Board" and by inserting in lieu thereof the words "either of those Boards" and by deleting the words "District Fund" and inserting the words "District (General Expenses) Fund."

By renumbering Clause 79 as Clause 100 and by substituting a reference to sub-clause (1) of Clause 75 for the reference to Clause 56 where that occurs in the said Clause.

By renumbering Clauses 80 and 81 as Clauses 101 and 102 respectively.

By renumbering Clause 82 as Clause 103 and by adding thereto the following:

"Provided that where arrangements have been made to notify any Owner through his representatives or associates or both of them of any matters, the posting or other service of any notice or communication to any such representatives or associates shall be deemed to be good service on the Owner."

By renumbering Clause 83 as Clause 104.

By renumbering Clause 84 as Clause 105 and by inserting a new sub-paragraph (v) as under:

"This clause shall not apply to decisions of the Control Board."

By deleting Clause 85 and by substituting therefor a new clause numbered 106 in the form set out in the Appendix hereto.

In the First Schedule to the Scheme

by deleting Clause 1 thereof and substituting therefor a new clause in the form set out in the Appendix hereto.

By deleting Clause 3 thereof.

By renumbering Clauses 4 to 11 inclusive as Clauses 3 to 10 inclusive.

By renumbering Clause 12 as Clause 11 and by substituting for the reference to Clause 11 a reference to Clause 10.

By renumbering Clause 13 as Clause 12 and by substituting the words "District (General Expenses) Fund" for the words "District Fund."

In the Second Schedule to the Scheme

in Clause 3 thereof by deleting the words in brackets "(unless rules are made by the Executive Board for some other method of election as mentioned in the First Schedule)" and by inserting in brackets the words "(unless the Executive Board provide for some other method of election as mentioned in the First Schedule.)."

in Clause 5 thereof by inserting at the end of sub-paragraph (ii) the word "and"; and by adding a new paragraph numbered (iii) "any member of the Control Board."

in Clause 6 by inserting at the commencement of the clause the words "except where longer notice is required."

By adding a Third Schedule to the Scheme in the form set out in the Appendix hereto.

APPENDIX.

Executive Board and Control Board.

6.—(1) The Scheme shall be administered by—

(i) the Executive Board constituted as provided in the First Schedule to the Scheme, and

(ii) a Control Board appointed and constituted as provided in the Third Schedule to the Scheme.

(2)—(i) Subject to the provisions of the Scheme, the Executive Board shall be responsible for the general administration thereof, and the Control Board shall, as to any matters and as to the performance of any duties or the exercise of any powers which are conferred upon them under the terms of the Scheme, act on behalf and in the name of, the Executive Board.

(ii) The Executive Board shall have all powers necessary or expedient for carrying out the aforesaid matters or any matter incidental thereto or consequential thereon and without prejudice to the generality thereof shall have power;

(a) Subject to the matters mentioned in the Third Schedule to appoint the members of the Control Board,

(b) To appoint officers, servants and staff for the purpose of carrying out any of its functions under the Scheme,

(c) To appoint committees of the Executive Board so however that these shall be constituted of representatives or associates (as defined in the Scheme) of owners of coal mines in the district,

(d) To make rules and regulations for carrying out any matters under the Scheme or incidental to any purpose of the Scheme,

(e) To enter into contracts or arrangements with any persons for the purpose of facilitating the operation of the provisions of the Scheme,

(f) To do any other act or deed for carrying out the purposes of the Scheme.

(iii) Notwithstanding any provision of the Scheme requiring or enabling any acts to be performed witnesses or objections to be heard

or any other matter or thing to be done by the Executive Board the same may be performed heard or done by a Committee appointed by the Board.

Provided that

(a) in case of any delegation of powers to a committee that committee shall as to at least half of its membership consist of members of the Executive Board; and

(b) the decision of any committee shall be subject to approval or ratification by the Executive Board.

(iv) The provisions contained in the First Schedule hereto with respect to the constitution, election, meetings and proceedings of and otherwise in relation to the Executive Board shall have effect.

(3)—(i) The Control Board shall be responsible for the administration of those provisions relating to the sale and supply of coal in which they are given powers or duties under the Scheme or by virtue of any resolution of the Executive Board.

(ii) The Control Board shall have all the powers necessary or expedient for carrying out those matters which are conferred on them by the terms of the Scheme or by resolution of the Board, but in the latter case subject to any limitation of powers which may be expressed by the Board; and every Owner shall comply with the directions of the Control Board as though they were directions of the Executive Board.

Determination of Standard Tonnages.

12. The output standard tonnage and the export and inland standard tonnages respectively for each undertaking in the district shall be determined by the Executive Board in accordance with the following provisions:

(1) The output standard tonnage shall be first determined upon an annual basis as follows:—

(i) Where a standard tonnage was already determined for the undertaking under the provisions of the Scheme in force on the 31st day of December 1934 (whereby standard tonnages were fixed on a quarterly basis),

(a) in the absence of special circumstances justifying in the opinion of the Board a greater or less tonnage, the annual output standard tonnage shall be fixed at an amount equal to four times the standard tonnage of the undertaking howsoever determined.

(b) if in the opinion of the Board there exist special circumstances affecting such undertaking, then the Board shall have regard to the special circumstances in determining the output standard tonnage, but subject thereto shall determine the same as nearly as possible upon the basis set out in sub-paragraph (a) of this sub-clause.

(ii) Where no standard tonnage has been determined for an undertaking under the provisions of the Scheme in force on the 31st day of December, 1934, the Executive Board shall determine an output standard tonnage for that undertaking having regard to the special circumstances of which it may have information affecting such undertaking, including the matters applicable to such determination set out in the Amendment Order 1936.

(iii) Where the Owner of any undertaking fails to furnish any tonnage and supply statement, or any information required by the Board, or in any case not herein otherwise provided for, the Executive Board shall determine such output standard tonnage for such undertaking as having regard to the provisions of the Amendment Order 1936 they shall think proper.

(iv) In the first determination of the output standard tonnage for every undertaking the Board shall have regard to the proportion which the output of the undertaking bore to the output of the district during the quarter ended 31st March, 1927.

2. The export standard tonnages and the inland standard tonnages shall be first determined upon an annual basis as follows:

(i) if an output not less than one half of the quarterly allocation of or one half of the tonnage allocated to the undertaking in respect of the quarter under the provisions of the Scheme in force on the 31st day of December, 1934 (as the case may be) was produced from the undertaking during one or more of the following periods: namely, each of the quarters in the year 1933, and the quarter ended 31st March, 1934, then the proportion which in the whole of the said quarters the total tonnage of coal supplied from the undertaking for export supply and for inland supply (as the case may be) bore to the total disposals of the undertaking (together with coal for use in working the mines of the undertaking and coal supplied free or at reduced rates for the use of persons who are or have been employed in or about the mines and the dependants of persons who have been so employed) during the whole of the said quarters shall be ascertained and the like proportion of the annual output standard tonnage shall (subject to the provisions of sub-paragraph (iii) hereof) be taken as the export standard tonnage and inland standard tonnage (as the case may be) of the undertaking.

(ii) In the case of an undertaking which did not produce the minimum output aforesaid during any of the last mentioned periods or in any other case not herein otherwise provided for the Board shall, subject to the provisions of sub-paragraph (iii) of this clause, determine the export standard tonnage and inland standard tonnage respectively at such respective amounts as (having regard to any relevant matters of which they may have information) they may think proper but so that (subject to regard being had to any such relevant matters) the combined amount of the export standard tonnage and the inland standard tonnage of any undertaking shall be less than the output standard tonnage of that undertaking.

(iii) In the first determination of the export and inland standard tonnages the Board shall have regard to any information they may have of any matters relevant to such determination, and shall also have regard to the proportion which the total tonnage of coal supplied from the undertaking for export supply or inland supply respectively during the whole of the last mentioned periods bore to the total tonnage of coal supplied from all the undertakings in the

district for export supply or for inland supply during those periods.

21.—(1) An increase of the annual output standard tonnage may be made to an undertaking where the Owner thereof has disposed of or ceased to own a coal mine in his undertaking and the working of that coal mine has ceased and where he is able to obtain from the other coal mines in his undertaking an output of coal greater by a tonnage not less than that which would normally have been produced at the coal mine which is so disposed of or which he has ceased to own, and the working of which has ceased and

(a) the Owner gives notice thereof to the Executive Board, and

(b) the Owner satisfies the Executive Board

(i) that he has not entered into any agreement for the sale of the said coal mine or part thereof as a going concern to any other person, but a surrender or determination of the leases only (without being accompanied by any other beneficial interest in the undertaking) to the lessor or the reversioner shall not be deemed to be a sale of his undertaking for the purpose of this paragraph, and

(ii) that the mine the working of which has ceased is not either exhausted of coal or approaching exhaustion.

(c) the Executive Board under the provisions of the Scheme deduct or have deducted from the existing standard tonnages of the undertaking a tonnage which represents the standard tonnage of the coal mine which has ceased work:—

Provided that in any such determination regard shall be had to the special circumstances of the undertaking and that, unless for good cause the Board otherwise decide, the increase in the annual output standard tonnage so determined shall be equivalent to the deduction from the standard tonnages of the undertaking under the provisions of Clause 24.

(2) Nothing in this clause shall exempt the Owner thereof from liability to, or shall disentitle the Board from proceeding to a revision or from making, a variation in the standard tonnages of the said undertaking pursuant to any other provision of this Scheme whether such revision be individual or general or whether at the instance of the Board or otherwise.

29.—(i) The Board shall proceed to determine the quotas of the quarterly standard tonnages for each undertaking respectively. The said quotas shall be determined for the period for which the allocations are operative or for such part of such period as the Board may think fit (hereinafter called "the allocation period") and where a standard tonnage has been determined for any separate class of coal the Board may fix a separate quota as respects that class.

Tonnage Pool and Transfer of Quota.

34.—(1) The Executive Board may open, regulate, and distribute a tonnage pool of unused quota of output, export supply or of inland supply in respect of coal or of any class of coal or of any or all of them.

(2) Any Owner of an undertaking which is associated with another undertaking in manner defined in this clause, may notify the Board before the end of the allocation period that he desires to limit, or is in fact limiting, the output or supply of coal from his undertaking to an amount less than the respective quota thereof in favour of that other undertaking. Thereupon the Owner may transfer any such quota to the undertaking which is so associated as aforesaid.

(3).—(i) Any Owner may notify the Board before the end of the allocation period that he desires to limit or is in fact limiting the output or supply of coal from his undertaking to an amount less than the respective quota thereof in favour of the tonnage pool, and the Executive Board may transfer the same or any less tonnage to the tonnage pool of coal in the district (herein called the "district pool") or to the tonnage pool of that class of coal (herein called the "class pool") as the case may be.

(ii) At the end of any allocation period every Owner from whose undertaking the output or supply of coal is less than the respective quota thereof shall be deemed to have transferred to the appropriate tonnage pool the amount of any such difference.

(iii).—(a) The Executive Board shall distribute the tonnage pools among those Owners from whose undertakings the output or supply of coal is greater than the respective quotas thereof proportionately to their respective quota shortages (as defined in this clause) to the extent necessary to satisfy them. Provided that the Executive Board may withhold from distribution to any Owner pool tonnage in respect of that part of his quota shortage which represents any tonnage supplied in contravention of any supply permit and the Board may distribute pool tonnage so withheld amongst other Owners having quota shortages.

(b) Where in the case of a district pool the output or supply of coal from the coal mines in the District is greater than the respective allocations made to the District by the Central Council, or where in the case of a class pool the output or supply of a class of coal from the coal mines producing or supplying that same class of coal, is greater than the total of the quotas determined in respect thereof by the Executive Board, then the said tonnage pool shall be allocated among the Owners having quota shortages in proportion to the amount which the quota shortage of each such Owner bears to the total quota shortages of all such Owners.

(iv) Where the total amount of the quota shortages of all Owners producing or supplying a class of coal exceeds the tonnage of coal in the tonnage pool of that same class, then the Executive Board may transfer to such class pool any surplus tonnage of coal in another class pool to the extent and in manner hereinafter mentioned. Such transfer shall only be made after such last mentioned class pool has been used to supply (except in respect of tonnages withheld from distribution under sub-paragraph (iii) (a) of this sub-clause) the quota shortages of Owners producing or supplying that same class of coal.

(v) Where the class pools of more than one class of coal are unable to meet the quota shortages of the respective Owners producing

or supplying those several same classes of coal, then the total quantity of any tonnages surplus to the requirements of any other class pools shall be transferred to the first mentioned class pools in proportion to the several total amounts of the quota shortages of the Owners producing or supplying these several classes of coal respectively.

(4).—(a) The term "quota shortage" means the amount by which any quota of output of coal or coal for export supply or for inland supply or any class thereof as the case may be, is less than the actual output or tonnage supplied for export supply or for inland supply of coal or that class of coal as the case may be, of the undertaking.

(b) For the purposes of this clause, any tonnage limited in favour of or transferred to any associated undertaking or in favour of the tonnage pool, shall be to the extent of such limitation or transfer not be counted as part of the Owner's quota shortage.

(c) For the purposes of Clause 68 relating to penalties, where the output of, or tonnage supplied for export supply or inland supply of coal or any class of coal from any undertaking exceeds the limit specified in this clause, then the respective quota shall be deemed to be exceeded by the amount of the excess over such limit.

(5) The Executive Board may exclude from the calculation of any Owner's quota shortage any tonnages of coal supplied by that Owner in contravention of a supply permit.

(6) In respect of every allocation period any surplus tonnage in any of the tonnage pools and not distributed to any Owners for that period shall be deemed to be cancelled.

(7) The term "associated undertaking" shall mean only those undertakings associated one with the other respectively by reason of being

(1) (a) (i) An undertaking owned by a company of which at least half of the issued share capital or such amount as to entitle a holding company to at least half of the voting power in such first mentioned company is held by a holding company; and any undertaking owned by a holding company holding shares in such first mentioned company to the extent hereinbefore mentioned, or

(ii) Any two or more undertakings owned by two or more several companies respectively of which at least half of the issued share capital or such amount as to entitle a common holding company to at least half of the voting power of such first mentioned companies is held by a common holding company, and

(b) an undertaking in respect of which notice to the Executive Board before the 7th August, 1936, or before such date as the Executive Board may otherwise determine, in respect of any associated undertaking claiming to be or become such after the 7th August, 1936, or

(2) An undertaking which, in the discretion of the Executive Board, is to be deemed to be an associated undertaking by reason of that undertaking having common financial control with another undertaking.

(8) Any question or dispute under this Clause as to any method of calculation or as to the inclusion or exclusion of any tonnage shall be determined by the Executive Board.

(9) Every Owner of any undertaking which is or has been deemed to be an associated undertaking shall, immediately upon any change of circumstances which would or might result in its ceasing to be such, give notice thereof to the Executive Board, who may thereupon determine that such undertaking is to cease to be regarded as an associated undertaking under this Clause.

38. The Executive Board may amend the classification adopted or the minimum prices determined in respect of any class of coal for any reason in their opinion sufficient, and in particular may do so in the event of their being so directed by the Central Council and in the event of their being so advised by the Control Board.

39. The Executive Board may fix minimum prices either upon an f.o.b. basis in the case of coal supplied for export or on an f.o.b. or pithead basis in the case of inland coal sent coastwise or upon a pithead basis for coal supplied inland conveyed other than coastwise.

Regulation of Supply by Control Board.

46. Before such date as may be specified by the Executive Board not being later than the 10th day of August, 1936, every owner shall comply with the following provisions, namely, he shall forthwith communicate to the Control Board particulars of all contracts or arrangements (under which coal remains to be supplied after 31st July, 1936) for the sale of coal from his undertaking and if so requested furnish the Control Board with a copy thereof.

47. On and after 1st day of August, 1936 (herein called the "specified date") no owner shall sell or supply or offer for sale or supply, any coal otherwise than in accordance with a supply permit issued or to be issued by the Control Board, except,

(a) coal which is sold or supplied under and by virtue of a contract or arrangement entered into and made before the specified date and which has been duly registered with the Control Board in accordance with the provisions of the Scheme.

(b) coal for use in working the mine and coal supplied free or at reduced rates for the use of persons who are or have been employed in or about the mines and the dependants of persons who have been so employed.

(c) coal which under the terms of any mining lease is required to be supplied to and for the use of the lessor of the mine or the person entitled to receive the royalty payable therefrom.

(d) coal which is for the use of (but not for the sale or supply by) any other part of the undertaking of which the coal mine forms part.

48. The Control Board shall either file or register the particulars furnished by the Owner in writing relating to any contract or to any arrangement for the supply or disposal of coal made prior to the specified date and any other arrangement required to be registered by them under the Scheme.

49. Any Owner who fails to furnish the Control Board with particulars of any contract or arrangement or who fails to give any particulars in regard thereto required by them shall be liable to the penalties prescribed in Clause 70 of the Scheme.

50. The Control Board may issue supply permits notwithstanding that the tonnage of coal in respect of which such permits are issued, together with the tonnages of coal exempted from such permits, may in respect of any allocation period exceed the quota of coal or of any class of coal for any undertaking, or may result in any allocation for the district being exceeded, but this shall not excuse the Owner or the Board as the case may be, from any penalties or levies that may otherwise be payable or incurred by him or them.

51. The Control Board may fix approved prices in respect of any coal to be sold or supplied after the specified date, provided that such prices are not lower than the appropriate minimum price for that coal fixed by the Executive Board.

52.—(1) Each Owner shall ensure that particulars of all enquiries for and offers and contracts for the sale of coal produced in the district made to or by him or of which he has knowledge either by himself or by his agent shall be furnished to the Control Board. Provided that enquiries made in respect of coals which may be supplied under an Owner's provisional supply permit need not be referred to the Control Board prior to the sale but the Owner shall give full particulars of any sale resulting therefrom within one day of the sale or supply or within such other period as the Control Board may determine.

(2) (i) Any Owner having a supply permit for the purpose of authorising any quotation or offer of sale whose quotation or offer has not been accepted within the time stipulated for the selection of quotations or offers, or if no time has been stipulated, within a reasonable time, shall deliver up to the Control Board such supply permit; and no such supply permit shall be deemed to have effect after the said stipulated time or after such reasonable time, as the case may be.

(ii) This sub-clause shall not apply to a case where the Owner is authorised to quote or to sell by a provisional supply permit.

53.—(i) In the case of an enquiry for inland coal the price of which is to be quoted otherwise than on a pithead basis the Owner or Owners authorised to quote or tender shall advise the Control Board as to the amount to be added to the pithead price in order to cover railway rate, wagon hire and other charges.

(ii) In the case of an enquiry for coal for export the price for which is to be quoted otherwise than on an f.o.b. basis the Owner or Owners authorised to quote or tender shall advise the Control Board as to the amount to be added to the f.o.b. price in order to cover dock dues, insurances, freight, and other charges.

54. The Control Board shall then determine:

(i) the price or prices below which such coals may not be offered for sale, sold or supplied,

(ii) the price or prices to be received by the Owner or Owners whose coals are so offered, sold or supplied,

(iii) the terms and conditions of sale,

(iv) the stipulations which the Owner is to observe on such sale,

(v) the persons to whom such coal may be offered, sold or supplied.

55. The supply permits to be issued shall be in such form as may be prescribed by the Control Board from time to time and in the absence of other directions of the Control Board shall include the following:

(a) The name of the Owner authorised to quote,

(b) The tonnages, description and full particulars of the coals which may be so offered, sold or supplied.

(c) The names of any Owners whose coals may be so offered, sold or supplied with the respective tonnages of coals of each of such Owners.

(d) The price or prices below which such coals may not be offered, sold or supplied.

(e) The net price upon a pithead or f.o.b. basis as the case may be to be received by the Owner whose coals may be so offered, sold or supplied.

(f) the persons to whom the owner may so offer, sell, or supply the coals.

56. The Control Board at the request of the Executive Board shall from time to time confer with the Executive Board with a view to assisting that Board in the determination of or of itself determining as the case may be (for the purposes of fixing minimum or approved prices or of calculating whether the same have been received) the proper costs of services rendered in the disposal of coal and the proper remuneration for such services and the Executive Board may issue to the Control Board such instructions in relation thereto as it may think fit. Until such instructions are issued the Control Board shall in the case of any enquiry quotation or offer for sale of coal calculate such remuneration having regard to the circumstances of each case, including the cost of and the remuneration for such services which have hitherto been customary in that or in any similar case.

Provided that the remuneration for services in the same class of business shall be at a uniform rate.

57.—(1) The Control Board may on application in such cases and subject to such conditions as they think fit, where they think it the most practical way of facilitating the sale or supply of coal, issue supply permits (herein called "provisional supply permits") to Owners notwithstanding that there is at the date of issue thereof no agreement, enquiry, quotation nor tender in respect of the supply of the coal mentioned in such permit.

(2) The following conditions shall be observed by the Control Board:

(i) the Control Board shall estimate the total tonnage of coal, having regard to any trade or category of consumers or other relevant circumstances for the sale or supply of which provisional supply permits may be granted in any period and shall notify the Executive Board thereof.

(ii) the total tonnage of coal for which during any period the provisional supply permits are issued shall not exceed an amount equal to 10 per cent. of the total quotas for export supply and for inland supply of the coal mines or undertakings in the district, provided that this condition shall not be operative until the 1st day of September, 1936.

(iii) provisional supply permits shall only be issued for definite periods, and in the absence of any direction to the contrary issued by the Executive Board to the Control Board only for one month at a time.

(3) No Owner shall use a provisional supply permit otherwise than in accordance with its conditions, and shall deliver up the same to the Control Board when required and shall not transfer the same to any person or part with the possession thereof to any other Owner.

(4) No provisional supply permit shall be deemed to authorise the supply of coal to, or through the agency of, any distributor whose name is not for the time being on the register kept in pursuance of Clause 60 of the Scheme.

58. The Control Board shall so far as practicable issue supply permits in such manner as to ensure that the available trade shall be apportioned equitably amongst the Owners having regard to the standard tonnages thereof, the continuity of business, the requirements of the customer regarding quality analysis, the type of coal and the name of any coal where specified and the past trade performances of the owner, together with any other relevant matters.

59. The Control Board may fix terms and conditions of sale which each Owner is to observe upon any sale, supply or disposition of coal, and such conditions may include the price or prices below which such coal may not be resold, and the market or area in which such coal may be resold; and such conditions may further include stipulations binding the persons to whom such coal may be sold by the Owner to observe the same conditions and stipulations as are in the case of the sale of coal by the Owner, binding upon such Owner.

60.—(1) For the purpose of ensuring the observance of the conditions upon which the supply of coal by the Owners is permitted, the Control Board shall not issue a supply permit for the supply of coal to or through the agency of any distributor whose name is not upon the Register kept under this clause.

(2) The Control Board shall keep a Register on which and subject to the conditions mentioned herein, shall be entered the name of any distributor who gives to the Control Board an undertaking in the form prescribed by them:

(a) to observe any conditions relating to the resale or supply coal imposed on him by an Owner by virtue of any supply permit and

(b) To permit such inspection of his books or accounts or coal by an accountant or by any independent person appointed by the Control Board or by both as may be reasonably necessary to determine whether such conditions have been observed.

Provided that the Control Board shall not include on or if included shall remove from the Register the name of any distributor

(a) who is not proposed for admission upon such register by an Owner of a coal mine in the district, or

(b) who represents to a substantial extent the interests of, or is controlled by any other distributor whose name has been removed from the register.

(3) Without prejudice to the provisions of any other clause of this Scheme each Owner shall, by the 1st August, 1936, deliver to the Control Board a written notice containing full particulars relating to the sale or supply of coal through or to any distributor through or to whom any of the coals produced or supplied by that Owner may for the time being be sold or supplied, and shall from time to time give the Control Board any further particulars in relation thereto for the purpose of enabling that Board to decide as to any additions to, or removals from the said Register.

(4) The Control Board may remove from the Register the name of any distributor who fails to observe or perform his said undertaking or any stipulations or conditions of sale.

(5) The said Register may be kept in two parts one for agents and one for other distributors as the Control Board may decide.

61. Every Owner shall observe and fulfil such conditions of sale as may be determined by the Control Board from time to time and shall procure any agent through whom and any other distributor to whom he sells coal from his coal mine to observe any such stipulations or conditions of sale so far as they relate to the sale of such coal.

62. No owner shall after the 1st August, 1936, or after such extended date as the Control Board may allow in order to enable these arrangements to become effective either sell or supply (except as may be necessary for the purpose of fulfilling any existing contract) or agree so to do or offer for sale or supply, any of the coals produced or supplied by that Owner (without first receiving the express written approval of the Control Board) to any distributor whose name shall not for the time being be on the Register.

63. All sums received by the Control Board on behalf of the Executive Board shall be paid into a Bank in the names of the Trustees and shall be applied in such manner as may be specified in the Scheme.

Determination of Share Tonnage.

64.—(1) As soon as possible after the end of each allocation period the Board shall determine in respect of each undertaking the shares in tons (herein called the "share tonnages") of the Owner of such undertaking of the total tonnage of coal supplied for export supply and for inland supply respectively from all undertakings during that period and where a standard tonnage has been determined for any separate class of coal the Board may determine a separate share tonnage in respect of that class.

(2) The share tonnages of each Owner shall be calculated as nearly as may be practicable as follows:—

(a) (i) by ascertaining at the end of each allocation period the proportion which the

total tonnage of coal or of that class of coal supplied for export supply and for inland supply, as the case may be from all the undertakings, bears to the aggregate amount of the corresponding quota for all undertakings, and

(ii) applying the proportion so ascertained to the appropriate quota of each Owner.

(iii) For the removal of doubt it is declared that any additional quota granted to or transferred from any undertaking by virtue of Clause 34 of the Scheme shall be disregarded for the purposes of this clause and only the actual quota allocated to each undertaking in pursuance of Clause 31 of the Scheme shall be taken as the appropriate quota of the Owner of that undertaking.

The results in tons are herein referred to as the "provisional share tonnages" of that Owner.

(b) by adding to the respective provisional share tonnages of all Owners a proportion of the total strike tonnages, as hereinafter described of coal or that class of coal, of all undertakings in the district, such proportions being ascertained by allocating such total strike tonnages to all Owners in proportion to their respective quotas for export supply or for inland supply,

(c) by deducting from the result ascertained from the application of paragraphs (a) and (b) hereof in the case of an Owner having any strike tonnage, the amount of the appropriate strike tonnage.

The results in tons of the application of paragraphs (a) (b) and (c) hereof are referred to as the "adjusted share tonnages."

(d) where in the opinion of the Executive Board the operation of the adjusted share tonnage would result, in the case of an Owner having strike tonnage, in the payment of levies by him where he would not pay levies if the same were based upon the appropriate provisional share tonnage of that Owner, then the Board may make the following further adjustments to the adjusted share tonnage in question to the extent and in manner herein specified, that is to say:

(i) in the case of an Owner having a strike tonnage whose actual tonnage of coal supplied for export supply or for inland supply as the case may be, is less than the provisional share tonnage of that Owner, by adding to the appropriate adjusted share tonnage such an amount (herein called the "rebated strike tonnage") as will represent the lesser of the following amounts namely the amount by which the said tonnage of coal so supplied is greater than the adjusted share tonnage, or the amount by which his appropriate provisional share tonnage is greater than the tonnage of coal so supplied, and

(ii) in the case of the other Owners by deducting from their said adjusted share tonnages a proportion of the total appropriate rebated strike tonnage, such proportion being ascertained by dividing such total appropriate rebated strike tonnage among those several owners in proportion to their several respective quotas.

The results in tons of the application of paragraphs (a) (b) (c) and (d) hereof are referred to as "final share tonnages."

(3) The strike tonnages shall be ascertained by reference to the tonnage of coal lost during the operation for more than six consecutive working days of strikes, lockouts or disputes with the workmen and the same shall be calculated as follows:

(a) The output of coal or any class of coal during the allocation period of each coal mine affected by any of the said causes and lasting more than six consecutive working days is to be divided among the number of days worked by that coal mine during the allocation period and the daily output so ascertained shall be multiplied by the number of days or parts of days exceeding six, on which the coal mine or any substantial part thereof was idle owing to any of the said causes and the result shall represent the lost tonnage of output for that coal mine for the allocation period;

(b) if the coal mine is idle through the whole of the said allocation period, then the lost tonnage of output shall be taken as the last known output of the coal mine for an allocation period or its output for any corresponding allocation period as may be directed by the Board;

(c) the lost tonnage of output shall be divided as between export supply strike tonnage and inland supply strike tonnage for that undertaking in the same proportion as the annual export standard tonnage and the annual inland standard tonnage respectively are of the annual output standard tonnage of the undertaking.

(4)—(i) For the purpose of this clause and for the purpose of the calculation of levies or compensation the Board may disregard fractions, to the intent that the calculation shall be made as reasonably accurate as possible in the circumstances.

(ii) Any question or dispute under this clause as to any method of calculation or as to the inclusion or exclusion of any tonnage shall, in the first instance, be determined by the Executive Board, but in the event of any Owner still being dissatisfied then such Owner may refer the matter to arbitration as provided in the Scheme.

66. Each Owner shall afford to the Executive Board or to any person duly authorised by the Board, production to and inspection of any of that Owner's books, documents or accounts, held by him or on his behalf relating to his coal mine, and inspection of his coal mine or any coal produced therefrom to any person as may be decided by the Board, and such person shall report to the Board the result of any such inspection and enquiries.

69.—(1) Any Owner who shall contravene or fail to comply with the terms of any supply permit or who shall sell or supply coal otherwise than in accordance with a supply permit (except as specified in the Scheme) shall pay to the Control Board on behalf of the Executive Board, a penalty of 5s. 0d. for every ton of coal comprised in the said permit or sold or supplied or offered for sale or supply without a supply permit as the case may be.

(2) Any Owner who shall contravene or fail to comply with the conditions of sale which may from time to time be fixed or who shall at any time sell or supply or offer for sale or supply coal to any distributor or to any person

in contravention of the provisions of the Scheme shall pay to the Control Board for the Executive Board a penalty of 5s. 0d. for every ton of coal so sold or supplied or offered for sale or supply.

(3) The Control Board may for good cause remit the whole or part of any of the said penalties.

71. Any Owner who neglects to afford or refuses to allow any production or inspection of any of his books, documents or accounts relating to his coal mine or neglects to afford or refuses to allow any inspection of his coal mine or any coal produced therefrom to any person appointed by the Executive Board or refuses any facilities in connection therewith shall pay on demand to the Executive Board a penalty of £50 for each day of such neglect or refusal.

74. All penalties imposed by the Executive Board, or by the Control Board on behalf of the Executive Board, shall be recoverable by the Executive Board through the Trustees and shall be paid as and when received into the District (General Expenses) Fund.

Levies.

75.—(1) (i) Every Owner shall pay to the Executive Board for the purpose of defraying any liability falling to be discharged by the Executive Board in administering the Scheme including, where so required, any payments made to the Central Council under the Central Scheme, such levies as may be decided upon by the Board.

(ii) Any such levy made by the Executive Board shall be calculated in proportion to the several Owners' outputs or disposals or tonnages of coal supplied during such period as the Board may determine, so however that the same period shall be taken for all Owners; Provided that in the case of any undertaking having no output or disposal or tonnage of coal supplied in the period so taken the levy shall be calculated by reference to the latest period of equal duration in which such undertaking had an output, or disposal, or in which coal was supplied therefrom.

“(2)—(i) Any Owner who supplies coal for export supply or for inland supply as the case may be in excess of his appropriate share tonnage thereof (as hereinbefore determined) shall further pay to the Board such levies per ton on such excess as is hereinafter mentioned.

(ii) The levies shall be applied in the first instance to the tonnage by which any Owner supplies coal or any class of coal for export supply or for inland supply, as the case may be, in excess of his appropriate provisional share tonnage, but the final liability of each Owner shall be determined (where the case arises) by applying the levies to the tonnage by which his supply of coal for export supply or inland supply, as the case may be, is in excess of his adjusted share tonnage or his final share tonnage whichever may be the case.

(iii) the said levies shall be at the rate of 1s. per ton in the case of coal or any class of coal for inland supply and until otherwise determined at the rate of 6d. per ton in the case of coal or any class of coal for export supply, provided that the Board may vary the rate of levy for export supply to take effect not sooner than the 1st day of July 1937 and may afterwards make any other variations thereof at

intervals of not less than twelve months from the date on which the last variation took effect.

(iv) The levies so received shall form the District (Compensation) Funds for the purpose of paying Compensation to those Owners whose supplies of coal or any class of coal for export supply or for inland supply, as the case may be, are less than their several share tonnages respectively.

(v) For the purposes of operating the provisions herein set out the Board may in the first instance collect levies from Owners upon the basis of the difference between the actual tonnages of coal supplied by them and the provisional share tonnages as hereinbefore specified.

(vi) Any question or dispute under this clause as to any method of calculation or as to the inclusion or exclusion of any tonnage shall be determined by the Executive Board.

(3) Each Owner shall further pay to the Board for the purpose of facilitating the sale of any class of coal produced in the district such levies as may be decided upon by the Board or imposed by virtue of the Central Scheme. The same may be collected from the Owners on such uniform basis as the Executive Board may determine.

Compensation.

76.—(1) (a) The Executive Board shall, subject to the provisions of this clause, from the Compensation Funds pay compensation to those Owners who during any allocation period supply a tonnage of coal or any class of coal for export supply or inland supply as the case may be less than their several share tonnages thereof.

(b) The amount of compensation shall be distributed to Owners so that the amount paid to any Owner in any allocation period shall bear the same proportion to the total amount paid by way of compensation during that period as such Owner's appropriate compensation tonnage bears to the total compensation tonnage of all the Owners supplying coal or that same class of coal for export supply or for inland supply as the case may be, but so that, until the Executive Board otherwise decide, no Owner shall receive more than 2s. for every ton of such compensation tonnage.

(2) Compensation tonnage shall be ascertained as under:

The compensation tonnage of an Owner shall be the tonnage by which the supply of coal or any class of coal for export supply or for inland supply as the case may be by any Owner is less than his share tonnage thereof. Provided that the Executive Board may exclude or deduct from the compensation tonnage any tonnage by which any Owner's actual tonnage is less than three-fifths of such Owner's share tonnage unless the Owner satisfies the Board that he has taken all reasonable steps to supply up to the limits of his appropriate quota or up to the limits of his appropriate share tonnage.

Provided further that in the case of an associated undertaking (as defined in Clause 34 of the Scheme) where the fact that the tonnage supplied by the Owner of one of the undertakings so associated being less than three-fifths of his share tonnage, is solely occasioned

by the concentration of production or supply by means of his own undertaking, the Owner shall be deemed to have taken all reasonable steps as aforesaid.

(3) The Board may pay interim compensation to Owners upon the basis of the difference between the actual tonnages of coal so supplied and their several provisional share tonnages, but the final rights or liabilities of the Board and of each Owner shall be determined (where the case arises) upon the several adjusted share tonnages or the final share tonnages of the Owners, whichever may be the case, so, however, that no compensation shall be paid to an undertaking having or suffering any strike tonnage, unless the amount of that strike tonnage shall have been finally determined by the Executive Board or upon appeal by Arbitration or the Courts, as the case may be, or the Owner has given an undertaking that as consideration for the payment of compensation the amount of his strike tonnage will not be further disputed.

(4) Any question or dispute under this clause as to any method of calculation or as to the inclusion or exclusion of any tonnage shall, in the first instance, be determined by the Executive Board, but in the event of an Owner still being dissatisfied then such Owner may refer the matter to arbitration as provided in the Scheme.

District Fund.

77.—(1) All the property of the Executive Board shall be vested in the Trustees. All contributions, levies, penalties, and other monies received by the Executive Board or by the Control Board or by any person on its behalf in connection with the administration of the Scheme shall be paid into a bank in the names of the Trustees and shall form the several parts of the District Fund as specified hereafter:

Provided that such reasonable sums as the Executive Board may decide may be left outstanding in the hands of the Control Board or any of its officers or in the hands of any officer of the Executive Board for such purposes as may be authorised.

(2) The administration and control of the District Fund and of any part thereof shall be directed by the Executive Board; and the Trustees may, and shall if so directed by the Executive Board, authorise any committee or persons nominated by the Executive Board to operate any banking account:

Provided that all cheques drawn on any account so operated shall be signed by such person or persons and in such manner as the Executive Board or any committee so nominated may direct.

78.—(1) The District Fund shall be divided into parts as under, namely:

- (a) the District (General Expenses) Fund,
- (b) the District (Compensation) Funds,
- and if thought fit
- (c) the District (Subsidy) Funds.

(2) Except as in the Scheme provided the several parts of the District Fund shall be kept separate and distinct, but the Board may at such times as it thinks fit transfer to and use for the purpose of the District (General

Expenses) Fund such part or balance in any other fund which cannot conveniently be distributed for the purpose of that other Fund.

79.—(1) The District (General Expenses) Fund shall be primarily liable for any liabilities of the Executive Board outstanding on the 31st day of July, 1936, and for the payments or expenses of the administration of the Scheme whether on the part of the Executive Board or on the part of the Control Board including (unless the Executive Board otherwise direct) any expenses in the administration of the other parts of the District Fund and also including (where the Executive Board so direct) any payments to the Central Council not made out of any other part of the Fund.

(2) There shall be included in the District (General Expenses) Fund (i) all monies or property standing to the credit of the District Fund on the 31st day of July, 1936, and (ii) all monies not otherwise assigned.

(3) No monies shall be transferred from the District (General Expenses) Fund or used for purposes of the other parts of the District Fund except for the purpose:

(i) (where the Executive Board think such course desirable) of making any payments for the costs of administration of the other parts of the Fund or of paying any banking or investment charges or any legal or other expenses relating thereto; or

(ii) (where the Executive Board so resolves by a majority of at least two-thirds of the members present at the meeting) of assisting in the removing of any anomalies created by a call on any part of the Fund or of assisting in the payment of compensation.

80. The District (Compensation) Funds shall be primarily liable for payments of compensation as mentioned in Clause 76 of the Scheme.

81. The District (Subsidy) Funds shall be credited with all levies received from Owners under the provisions of paragraph (3) of Clause 75 of the Scheme and shall be liable for payment of any amounts payable by way of compensation or subsidy for the purpose of facilitating the sale of any class of coal in the district.

86. The Trustees may sue and be sued for and on behalf and in the name of the Executive 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 be bound to commence any action or proceeding unless required to do so by the Executive Board, and then only upon having proper provision made for their costs. For the purpose of any proceedings any person appointed by the Board to examine or inspect any books, documents or accounts or to inspect any coal mine or any coal produced therefrom or to obtain any information from any Owner, and any officer of the Board are hereby authorised to furnish to the Trustees and to the Executive Board or the Control Board all such information as may be required.

Savings.

106. Any amendment of the Scheme shall not, unless or to the extent that it appears by such amendment to be the intention so to do,

(1) affect the previous operation of the Scheme or of anything duly done or suffered or any right, liability or obligation acquired, accrued or incurred prior to such amendment;

(2) affect any penalty incurred in respect of any contravention or non-compliance with the Scheme or any legal proceedings or remedy in respect of any right, liability or obligation, and any legal proceedings or remedy may be instituted, continued or enforced and any such penalty may be imposed after such amendments as if the Scheme had not been so amended.

FIRST SCHEDULE.

The Executive Board.

1. The Executive Board shall be elected annually from among representatives or associates by the Owners in general meeting and shall consist of 36 members. The Executive Board may by rule or resolution published at least one month before any Annual General Meeting determine that the method of election shall be by

(a) the nomination by any Owner of any representative or associate to act as a member of the Executive Board at least 7 days before the Annual General Meeting for which purpose notice of that meeting of at least 14 days' duration shall be given,

(b) the notification to all Owners or publication by the Executive Board of the names of persons who have been so nominated and the issue to the Owners of ballot papers with such names thereon,

(c) the voting by the Owners for any of such persons whose names are on the ballot paper and the election of such members by the majority of votes of those Owners so voting, the votes being counted as on a poll taken in the manner specified in paragraph (ii) of Clause 11 of the Second Schedule,

(d) the Chairman of the Executive Board detailing any officer of the Board to act as the officer to whom ballot papers may be returned and the Executive Board determining the procedure for voting and any other matters in connection with the election not expressly laid down in this Schedule. Provided that the returning officer shall have power to determine any question in connection with the election in any case where the Executive Board have not determined the same by rules under this Schedule.

THIRD SCHEDULE.

PART 1.

1. The Control Board shall be appointed by the Executive Board and shall consist of such number of members as the Executive Board may from time to time determine and unless and until otherwise determined shall consist of six members. Any vacancy in the Control Board may be filled by the Executive Board.

2. No person whilst interested directly or indirectly in the business of an Owner or of a sales agent, exporter, merchant or other organisation for the sale or distribution of coal shall be eligible for appointment, or shall be a member of the Control Board or of the staff of the Control Board:

Provided—

(a) a person shall be eligible for appointment if, being so interested as aforesaid he divests himself of all such interests before taking up the appointment,

(b) a person may be regarded by the Executive Board as being eligible for appointment—

(i) if any interest as aforesaid consists of the holding (not being a holding which either directly or indirectly gives to that person a control of the company whose shares are held) of shares or capital or the holding of debenture stock or debentures in any company or the holding of any capital in any partnership or firm, and

(ii) such holdings and such interests be declared in writing to the Executive Board prior to the appointment and no objection thereto is made by the Board.

3. Members of the Control Board shall be appointed by a majority of not less than three-fourths of the members present at the meeting of the Executive Board convened for that purpose or upon failure to obtain a majority then the appointment shall be made by

(i) the Trustees of the Executive Board (not exceeding three), and

(ii) one person to be appointed by the Executive Board who in the opinion of that Board is fairly representative of

(a) undertakings comprising only one coal mine and which are not associated (as defined in Clause 34 of the Scheme) with any other undertaking, and

(b) of owners of small coal mines or undertakings, and

(iii) the arbitrators who may at the date of the meeting be the arbitrators selected to undertake the particular arbitrations in Class I described in Clause 90 of the Scheme.

Provided that the said appointing body shall elect a Chairman of their meetings who shall have a casting vote in case of an equality of votes.

4. The remuneration and terms of employment or retainer of the members of the Control Board shall from time to time be determined by the Executive Board who may require such persons to enter into covenants, bonds or undertakings not to be or become interested in the business or working of any coal mine or its production, supply or sale for such period as may be determined.

5. Any person shall be disqualified from holding office as a member of the Control Board or if holding office from remaining a member of the Control Board if he—

(1) is found lunatic, or of unsound mind, or

(2) is adjudged bankrupt or enters into any composition or arrangement with his creditors, or

(3) is requested to retire by a majority of not less than three-fourths of the members of the Executive Board present at the meet-

ing upon the ground that by reason of the conduct or suitability of such member it is desirable that he should retire from office.

6. The Executive Board shall appoint the Chairman and any Vice-Chairman of the Control Board, provided that the appointment of the Chairman shall be made by a majority of votes of not less than three-fourths of the members present at the meeting of the Executive Board, or failing such majority being obtained then by a majority of the appointing body specified in Clause 3 of this part of this Schedule.

7. The expenses of the Control Board and any committees thereof in discharge of their functions under the Scheme and the remuneration of any members of the Control Board shall be regarded as expenses of the Executive Board and shall be payable out of the District (General Expenses) Fund or out of such part of the District Fund as the Executive Board may determine.

8. Save as to such extent as the Executive Board may allow in any special case members of the Control Board shall devote the whole of their time and attention to its affairs.

9. Subject as herein provided the Control Board may meet together to transact business, adjourn and otherwise regulate its meetings as it thinks fit subject to any regulations or provisions as may from time to time be prescribed by the Executive Board; but no such provision or regulation shall invalidate any prior act of the Control Board which would have been valid if such regulation or provision had not been made. Questions arising at any meetings of the Control Board shall be determined by a majority of votes and in the case of equality thereof by the second or casting vote of the Chairman or, in his absence, of the person acting as Chairman.

Provided that in order to facilitate the sale or supply of coal such powers and duties of the Control Board as the Executive Board may determine may be performed by one or more members of the Control Board on behalf of that Board.

PART 2.

1. The Control Board may with the consent and on behalf of the Executive Board enter into any contract or arrangement with any persons for the purpose of facilitating the operation of the provisions of the Scheme.

2. The Control Board shall make a report to the Executive Board from time to time of the performance of their functions under the Scheme and shall in particular refer to the attention of the Executive Board any matters necessary in order to enable them to fulfil their functions under the Scheme. Except as may be necessary for performing their functions under the Scheme and as otherwise directed the Control Board shall, except with the consent of the Owner, not disclose to the Executive Board any information relating to any particular undertaking or to the sale or supply of coal therefrom or to any contract unless in the opinion of the Control Board such disclosure is necessary for the due administration of the Scheme.

3. The Control Board may demand from any Owner penalties for breach of any provision of the Scheme in which the determination of any matter is left to the Control Board but shall account to the Executive Board for any penalties and shall also account for any penalties which may be waived.

4. The Control Board may, subject to the approval of the Executive Board, appoint officers, servants and staff and retain any advisers as they may think fit.

5. The Control Board may require any of their officers, servants or staff to enter into covenants, bonds or undertakings not to be, or become interested in the business or working of any coal mine or the production, sale or supply of coal therefrom for such period as they may think fit.

6. The Control Board may require as one of the terms of employment of any of their staff that such person shall give the whole of his time and attention to its affairs.

COAL MINES ACT, 1930.

THE BRISTOL DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by subsection (4) of Section 3 of the said Act, the Board of Trade have made the Bristol District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the Bristol District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I. of the Schedule to the said Order in substitution for the matters mentioned in paragraphs (a), (c) and (f) of subsection (2) of the said Section 3 and for the matters specified in Part II. of the said Schedule in addition to the matters mentioned in subsections (2) and (3) of the said Section 3;

And whereas it is provided by Clause 19 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 19 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme;

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the Bristol District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and prescribe the 1st day of August, 1936, as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said

1st day of August, 1936, and any Owner is required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 29th day of July, 1936.

Harry Crookshank,
Secretary for Mines.

Board of Trade,
Mines Department,
Dean Stanley Street,
Millbank, London, S.W.1.

29th day of July, 1936.

SCHEDULE.

The Bristol District (Coal Mines) Scheme, 1930, shall be amended in the following manner:—

1. Clause 2 shall have effect as if there were added the following definition, that is to say:—
“Supply” includes sale.

2. Clause 3 shall have effect as if in sub-clause (2) thereof after the word “regulated” there were inserted the words “and facilitated”.

3. Clause 4 shall have effect as if—

(a) after the word “regulating” there were inserted the words “and facilitating”; and

(b) for the words “and the supply and sale of such coal in the District” there were substituted the words “in the District and the supply and sale of such coal”.

4. Clause 5 shall have effect as if for the word “four” there were substituted the word “three”.

5. Clause 6 shall have effect as if the proviso thereto were omitted.

6. Clause 10 shall have effect as if for the word “five” there were substituted the word “three”.

7. Clause 11 shall have effect as if after the word “Board” where that word appears for the third time there were inserted the words “and of any Committee appointed by the Board”.

8. Clause 12 shall have effect as if—

(a) for the word “Sub-Committees” there were substituted the word “Committees”; and

(b) in the proviso thereto—

(i) for the word “Sub-Committee” there were substituted the word “Committee”; and

(ii) after the word “Board” there were added the words “unless the powers of the Board to make such a decision are delegated to the Committee”.

9. After Clause 12 there shall be inserted the following clause, that is to say:—

“13. The Board shall appoint a Sales Committee, who may be members of the Board or other persons, to perform the functions allotted to them on behalf of and in the name of the Board. Members of the Committee (who are not members or substitute members of the Board) may be paid such remuneration as the Board may from time to time determine.”

10. Clauses 13 to 15 shall be renumbered 14 to 16 respectively.

11. Clause 16 shall have effect as if—

(a) it were renumbered "17"; and

(b) after the word "Board" where that word appears for the first time there were inserted the words "and of any Committee thereof".

12. For Clause 17 there shall be substituted the following clause, that is to say:—

"18. The expenses of the Board and of any Committees appointed by the Board, and the salaries of any officers of the Board and the remuneration (if any) of members of the Sales Committee shall be payable out of the District Fund."

13. Clause 18 shall have effect as if—

(a) it were renumbered "19"; and

(b) for the words "of their decisions to all Owners immediately after the decisions have been reached" there were substituted the words "to all Owners of any decisions required by the Scheme to be so notified".

14. Clause 19 shall be renumbered 20.

15. Clause 20 shall have effect as if—

(a) it were renumbered "21"; and

(b) the references were to Clauses 22 to 31 (inclusive) of the Scheme instead of to Clauses 21 to 29 (inclusive).

16. Clause 21 shall be renumbered 22.

17. Clause 22 shall have effect as if—

(a) it were renumbered "23";

(b) after the words "economic working" there were inserted the word "and"; and

(c) the words from "and in the case of the first determination" to the end of the clause were omitted.

18. Clause 23 shall have effect as if—

(a) it were renumbered "24"; and

(b) the words from "and in particular" to the end of the clause were omitted.

19. Clause 24 shall have effect as if—

(a) it were renumbered "25"; and

(b) the reference were to Clause 23 of the Scheme instead of to Clause 22.

20. Clause 24A shall have effect as if—

(a) it were renumbered "26";

(b) in sub-clause (1) thereof—

(i) the words "Before the 31st day of December, 1934, and subsequently" and the words "(ii) coal for inland supply. The Board" were omitted; and

(ii) for the word "tonnages" where that word appears for the first time there were substituted the word "tonnage"; and

(iii) for the last paragraph thereof there were substituted the following paragraph, that is to say:—"The standard tonnages thus determined shall come into force on the 1st day of January next following the determination";

(c) in sub-Clause (2) thereof—

(i) the words "and for inland supply" were omitted;

(ii) for the word "all" there were substituted the word "any"; and

(iii) for the words from "proportions" to "determinations" there were substituted the words "proportion which has been disposed of for export supply of the coal supplied from the coal mine"; and

(d) in sub-Clause (3) thereof—

(i) for the word "relative" there were substituted the word "relevant";

(ii) for the words "standard tonnages" there were substituted the words "the standard tonnage"; and

(iii) the words "for export supply or for inland supply" were omitted.

21. Clause 25 shall have effect as if—

(a) it were renumbered "27";

(b) for the word "tonnages" there were substituted the word "tonnage"; and

(c) for the words "proportions in which coal supplied from the coal mine has been disposed of for export supply and inland supply respectively" there were substituted the words "proportion which has been disposed of for export supply of the coal supplied from the coal mine".

22. Clause 26 shall have effect as if—

(a) it were renumbered "28"; and

(b) the reference were to Clause 29 of the Scheme instead of to Clause 27.

23. Clause 27 shall have effect as if—

(a) it were renumbered "29";

(b) the words "or inland supply" were omitted; and

(c) for the words "proportions in which coal supplied from the coal mine has been disposed of for export supply and inland supply respectively" there were substituted the words "proportion which has been disposed of for export supply of the coal supplied from the coal mine".

24. For Clause 28 there shall be substituted the following Clause, that is to say:—

"30.—(1) Where any person purchases or otherwise acquires part of an undertaking, the Board shall determine the amounts of the annual output and export supply standard tonnages of coal and any class of coal of the undertaking which relate to that part of the undertaking, having regard in such determination to the special circumstances of the undertaking or to the matters relevant to such determination as the case may be. Subject as hereinafter provided those amounts shall be the annual output and export supply standard tonnages respectively of coal and that class of coal of that coal mine. The amounts so determined shall be deducted from the respective annual output and export supply standard tonnages of the undertaking and the remainders shall be the respective annual output and export supply standard tonnages of that part of the undertaking which has not been so acquired.

(2) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking, the annual output and export supply standard tonnages of coal and any class of coal of that coal mine or the amounts determined under sub-clause (1) of this clause in respect of that part of the undertaking, as the case may be, shall be added to the respective annual output and export supply standard tonnages of coal and that class of coal of the coal mine previously belonging to such Owner to constitute the annual output and export supply standard tonnages of the undertaking."

25. Clause 29 shall be renumbered 31.

26. There shall be inserted the following clauses, that is to say:—

Basic Tonnages.

32.—(1) Before the 1st day of August, 1936, the Board shall determine the annual basic tonnage of each coal mine.

Such annual basic tonnage shall be the mean of the tonnage of coal supplied for inland supply during the year ended 31st March, 1935, and the year ended 31st March, 1936, from that coal mine:

Provided that the Board shall make a special addition in respect of any temporary closing down of the coal mine for more than two consecutive working days or of any strike, lock-out or accident, which prevented or restricted the supply of coal, equal to one half of the additional tonnage, which in the opinion of the Board would have been supplied in those years from that coal mine for inland supply but for that temporary closing down, strike, lock-out or accident.

(2) The annual basic tonnages thus determined by the Board shall come into operation upon the 1st day of August, 1936.

(3) If the operation of the Act be extended beyond the 31st day of December, 1937, the Board shall before the 1st day of December, 1937, and subsequently before the 1st day of December in each year make any revision of the annual basic tonnage of each coal mine required on the following grounds:—

(a) the Owner has persistently failed to supply coal in pursuance of permits issued to him or has persistently requested the Sales Committee not to issue permits to him;

(b) a new seam has been opened at the coal mine; or

(c) the closing down or abandonment of any coal mine or of a seam or seams therein.

(4) The annual basic tonnages determined by the Board under sub-clause (3) of this clause shall come into operation on the 1st day of January, 1938, and subsequently on the 1st day of January in each year.

(5) Forthwith upon any determination of annual basic tonnages under this clause the Board shall send a notice of all such basic tonnages determined to each Owner.

33.—(1) If at any time after the 1st April, 1934—

(a) a new colliery has been or shall be opened, or

(b) the working of any colliery has been or shall be recommenced following any abandonment or discontinuance of working, the Board may from time to time during a period of two years from the opening or re-opening of the colliery (if such colliery forms part of an undertaking) determine the annual basic tonnage of the undertaking or (if such colliery does not form part of an undertaking) determine the annual basic tonnage of the coal mine. Every such determination shall be made having regard to the development of the colliery and all other relevant circumstances and to the interests of the other owners.

(2) Where any person purchases or otherwise acquires part of an undertaking the Board shall determine the amount of the annual basic tonnage of the undertaking which relates to that part of the undertaking and subject as hereinafter provided that

amount shall be the annual basic tonnage of that coal mine. The amount so determined shall be deducted from the annual basic tonnage of the undertaking and the remainder shall be the annual basic tonnage of that part of the undertaking which has not been so acquired.

(3) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking, the Board shall determine the proportion of the annual basic tonnage of that coal mine or of the amount determined under sub-clause (2) of this Clause in respect of that part of the undertaking as the case may be, which be added to the annual basic tonnage of the coal mine previously belonging to such Owner to constitute the annual basic tonnage of the undertaking. Such proportion shall be determined having regard to all relevant circumstances including the probable working life of the coal mine or part of an undertaking so acquired.

34. For the purpose of assisting the Board in any determination of annual basic tonnages any Owner shall upon notice given to him by the Board furnish to the Board within the period specified in the notice, a statement in writing giving any information which the Board may require for that purpose and any Owner who claims that a special addition or a revision under Clause 32 or an adjustment under Clause 33 of the Scheme should be made, as the case may be, shall with such statement furnish to the Board a notice in writing stating the addition or revised or adjusted annual basic tonnage which he claims, together with any evidence required to substantiate the claim.

35.—(1) Within seven days of the date of the notice of any determination of the annual basic tonnage of his coal mine the Owner may give notice in writing to the Board specifying the proportion of such tonnage which he desires to be allocated to each quarter and subject to the approval of the Board such allocations shall be the quarterly basic tonnages of that coal mine. In default of such notice or if the Board do not approve the proportions specified in such notice the Board shall divide such annual tonnage into quarterly tonnages in such proportions as may be fair and equitable. The Board may from time to time revise such quarterly tonnages where it is fair and equitable to do so.

(2) Notice of any quarterly basic tonnage determined under this Clause shall forthwith be given to the Owner.

Permits.

36.—(1) The supply by Owners of coal from their coal mines shall be regulated by the issue of Permits by the Sales Committee.

The Committee may issue:—

(a) a Special Permit for the supply of coal in pursuance of an enquiry made therefor, or

(b) a General Permit for the supply of coal in circumstances such that in the opinion of the Committee it is unnecessary, in order to avoid competition between Owners, that a Special Permit should be issued in respect of each enquiry for coal.

(2) Every Permit shall state:—

(a) the name of the Owner to whom it is issued;

(b) the maximum tonnage of coal, and the commercial description of coal, which may be supplied thereunder;

(c) the price below which the coal shall not be supplied, or the actual price at which the coal may be supplied, and the maximum discount, commission, or credit, which may be allowed by the Owner;

(d) the period within which the coal may be supplied, and any limitation upon the tonnages which may be supplied during any part of such period; and,

(e) any special conditions of sale.

(3) In addition—

(a) every Special Permit shall state the name of the customer to whom the coal may be supplied, and

(b) every General Permit shall state the class of customer to whom, or the markets in which, the coal may be supplied, and the maximum tonnage of coal which may be supplied to any customer under any one contract. No such tonnage shall exceed 40 tons.

(4) Any Permit for the supply of coal for resale by the customer may state:—

(a) the market or area in which the coal may be resold; and

(b) the price below which the coal may not be resold, and the maximum discount, commission, or credit, which may be allowed by the customer.

It shall be a term of the Permit that coal shall be supplied by the Owner thereunder only if the customer agrees to observe such conditions.

(5) No Owner shall supply coal from his coal mine otherwise than under and in accordance with the terms of a Permit issued to him:

Provided that an Owner may supply coal without a Permit:—

(a) for use in working the coal mine; and

(b) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed.

37.—(1) No Owner shall supply coal under a Permit so that the actual consideration received by him is less in value than the price stated in the Permit below which that coal shall not be supplied, or differs from the actual price at which that coal may be supplied, as the case may be; and in particular, no Owner shall make, allow, or give, or agree to make, allow, or give, any gift, discount, commission, rebate, extended credit or allowance in respect of the price, quantity or weight of the coal or otherwise, other than any discount, commission or credit allowed by the Permit.

(2) No Owner shall without the consent of the Sales Committee supply any additional tonnage of coal, or make any allowance or reduction in price, in consequence of complaint by a customer in regard to short weight or the quality of coal in any consignment.

(3) If any part of the consideration payable for any coal supplied under a Permit has not been received by the Owner by the due date, he shall inform the Sales Committee thereof, and shall take such steps as they may direct to enforce the contract.

(4) Any Owner who acts in contravention of any of the provisions of this Clause shall be deemed to have supplied coal otherwise than in accordance with the terms of the Permit issued in respect of the supply of that coal.

38.—(1) For the purpose of ensuring the observance of the conditions upon which the supply of coal by Owners is permitted, the Board may keep a Register of distributors. If such a Register is kept, the Sales Committee shall not issue a Special Permit for the supply of coal to, or through the agency of, any distributor, whose name is not upon the Register kept for the purposes of this Clause, and no General Permit shall be deemed to authorise the supply of coal to, or through the agency of, any such distributor.

(2) There shall be entered on the Register on the application of any Owner the name of any distributor, who gives to the Board an undertaking in a form prescribed by them:—

(a) to observe any conditions relating to the resale of coal by him imposed on him by an Owner by virtue of any Permit; and

(b) to permit such inspection of his books or accounts by an accountant appointed by the Board as may be reasonably necessary to determine whether such conditions have been observed.

If any distributor acts in breach of his undertaking the Board shall remove his name from the Register, unless they are satisfied that the purposes of this Clause will not be prejudiced if his name remains upon the Register.

The name of any distributor which has been removed from the Register shall not be restored nor shall the name of any person controlled by that distributor be entered on the Register unless the Board are satisfied that the purposes of this Clause will not be prejudiced by such restoration, or entry.

(3) In this clause "distributor" includes any exporter, factor, merchant, dealer, or other person, whose business includes the supply of coal.

39.—(1) Permits may be issued upon an application therefor by an Owner or otherwise.

(2) Any Owner, who receives an enquiry for the supply of coal from his coal mine (other than an enquiry for coal which he is permitted and intends to supply under a General Permit or without a Permit), shall forthwith inform the Sales Committee thereof, stating by whom the coal is required, and giving particulars of the quantity and description of coal and the date for delivery thereof, and any other particulars which may be required by the Committee.

40.—(1) The Sales Committee shall allocate Permits to the Owners in such manner as is fair and equitable, and so that as far as possible the Owners can in every quarter supply:—

(a) coal for inland supply in proportion to the quarterly basic tonnages of their respective coal mines; and

(b) coal for export supply in proportion to the export supply standard tonnages of their respective coal mines.

(2) The Committee shall also have regard to the customers to whom, and the markets in which, each Owner has been accustomed to sell the coal from his coal mine, and generally to the good will of each Owner.

(3) Before issuing a Permit for the supply of coal otherwise than at a pithead price, the Committee shall consider any representations made by the Owner to whom the Permit is to be issued with regard to the costs and charges which would be incurred by him in connection with the conveyance of that coal.

41.—(1) Any Owner, who is not able or does not intend to supply coal under any Special Permit issued to him or to supply the maximum tonnage permitted thereunder, shall give notice thereof to the Sales Committee as soon as possible after receipt of the Permit, stating the reason therefor.

(2) Each Owner shall forthwith give to the Sales Committee particulars of any agreement for the supply of coal entered into in pursuance of a Special Permit.

(3) Every Owner shall, if so required, at the end of every month send to the Sales Committee a statement showing the tonnages of each commercial description of coal supplied from his coal mine during that month to each customer and the price therefor together with such other particulars as they may require.

42.—(1) The Sales Committee shall from time to time and as early as possible in each quarter inform each Owner of the total tonnage of coal produced in the District, which the Committee anticipate will be supplied for inland supply from all the coal mines during that quarter.

(2) As soon as possible after the end of each week the Sales Committee shall inform each Owner of the total tonnage of coal produced in the District, supplied for inland supply from all the coal mines during that week.

43. On or before the 1st day of August, 1936, each Owner shall give to the Sales Committee particulars of all agreements made before the 1st day of August, 1936, under which coal from his coal mine is to be supplied after that date (other than agreements in respect of which no Permit is required), and the Committee shall issue a Permit enabling such coal to be supplied in accordance with the agreement:

Provided that in calculating the tonnage of coal to be so supplied the Committee may exclude any tonnage of coal which may be supplied at the option of the Owner.

44. Permits shall not be issued for the supply of coal in such a manner that in any period for which allocations are fixed the tonnage of coal supplied by Owners under Permits exceeds any allocation in respect thereof.

45. The Board may enter into contracts with any persons for the purpose of facilitating the operation of the provisions of the Scheme."

27. Clause 30 shall have effect as if—

(a) it were renumbered "46"; and

(b) in sub-clause (1) thereof after the word "which" there were inserted the words "subject to the provisions of Clause 36 (5) of the Scheme."

28. Clause 31 shall have effect as if—

(a) it were renumbered "47"; and

(b) the words "and for inland supply respectively" were omitted.

29. Clause 32 shall be renumbered 48.

30. Clause 33 shall have effect as if—

(a) it were renumbered "49";

(b) the words "export supply or inland" were omitted; and

(c) the references were to Clauses 67 and 68 of the Scheme instead of to Clauses 55 and 56.

31. Clause 34 shall be renumbered 50.

32. Clause 34A shall have effect as if—

(a) it were renumbered "51"; and

(b) for the words "the purposes of any quota of coal or any class of coal for export supply or for inland supply" there were substituted the words "any of the purposes of the Scheme".

33. For Clauses 35 to 41 there were substituted the following Clauses, that is to say:—

"Maintenance of Quality.

52.—(1) Every Owner shall clean and prepare for the market coal of each commercial description in such a manner as to maintain the usual standard of quality of coal of that commercial description and the Board may formulate a reasonable specification for any commercial description of coal for the purpose of testing that the standard is maintained.

(2) No Owner shall, without the consent of the Board, which shall not be unreasonably withheld, alter the methods employed in the preparation for the market of any coal produced from his coal mine.

(3) The Sales Committee in fixing in any Permit the price below which any coal shall not be supplied or the actual price at which any coal may be supplied, shall have regard to any alteration in the methods employed in the preparation of that coal for the market, and any consequent improvement or deterioration in the quality of that coal.

Compensation.

53.—(1) Forthwith, after the end of each quarter, the Sales Committee shall determine the total tonnage of coal supplied for inland supply from all the coal mines in that quarter. Such total tonnage shall be divided in the proportions of the quarterly basic tonnages of all the coal mines for that quarter, and subject as hereinafter provided the tonnage thus calculated for each coal mine shall (subject to any addition or deduction made under the following provisions) be the trade share of that coal mine for that quarter.

(2) If in any quarter the total tonnage of coal so supplied from any coal mine is less than the trade share of that coal mine for that quarter the Board shall credit the Owner with compensation in respect of such deficiency at a rate, not exceeding 2s. 6d. (two shillings and sixpence) per ton, as may be determined from time to time by the Board and notified to the Owners before the commencement of the period to which it relates.

Provided that no compensation shall be payable in respect of a deficiency or part thereof due to a request to the Sales Committee by the Owner not to issue any Permit

to him, or to the failure of the Owner to supply any coal for which a Permit has been issued to him, unless he shall satisfy the Sales Committee that, having taken all reasonable steps so to supply, such failure was caused by his inability (otherwise than by reason of any temporary closing down of his mine for a period of not less than two consecutive working days or of any strike, lock-out or accident) to supply coal in accordance with the terms of the Permit:

Provided further than any tonnage in respect of which no compensation is payable under the provisions of this sub-clause shall be divided in the proportions of the basic tonnages of the other coal mines for that quarter and the tonnage thus determined for each coal mine shall be added to the trade share thereof calculated under sub-clause (1) hereof for that quarter.

(3) If in any quarter the total tonnage of coal so supplied from any coal mine is greater than the trade share of that coal mine for that quarter—

(a) such excess, or three per cent. of that trade share, whichever is the less, shall be deducted from the trade share of that coal mine for the next ensuing quarter as calculated under sub-clause (1) of this Clause, and

(b) the Board shall debit the owner with a contribution at the rate of 2s. 6d. (two shillings and sixpence) per ton in respect of any excess exceeding three per cent. of that trade share.

(4) The Sales Committee shall at the end of each half year send an account to each Owner showing the sums due to or from that Owner under the provisions of this Clause. The Balance of such amounts shall be paid by the Board or the Owner, as the case may be, forthwith."

34. Clause 42 shall have effect as if—

(a) it were renumbered "54"; and

(b) the words "At the First Board Meeting" were omitted.

35. Clauses 43 to 49 shall be renumbered 55 to 61 respectively.

36. Clause 50 shall have effect as if—

(a) it were renumbered "62";

(b) for the word "paid" there were substituted the word "discharged"; and

(c) after the word "expenses" there were inserted the words "and liabilities".

37. Clauses 51 to 53 shall be renumbered 63 to 65 respectively.

38. For Clauses 54 and 55 there shall be substituted the following Clauses, that is to say:—

"66. In order that the Board may be able to verify any statement, return, account or other information furnished by any Owner, or for the purpose of enabling the Board to secure any information that they consider necessary for the exercise or performance of any of their functions under the Scheme, any owner shall,—

(a) on demand from the Board, produce the books and accounts relating to his coal mine for the inspection of an accountant authorised by the Board; and

(b) allow any person authorised by the Board or by the Sales Committee to inspect and take samples of coal of any

commercial description supplied from his coal mine and any seam from which coal is obtained, and to inspect any process used in the preparation of such coal and the weighing and despatch thereof.

Penalties.

67.—(1) Any Owner who, during any period for which a quota is determined, raises or allows to be raised an output of coal or any class of coal or supplies or allows to be supplied a tonnage of coal or any class of coal for export supply in excess of the corresponding quota (after allowing for any arrangement under Clause 49 of the Scheme whereby a quota may be exceeded) shall pay to the Board on demand a penalty in respect of each ton or part of a ton of such excess of the same amount per ton as is prescribed for the time being under rules made under Clause XI. of the Central scheme for exceeding the corresponding allocation:

Provided that—

(i) until the coming into force of such rules the penalty shall be 2s. 6d. (two shillings and sixpence) per ton;

(ii) where in any period for which quotas have been determined a quota for output of coal or any class of coal has been exceeded and the quota for export supply of coal or that class of coal has also been exceeded, one penalty only shall be payable in respect of such excesses calculated upon the amount of the excess over the quota for output or the excess over the quota for export supply, whichever shall be the greater.

(2) The Board shall before the coming into force of any rules made under Clause XI of the Central Scheme notify each Owner of the amount per ton which will be payable in consequence thereof for exceeding any quota."

39. Clause 56 shall have effect as if—

(a) it were renumbered "68";

(b) the words "or inland supply" were omitted; and

(c) the reference were to Clause 67 of the Scheme instead of to Clause 55.

40. For Clauses 57 and 58 there shall be substituted the following Clauses, that is to say:—

"69. Subject to the proviso to Clause 36 (5) of the Scheme any Owner who supplies coal otherwise than under and in accordance with the terms of a Permit shall pay to the Board on demand a penalty at the rate of 5s. (five shillings) for each ton or part thereof so supplied.

70. Any Owner who fails to comply with the provisions of Clause 66 of the Scheme shall pay to the Board a penalty not exceeding £5 (five pounds) for each day of such default.

71. Any Owner who fails to comply with any provision of the Scheme for a breach of which no specific penalty is therein provided shall pay to the Board on demand a sum of £5 (five pounds) in respect of each such failure:

Provided that the Board may remit the whole or any part of such penalty having regard to the extent that, in the opinion of

the Board the breach has not injured or prejudiced the interests of the other Owners."

41. Clause 59 shall have effect as if—

(a) it were renumbered "72";

(b) the references were to Clauses 67, 69, 70 and 71 of the Scheme instead of to Clauses 55, 57 and 58; and

(c) in the proviso thereto the reference were to Clause 73 of the Scheme instead of to Clause 60.

42. Clause 60 shall have effect as if—

(a) it were renumbered "73"; and

(b) the word "of" where it appears after the word "purpose" were omitted.

43. Clause 61 shall have effect as if—

(a) it were renumbered "74"; and

(b) the references were to Clauses 67, 69, 70 and 71 of the Scheme instead of to Clauses 55, 57 and 58.

44. Clauses 62 to 64 shall be renumbered 75 to 77 respectively.

45. Clause 65 shall have effect as if—

(a) it were renumbered "78"; and

(b) the reference were to Clause 72 of the Scheme instead of to Clause 59.

46. Clause 66 shall have effect as if—

(a) it were renumbered "79"; and

(b) the words "of the Board" and "by the Board" were omitted.

47. Clause 67 shall have effect as if—

(a) it were renumbered "80"; and

(b) after the word "Board" there were inserted the words "or of any other persons in respect of their functions under the Scheme".

48. Clause 68 shall have effect as if—

(a) it were renumbered "81"; and

(b) the references were to Clauses 59 and 60 of the Scheme instead of to Clauses 47 and 48.

49. Clause 69 shall have effect as if—

(a) it were renumbered "82"; and

(b) the references were to Clauses 59 and 60 of the Scheme instead of to Clauses 47 and 48.

50. Clause 70 shall be renumbered 83.

51.—(A) Notwithstanding the repeal hereby made of Clauses 35 to 41 (inclusive) and Clause 57 such clauses shall remain in full force and effect as regards coal supplied or shipped after the date when the amendments hereby made come into force under contracts made before such date.

(B) The amendments hereby made in the Scheme shall not—

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

(ii) affect any liability or penalty resulting from any contravention of or failure to comply with any of the provisions of the Scheme which took place before the date when the amendments hereby made came into force.

(C) All such investigations, legal and other proceedings may be had, instituted and continued and notices served as may be necessary or proper for the purpose of enforcing any liability or recovering any penalty resulting

as aforesaid and so far as relates to such investigations legal and other proceedings and notices such of the provisions of the Scheme as are hereby amended or repealed shall remain in force.

COAL MINES ACT, 1930.

THE CUMBERLAND DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by subsection (4) of Section 3 of the said Act, the Board of Trade have made the Cumberland District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the Cumberland District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I of the Schedule to the said Order in substitution for the matters mentioned in paragraphs (a), (c) and (f) of subsection 2 of the said Section 3 and for the matters specified in Part II of the said Schedule in addition to the matters mentioned in subsections (2) and (3) of the said Section 3;

And whereas it is provided by Clause 18 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 18 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme:

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the Cumberland District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and prescribe the 1st day of August, 1936, as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said 1st day of August, and any owner is required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 29th day of July, 1936.

Harry Crookshank,

Secretary for Mines.

Board of Trade,

Mines Department,

Dean Stanley Street,

Millbank, London, S.W.1.

29th day of July, 1936.

SCHEDULE.

The Cumberland District (Coal Mines) Scheme, 1930, shall be amended in the following manner:—

1. Clause 2 shall have effect as if there were added the following definition, that is to say:—

“Supply” includes sale.

2. Clause 3 shall have effect as if in sub-clause (2) thereof after the word “regulated” there were inserted the words “and facilitated”.

3. Clause 4 shall have effect as if—

(a) after the word “regulating” there were inserted the words “and facilitating”; and

(b) for the words “supply and sale of coal in the District” there were substituted the words “of coal in the District and the supply and sale of such coal”.

4. Clause 5 shall have effect as if the proviso thereto were omitted.

5. Clause 11 shall have effect as if—

(a) for the word “Sub-Committees” there were substituted the word “Committees”; and

(b) in the proviso thereto—

(i) for the word “Sub-Committee” wherever that word appears there were substituted the word “Committee”; and

(ii) the words “by resolution of the Board” were omitted.

6. The following Clause shall be inserted after Clause 11, that is to say:—

“11A. The Board shall appoint a Sales Committee, who may be members of the Board or other persons, to perform the functions allotted to them on behalf of and in the name of the Board.”

7. Clause 12 shall have effect as if—

(a) after the word “Board” where that word appears for the third time there were inserted the words “and of any Committee appointed by the Board”; and

(b) the word “they” were omitted.

8. Clause 14 shall have effect as if the proviso thereto were omitted.

9. Clause 15 shall have effect as if for the word “Sub-Committees” there were substituted the word “Committees”.

10. Clause 16 shall have effect as if—

(a) for the word “Sub-Committees” there were substituted the word “Committees”; and

(b) after the word “Board” where that word appears for the fourth time there were inserted the words “and of the members of the Sales Committee”.

11. Clause 17 shall have effect as if for the words “of their decisions, and of the decisions of any of their Sub-Committees, to all owners immediately after the decisions have been reached” there were substituted the words “to all owners of any decisions required by the Scheme to be so notified”.

12. Clause 19 shall have effect as if the words “as soon as possible after their constitution, and subsequently” were omitted.

13. Clause 26 shall have effect as if in sub-clause (2) thereof the word “other” were omitted.

14. Clause 26A shall have effect as if—

(a) in sub-clause (1) thereof there were omitted—

(i) the words “Before the first day of December, 1934, and subsequently”; and

(ii) the word “thereafter”; and

(iii) the words “and (b) coal for inland supply”;

(b) in sub-clause (2) thereof there were substituted for the word “tonnages” in each case where that word appears the word “tonnage” and

(c) in sub-clause (3) thereof—

(i) the word “first” where it first appears and the words “on the first day of January, 1935, and subsequently such standard tonnages shall come into force” were omitted; and

(ii) for the words “in each year thereafter” there were substituted the words “next following the determination”.

15. Clause 26B shall have effect as if—

(a) there were omitted the words “and for inland supply”;

(b) there were substituted for the word “all” where that word first appears the word “any”; and

(c) the words from “and in the case of the first determination” to the end of the Clause were omitted.

16. Clause 26C shall have effect as if—

(a) after the words “determination of” where those words first appear there were inserted the word “export”;

(b) for the word “relative” there were substituted the word “relevant”;

(c) for the words “of standard tonnages” there were substituted the words “of the standard tonnage”; and

(d) the words “for export supply or for inland supply” were omitted.

17. The following Clause shall be inserted after Clause 26C, that is to say:—

“26D. Within seven days of the date of the notice of any determination of the annual output and export supply standard tonnages of his coal mine, the owner may give notice in writing to the Board specifying the proportions of such tonnages which he desires to be allocated to each quarter, and, subject to the approval of the Board, such allocations shall be the quarterly output and export supply standard tonnages of that coal mine. In default of such notice, or if the Board do not approve the proportions specified in such notice, the Board shall divide such annual tonnages into quarterly output and export supply standard tonnages, in such proportions as may be fair and equitable. The Board may from time to time revise such quarterly tonnages where it is fair and equitable to do so.”

18. Clause 27 shall have effect as if—

(a) for the words “the standard tonnage for the year” there were substituted the words “the annual standard tonnages”; and

(b) for the word “monthly” there were substituted the word “quarterly”; and

(c) the words “or the distribution of the tonnage among the classes of coal produced” were omitted.

19. Clause 29 shall have effect as if the words “or inland supply” were omitted.

20. For Clause 30 there shall be substituted the following Clause, that is to say:—

“30.—(1) Where any person purchases or otherwise acquires part of an undertaking, the Board shall determine the amounts of the annual output and export supply standard tonnages of coal and any class of coal of the undertaking which relate to that part of the undertaking, having regard in such determination to the special circumstances of the undertaking, or to the matters relevant to such determination, as the case may be. Subject as hereinafter provided, those amounts shall be the annual output and export supply standard tonnages respectively of coal and that class of coal of that coal mine. The amounts so determined shall be deducted from the respective annual output and export supply standard tonnages of the undertaking, and the remainders shall be the respective annual output and export supply standard tonnages of that part of the undertaking which has not been so acquired.

(2) Where an owner purchases or otherwise acquires any coal mine or part of an undertaking, the annual output and export supply standard tonnages of coal and any class of coal of that coal mine, or the amounts determined under sub-clause (1) of this Clause in respect of that part of the undertaking, as the case may be, shall be added to the respective annual output and export supply standard tonnages of coal and that class of coal of the coal mine previously belonging to such owner to constitute the annual output and export supply standard tonnages of the undertaking.”

21. The following Clauses shall be inserted after Clause 30, that is to say:—

“*Basic Tonnages.*

30A.—(1) Before the 1st day of August, 1936, the Board shall determine the annual basic tonnage of each coal mine.

Subject as hereinafter provided such annual basic tonnage shall be the tonnage of coal supplied for inland supply during the year 1935 from that coal mine, after deduction of any tonnage of coal supplied in that year for consumption in the excluded works of the owner of that coal mine:

Provided that the Board shall make a special addition in respect of any temporary closing down of the mine for a period of not less than seven consecutive working days or of any strike, lock-out, or accident, which prevented or restricted the supply of coal, equal to the additional tonnage, which in the opinion of the Board would have been supplied in that year from that coal mine for inland supply but for that temporary closing down, strike, lock-out or accident.

(2) In the case of a coal mine comprising—

(a) a new colliery opened after the first day of January, 1935; or

(b) a colliery the working of which is recommenced after that date following any abandonment or discontinuance of working for a period exceeding six months;

the Board, in the determination of the annual basic tonnage thereof under the last preceding sub-clause, shall have regard to the development of the colliery and to all other relevant circumstances, and to the interests of the other owners.

(3) The annual basic tonnages thus determined by the Board or awarded upon arbitration as hereinafter provided shall come into operation upon the 1st day of August, 1936.

(4) The Board shall before the 1st day of December, 1936, and the 1st day of June, 1937, and (if the operation of the Act be extended beyond the 31st day of December, 1937,) before the 1st day of December, 1937, and the 1st day of June, and the 1st day of December in each year thereafter, revise the annual basic tonnage of each coal mine, having regard in any such revision to—

(a) the persistent failure of the Owner to supply coal in pursuance of permits issued to him;

(b) persistent requests by the Owner to the Sales Committee not to issue permits to him;

(c) any change in the efficiency and economy of the working of the coal mine (relatively to those of other coal mines) by reason of development of that coal mine; and

(d) the recovery of trade enjoyed by the District prior to but not during the year 1935, and the extent to which any Owner participated in such trade.

(5) The annual basic tonnages determined by the Board under the last preceding sub-clause or awarded under arbitration as hereinafter provided shall come into operation on the 1st day of January, or the 1st day of July next following the determination.

(6) Forthwith upon any determination of annual basic tonnages under this Clause the Board shall send a notice of all such basic tonnages determined to each Owner. If any Owner refers any such determination to arbitration, notice of such reference shall forthwith be sent by the Board to every owner. The annual basic tonnage of every coal mine shall thereupon be referred to arbitration and the arbitrator shall determine the annual basic tonnage of each coal mine.

30B.—(1) The Board shall determine the annual basic tonnage of any coal mine consisting of—

(a) a new colliery opened after the 31st day of July, 1936; or

(b) a colliery the working of which is recommenced after that date following abandonment or discontinuance of working before that date,

having regard in such first determination to the development of the colliery and all other relevant circumstances and to the interests of the other owners.

(2) Where any person purchases or otherwise acquires part of an undertaking, the Board shall determine the amount of the annual basic tonnage of the undertaking which relates to that part of the undertaking, and subject as hereinafter provided that amount shall be the annual basic tonnage of that coal mine. The amount so determined shall be deducted from the annual basic tonnage of the undertaking, and the remainder shall be the annual basic tonnage of that part of the undertaking which has not been so acquired.

(3) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking, the Board shall determine the proportion of the annual basic tonnage of that coal mine or of the amount determined under the last preceding sub-clause in respect of that part of the undertaking, as the case may be, which shall be added to the annual basic tonnage of the coal mine previously belonging to such Owner to constitute the annual basic tonnage of the undertaking. Such proportion shall be determined having regard to all relevant circumstances including the probable working life of the coal mine or part of the undertaking so acquired.

(4) If, in pursuance of the provisions of Clause 30E of the Scheme, the Board, at any time after the 1st day of August, 1936, declare any works to which an owner supplied coal from his coal mine during the year 1935, to be an excluded works of that owner, they shall adjust the annual basic tonnage of his coal mine having regard to the tonnage of coal supplied for inland supply in that year to those works.

(5) If, in pursuance of the provisions of Clause 30E of the Scheme, the Board, at any time after the 1st day of August, 1936, declare that any works to which an owner supplied coal from his coal mine during the year 1935, has ceased to be an excluded works of that Owner, they shall adjust the annual basic tonnage of the coal mine, having regard to all relevant circumstances and to the interests of the other Owners.

(6) The Board may at any time for such period as may be determined make an addition to the annual basic tonnage of any coal mine where they are satisfied that during that period there will be a temporary but substantial decrease in the tonnage of coal consumed in the excluded works of the Owner of that coal mine:

Provided that in making such addition the Board shall have regard to the interests of all other owners.

30C. For the purpose of assisting the Board in any determination of annual basic tonnages, any Owner shall, upon notice given to him by the Board, furnish to the Board within the period specified in the notice, a statement in writing giving any information which the Board may require for that purpose, and any Owner who claims that a special addition or a revision under Clause 30A or an adjustment under Clause 30B of the Scheme should be made, as the case may be, shall with such statement furnish to the Board a notice in writing stating the addition or revised or adjusted annual basic tonnage which he claims, together with any evidence required to substantiate the claim.

30D.—(1) Within seven days of the date of the notice of any determination of the annual basic tonnage of his coal mine, the owner may give notice in writing to the Board specifying the proportion of such tonnage which he desires to be allocated to each quarter, and, subject to the approval of the Board, such allocations shall be the quarterly basic tonnages of that coal mine. In default of such notice, or if the Board do not approve the proportions specified in such notice, the

Board shall divide such annual tonnage into quarterly tonnages in such proportions as may be fair and equitable. The Board may from time to time revise such quarterly tonnages where it is fair and equitable to do so.

(2) Notice of any quarterly basic tonnage determined under this Clause shall forthwith be given to the owner.

Excluded Works.

30E.—(1) Any Owner who claims at any time to be the Owner of, or to control or to be controlled by the owner of, any works, and who desires to supply coal to those works, shall notify the Board and shall give such information about those works and the connection between those works and his coal mine as the Board may require. If they consider any such claim established the Board shall declare that those works are excluded works of that owner for the purposes of the Scheme.

(2) If at any time an owner proves to the satisfaction of the Board that he no longer either controls or is the owner of or is controlled by the owner of any excluded works, or that the qualities of coal required by that works cannot be produced from his coal mine, the Board shall declare that those works shall cease to be excluded works.

30F.—(1) Where, in pursuance of the provisions of Clause 30E of the Scheme, the Board have declared any works to be excluded works of any owner, they shall, after consultation with him, forthwith determine the annual tonnage of coal which may be supplied in any year from his coal mine for consumption in his excluded works.

(2) Such annual tonnage shall be determined having regard to the tonnage of coal supplied from the coal mine during the year 1935 for consumption in those works, and to the prospective demand for coal from the coal mine for consumption in those works.

(3) Any such annual tonnage may be varied by the Board at any time—

(a) if the prospective demand for coal from the coal mine for consumption in those works in any year differs from the annual tonnage in respect thereof; or

(b) if the Board declare that any other works are excluded works of that owner or that any works cease to be excluded works of that owner.

(4) Notice of any determination of such annual tonnage of any coal mine shall forthwith be given to the owner thereof.

(5) Each owner may within seven days before the beginning of each quarter give notice in writing to the Board specifying the proportion of such annual tonnage which he desires to be allocated to that quarter, and, subject to the approval of the Board, such allocation shall be the quarterly tonnage which may be supplied from the coal mine of that owner in that quarter for consumption in his excluded works. In default of such notice, or if the Board do not approve the proportion specified in such notice, the Board shall allocate such quarterly tonnage as may be fair and equitable, and notice thereof shall forthwith be given to the owner.

(6) The Sales Committee shall from time to time fix a price for each commercial description of coal supplied for consumption

in any excluded works, below which price that description of coal shall not be so supplied.

(7) Any owner shall, upon notice given to him by the Board, furnish in writing, within the period specified in the notice, any information the Board may require to assist them in any determination of such annual or quarterly tonnages.

Permits.

30G.—(1) The supply by owners of coal from their coal mines shall be regulated by the issue of Permits by the Sales Committee.

The Committee may issue—

(a) a Special Permit for the supply of coal in pursuance of an enquiry made therefor, or

(b) a General Permit for the supply of coal in circumstances such that in the opinion of the Committee it is unnecessary, in order to avoid competition between owners, that a Special Permit should be issued in respect of each enquiry for coal.

(2) Every Permit shall state—

(a) the name of the owner to whom it is issued;

(b) the maximum tonnage of coal, and the commercial description of coal, which may be supplied thereunder;

(c) the price below which the coal shall not be supplied, or the actual price at which the coal may be supplied, and the maximum discount, commission, or credit, which may be allowed by the owner;

(d) the period within which the coal may be supplied, and any limitation upon the tonnages which may be supplied during any part of such period; and

(e) any special conditions of sale.

(3) In addition—

(a) every Special Permit shall state the name of the customer to whom the coal may be supplied, and

(b) every General Permit shall state the class of customer to whom, or the markets in which, the coal may be supplied, and the maximum tonnage of coal which may be supplied to any customer under any one contract. No such tonnage shall exceed 50 tons.

(4) Any Permit for the supply of coal for resale by the customer may state—

(a) the market or area in which the coal may be resold; and

(b) the price below which the coal may not be resold, and the maximum discount, commission or credit, which may be allowed by the customer.

It shall be a term of the Permit that coal shall be supplied by the owner thereunder only if the customer agrees to observe such conditions.

(5) No owner shall supply coal from his coal mine otherwise than under and in accordance with the terms of a Permit issued to him:

Provided that an owner may supply coal without a Permit—

(a) for use in working the coal mine;

(b) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine, and the dependants of persons who have been so employed; and

(c) in accordance with the provisions of Clause 30F of the Scheme for consumption in any excluded works of that owner.

30H.—(1) No owner shall supply coal under a Permit so that the actual consideration received by him is less in value than the price stated in the Permit below which that coal shall not be supplied, or differs from the actual price at which that coal may be supplied, as the case may be; and in particular, no owner shall make, allow, or give, or agree to make, allow, or give, any gift, discount, commission, rebate, extended credit or allowance in respect of the price, quantity or weight of the coal or otherwise, other than any discount, commission or credit allowed by the Permit.

(2) No owner shall without the consent of the Sales Committee supply any additional tonnage of coal, or make any allowance or reduction in price, in consequence of complaint by a customer in regard to short weight or the quality of coal in any consignment.

(3) If any part of the consideration payable for any coal supplied under a Permit has not been received by the owner by the due date, he shall inform the Sales Committee thereof, and shall take such steps as they may direct to enforce the contract.

(4) Any owner who acts in contravention of any of the provisions of this Clause shall be deemed to have supplied coal otherwise than in accordance with the terms of the Permit issued in respect of the supply of that coal.

30J.—(1) For the purpose of ensuring that the conditions upon which the supply of coal by Owners is permitted are observed, the Sales Committee shall not issue a Special Permit for the supply of coal to, or through the agency of, any distributor, whose name is not upon the Register kept for the purposes of this Clause, and no General Permit shall be deemed to authorise the supply of coal to, or through the agency of, any such distributor.

(2) For the purposes of this Clause the Board shall keep a Register on which shall be entered on the application of any Owner the name of any distributor, who gives to the Board an undertaking in a form prescribed by them—

(a) to observe any conditions relating to the resale of coal by him, imposed on him by an Owner by virtue of any Permit, and

(b) to permit such inspection of his books or accounts by an accountant appointed by the Board as may be reasonably necessary to determine whether such conditions have been observed.

If any distributor acts in breach of his undertaking the Board shall remove his name from the Register, unless they are satisfied that the purposes of this Clause will not be prejudiced if his name remains upon the Register.

The name of any distributor which has been removed from the Register shall not be restored nor shall the name of any person controlled by that distributor be entered on the Register unless the Board are satisfied that the purposes of this Clause will not be prejudiced by such restoration or entry.

(3) In this Clause "distributor" includes any exporter, factor, merchant, dealer, or other person, whose business includes the supply of coal.

30K.—(1) Permits may be issued upon an application therefor by an Owner or otherwise.

(2) Any Owner, who receives an enquiry for the supply of coal from his coal mine (other than an enquiry for coal which he is permitted and intends to supply under a General Permit or without a Permit), shall forthwith inform the Sales Committee thereof, stating by whom the coal is required, and giving particulars of the quantity and description of coal, and the date for delivery thereof, and shall also furnish any other particulars which may be required by the Committee.

30L.—(1) The Sales Committee shall allocate Permits to the Owners in such manner as is fair and equitable, and so that as far as possible the Owners can in every quarter supply—

(a) coal for inland supply (otherwise than to their excluded works) in proportion to the quarterly basic tonnages of their respective coal mines;

(b) coal for export supply in proportion to the quarterly export supply standard tonnages of their respective coal mines; and

(c) the various commercial descriptions of coal in the proportions in which they are produced from their coal mines.

(2) The Committee shall also have regard to the customers to whom, and the markets in which each Owner has been accustomed to sell the coal from his coal mine, and generally to the goodwill of each Owner.

(3) Before issuing a Permit for the supply of coal otherwise than at a pithead price, the Committee shall consider any representations made by the Owner to whom the Permit is to be issued with regard to the costs and charges which would be incurred by him in connection with the conveyance of that coal.

30M.—(1) Any Owner, who is not able or does not intend to supply coal under any Special Permit issued to him, or to supply the maximum tonnage permitted thereunder, shall give notice thereof to the Sales Committee as soon as possible after receipt of the Permit, stating the reason therefor.

(2) Each Owner shall forthwith give to the Sales Committee particulars of any agreement for the supply of coal entered into in pursuance of a Special Permit.

(3) Every Owner shall at the end of every month send to the Sales Committee duplicate invoices of all coal supplied from his coal mine during that month, together with such other particulars as the Committee may require.

30N.—(1) The Sales Committee shall from time to time and as early as possible in each quarter inform each Owner of the total tonnage of coal produced in the District, which the Committee anticipate will be supplied for inland supply (otherwise than by Owners for consumption in their excluded works) from all the coal mines during that quarter.

(2) As soon as possible after the end of each week the Sales Committee shall inform each owner of the total tonnage of coal, produced in the District, supplied for inland supply (otherwise than by Owners for consumption in their excluded works) from all the coal mines during that week.

30P. On or before the 1st day of August, 1936, each Owner shall give to the Sales Committee particulars of all agreements made before the 1st day of August, 1936, under which coal from his coal mine is to be supplied after that date (other than agreements in respect of which no Permit is required), and the Committee shall issue a Permit enabling such coal to be supplied in accordance with the agreement:

Provided that in calculating the tonnage of coal to be so supplied the Committee may exclude any tonnage of coal which may be supplied at the option of the Owner.

30Q. Permits shall not be issued for the supply of coal in such a manner that in any period for which allocations are fixed the tonnage of coal supplied by Owners under Permits and to their excluded works exceeds any allocation in respect thereof.

Power to enter into Agreements.

30R. The Board may enter into agreements with any persons for the purpose of facilitating the operation of the provisions of the Scheme."

22. Clause 31 shall have effect as if in sub-clause (1) after the word "which" there were inserted the words "subject to the provisions of Clause 30G (5) of the Scheme".

23. Clause 32 shall have effect as if the words "and for inland supply respectively" were omitted.

24. Clause 33 shall have effect as if after the word "supplied" there were inserted the words "for export supply".

25. Clause 34 shall have effect as if—

(a) the words "export supply or inland" were omitted; and

(b) the references were to Clauses 55 and 56 of the Scheme instead of to Clauses 62 and 63.

26. Clause 35A shall have effect as if for the words "the purposes of any quota of coal or any class of coal for export supply or for inland supply" there were substituted the words "any of the purposes of the Scheme".

27. For Clauses 36 to 44 there shall be substituted the following Clauses, that is to say:—

"Maintenance of Quality.

36.—(1) Every Owner shall clean and prepare for the market coal of each commercial description in such a manner as to maintain the standard of quality of coal of that commercial description supplied otherwise than to excluded works during the year 1935, and the Board may formulate a reasonable specification for any commercial description of coal for the purpose of testing that the standard is maintained.

(2) No Owner shall, without the consent of the Board, which shall not be unreasonably withheld, alter the methods employed in the preparation for the market of any coal produced from his coal mine.

(3) The Sales Committee, in fixing in any Permit the price below which any coal shall not be supplied, or the actual price at which any coal may be supplied, shall have regard to any alteration in the methods employed in the preparation of that coal for the market, and any consequent improvement or deterioration in the quality of that coal.

Compensation.

37.—(1) Forthwith, after the end of each quarter, the Sales Committee shall determine the total tonnage of coal supplied for inland supply (otherwise than by Owners for consumption in their excluded works) from all the coal mines in that quarter. Such total tonnage shall be divided in the proportions of the quarterly basic tonnages of all the coal mines for that quarter, and, subject as hereinafter provided, the tonnage thus calculated for each coal mine shall (subject to any addition or deduction made under the following provisions) be the trade share of that coal mine for that quarter.

(2) If in any quarter the total tonnage of coal so supplied from any coal mine is less than the trade share for that quarter the Board shall credit the owner with compensation in respect of such deficiency at the rate of 2s. 0d. (two shillings) per ton:

Provided that no compensation shall be payable in respect of a deficiency or part thereof due to a request to the Sales Committee by the Owner not to issue any Permit to him, or to the failure of the Owner to supply any coal for which a Permit has been issued to him, unless he shall satisfy the Sales Committee that, having taken all reasonable steps so to supply, such failure was caused by his inability (otherwise than by reason of any temporary closing down of his coal mine for a period of not less than seven consecutive working days, or of any strike, lock-out, or accident) to supply coal in accordance with the terms of the Permit:

Provided further that any tonnage in respect of which no compensation is payable under the provisions of this sub-clause shall be divided in the proportions of the basic tonnages of the other coal mines for that quarter and the tonnage thus determined for each coal mine shall be added to the trade share thereof calculated under sub-clause (1) of this Clause for that quarter.

(3) If in any quarter the total tonnage of coal so supplied from any coal mine is greater than the trade share for that quarter—

(a) such excess, or 2 per cent. of that trade share, whichever is the less, shall be deducted from the trade share of that coal mine for the next ensuing quarter as calculated under this Clause, and

(b) the Board shall debit the Owner with a contribution at the rate of 2s. 6d. (two shillings and sixpence) per ton in respect of any excess exceeding 2 per cent. of that trade share.

(4) The Sales Committee shall at the end of each quarter send an account to each Owner showing the sums due to or from that Owner under the provisions of this Clause. The balance of such amounts shall be paid by the Board or the Owner, as the case may be, forthwith."

28. Clauses 45 to 52 shall be renumbered 38 to 45 respectively.

29. Clause 53 shall have effect as if—

(a) it were renumbered "46";

(b) for the word "paid" there were substituted the word "discharged"; and

(c) after the word "expenses" there were inserted the words "and liabilities".

30. Clauses 54 and 55 shall be renumbered 47 and 48 respectively.

31. Clause 56 shall have effect as if—

(a) it were renumbered "49"; and

(b) for the words "in the following manner" to the end of the Clause there were substituted the words "on such equitable and proportionate basis as the Board may determine".

32. Clause 57 shall have effect as if—

(a) it were renumbered "50"; and

(b) the words "by the Board" were omitted.

33. For Clause 58 there shall be substituted the following Clause, that is to say:—

"51. In order that the Board may be able to verify any statement, return, account, or other information, furnished by any Owner or for the purpose of enabling the Board to secure any information that they consider necessary for the exercise or performance of any of their functions under the Scheme, any Owner shall—

(a) on demand from the Board, produce the books and accounts relating to his coal mine, for the inspection of an accountant authorised by the Board,

(b) allow any person authorised by the Board, or by the Sales Committee, to inspect and take samples of coal of any commercial description supplied from his coal mine, and any seam from which such coal is obtained, and to inspect any process used in the preparation of such coal and the weighing and despatch thereof."

34. Clauses 59 to 61 shall be renumbered 52 to 54 respectively.

35. For Clause 62 there shall be substituted the following Clause, that is to say:—

"55.—(1) Any Owner who, during any period for which a quota is determined, raises or allows to be raised an output of coal or any class of coal, or supplies or allows to be supplied a tonnage of coal or any class of coal for export supply, in excess of the corresponding quota (after allowing for any shortage carried forward under Clause 33 of the Scheme and any arrangement under Clause 34 of the Scheme whereby a quota may be exceeded), shall pay to the Board on demand a penalty, in respect of each ton or part of a ton of such excess, of the same amount per ton as is prescribed for the time being under rules made under Clause XI of the Central Scheme for exceeding the corresponding allocation:

Provided that—

(i) until the coming into force of such rules the penalty shall be 2s. 6d. (two shillings and sixpence) per ton;

(ii) where, in any period for which quotas have been determined, a quota for output of coal or any class of coal has been exceeded, and the quota for export supply

of coal or that class of coal has also been exceeded, one penalty only shall be payable in respect of such excesses, calculated upon the amount of the excess over the quota for output or the excess over the quota for export supply, whichever shall be the greater.

(2) The Board shall, before the coming into force of any rules made under Clause XI of the Central Scheme, notify each Owner of the amount per ton which will be payable in consequence thereof for exceeding any quota."

36. Clause 63 shall have effect as if—

- (a) it were renumbered "56"; and
- (b) the words "or inland supply" were omitted.

37. For Clauses 64 to 66 inclusive there shall be substituted the following Clauses, that is to say:—

"57. Subject to the proviso to Clause 30G (5) any Owner who supplies coal otherwise than under and in accordance with the terms of a Permit shall pay to the Board on demand a penalty at the rate of 5s. 0d. (five shillings) for each ton or part thereof so supplied.

58. Any Owner who omits to render to the Board, or any person authorised on their behalf, any return, account or information required under the provisions of the Scheme, shall pay to the Board on demand in respect of each day of such default a sum not exceeding £5 (five pounds).

59. Any Owner who fails to comply with the provisions of Clause 51 of the Scheme shall pay to the Board on demand a penalty of £20 (twenty pounds) for each day of such default.

60. Any Owner who fails to comply with any provision of the Scheme, for a breach of which no specific penalty is therein provided, shall pay to the Board on demand a sum of £50 (fifty pounds) in respect of each such failure:

Provided that the Board may remit the whole or any part of such penalty having regard to the extent that, in the opinion of the Board, the breach has not injured or prejudiced the interests of the other Owners."

38. Clause 67 shall have effect as if—

- (a) it were renumbered "61";
- (b) the references were to Clauses 55, 57, 58, 59 and 60 of the Scheme instead of to Clauses 62, 64, 65 and 66; and
- (c) in the proviso thereto the reference were to Clause 63 of the Scheme instead of to Clause 69.

39. Clause 68 shall have effect as if—

- (a) it were renumbered "62"; and
- (b) the references were to Clauses 22 and 28 of the Scheme instead of to Clauses 22, 28 and 40.

40. Clause 69 shall have effect as if—

- (a) it were renumbered "63"; and
- (b) the word "of" before the word "specifying" were omitted.

41. For Clauses 70 to 73 inclusive there shall be substituted the following Clause, that is to say:—

"64.—(1) Any Owner who is aggrieved by any act or omission of the Board, or of any other persons in respect of their functions under the Scheme, shall within fourteen

days of the date of any notice of the matter, or, where no notice is given, within fourteen days after he first becomes aware of the matter, be entitled, by giving notice in writing to the Board, to require that the matter be referred to arbitration in accordance with the provisions of this Clause:

Provided that if any Owner requires any determination of the annual basic tonnage of his coal mine made under Clause 30A hereof, to be referred to arbitration, he shall give such notice in writing to the Board as aforesaid within seven days of the date of the notice of such determination.

(2) Where any determination of—

(a) the tonnage of coal which may be supplied from the coal mine of any Owner to his excluded works, or

(b) the output or export supply standard tonnage of coal or of any class of coal of any coal mine, or

(c) the basic tonnage of any coal mine, is required to be referred to arbitration, it shall be referred to a Standard Tonnage Arbitrator appointed by unanimous resolution of the Board or failing such unanimous resolution by the County Court Judge for Cumberland and Westmorland (No. 3 District). Such appointment shall be for such period as may be decided by the Board.

(3) A panel of arbitrators shall be prepared by the Board, and submitted for approval to the County Court Judge for Cumberland and Westmorland (No. 3 District). Where any matter other than those mentioned in the last preceding sub-clause is required to be referred to arbitration, it shall be referred to such arbitrator on the panel as may be appointed by agreement between the Board and the Owner who requires the matter to be referred, or, failing such agreement, by the County Court Judge for Cumberland and Westmorland (No. 3 District).

(4) Upon receipt of a notice requiring that any matter be referred to arbitration, the Board shall forthwith refer the matter to the appropriate arbitrator, and the arbitrator shall forthwith give such directions as to the conduct of the arbitration as he may think fit, and after hearing any party to the arbitration who desires to appear and be heard shall make his award.

(5) Where the annual basic tonnages of all the coal mines are referred to the Standard Tonnage Arbitrator under the provisions of Clause 30A of the Scheme—

(a) every owner shall be deemed to have referred to arbitration the basic tonnage of his coal mine and to be a party to the arbitration;

(b) if the arbitrator considers that the basic tonnage of any coal mine should be diminished, he shall before making his award give notice of his decision to the Owner thereof, and that Owner may submit any further evidence or reasons why such tonnage should not be diminished; and

(c) the arbitrator shall so proceed with the reference that if possible his award is made within 14 days of the reference to him.

42. Clause 74 shall have effect as if—

- (a) it were renumbered "65";
- (b) the words "of the Board" were omitted; and

(c) the reference were to Clause 61 of the Scheme instead of to Clause 67.

43. Clause 75 shall have effect as if—

- (a) it were renumbered "66"; and
- (b) the words "of the Board" and "by the Board" were omitted.

44. Clause 76 shall have effect as if—

- (a) it were renumbered "67"; and
- (b) after the word "Board" there were inserted the words "or of any other persons in respect of their functions under the Scheme".

45. Clause 77 shall have effect as if—

- (a) it were renumbered "68";
- (b) the references were to Clauses 43 and 44 of the Scheme instead of to Clauses 50 and 51; and
- (c) in the proviso thereto for the word "that" where it appears after the words "(if any)" there were substituted the word "as".

46. Clause 78 shall have effect as if it were renumbered 69 and the references were to Clauses 43 and 44 of the Scheme instead of to Clauses 50 and 51.

47. Clause 79 shall be renumbered 70.

48.—(A) Notwithstanding the repeal hereby made of Clauses 36 to 44 (inclusive) and Clause 64 such clauses shall remain in full force and effect as regards coal supplied after the date when the amendments hereby made come into force under contracts made before such date.

(B) The amendments hereby made in the Scheme shall not—

(i) affect the previous operation of the Scheme or anything duly done or suffered thereunder:

(ii) affect any liability or penalty resulting from any contravention of or failure to comply with any of the provisions of the Scheme which took place before the date when the amendments hereby made came into force.

(C) All such investigations, legal and other proceedings may be had, instituted and continued and notices served as may be necessary or proper for the purpose of enforcing any liability or recovering any penalty resulting as aforesaid and so far as relates to such investigations legal and other proceedings and notices such of the provisions of the Scheme as are hereby amended or repealed shall remain in force.

COAL MINES ACT, 1930.

THE MIDLAND (AMALGAMATED) DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by subsection (4) of Section 3 of the said Act, the Board of Trade

have made the Midland (Amalgamated) District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the Midland (Amalgamated) District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I of the Schedule to the said Order in addition to the matters mentioned in subsections (2) and (3) of the said Section 3 and for the matters specified in Part II of the said Schedule in substitution for the matters mentioned in paragraphs (a), (e), (f) and (k) of subsection (2) of the said Section 3;

And whereas it is provided by Clause 26 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 26 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme;

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the Midland (Amalgamated) District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and prescribe the 1st day of August, 1936, as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said 1st day of August, and any Owner is required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 29th day of July, 1936.

Harry Crookshank,
Secretary for Mines.

Board of Trade,
Mines Department,
Dean Stanley Street,
Millbank, London, S.W.1.

29th day of July, 1936.

SCHEDULE.

1. Clause 2 shall have effect as if:—

(i) there were added the following definition:—

"(r) "Low Temperature Coking Supply" means inland supply to low temperature coking plants to be used thereat in the manufacture of smokeless fuel"; and

(ii) in paragraph (m) the number 15 were 14.

2. Clause 4 shall have effect as if after the word "regulating" there were inserted the words "and facilitating" and as if after the word "regulated" there were inserted the words "and facilitated".

3. Clause 6 of the Scheme shall be deleted.

4. Clause 7 shall be re-numbered 6 and shall have effect as if:—

(i) from the headline there were deleted the words "second and subsequent".

(ii) in sub-Clause (a) the words "The first retirement shall take place at the 30th day of June, 1932" were deleted;

(iii) in sub-Clause (b) the words "(except 1931)" were deleted; and the number 15 were 14; and

(iv) there were added to sub-Clause (b) the following paragraph, that is to say:—
"There shall also be elected with each representative a substitute representative to attend meetings of the Executive Board in the absence of such representative and the election of such substitute representatives shall be made in the manner and upon the basis in this Clause defined for the election of representatives. Such substitute representatives shall retire at the same time as members of the Board."

5. Clause 8 of the Scheme shall be re-numbered 7 and shall have effect as if:—

(i) The proviso to sub-Clause (b) were deleted;

(ii) The proviso to sub-Clause (c) were deleted.

6. Clause 9 of the Scheme shall be re-numbered 8 and shall have effect as if:—

(i) in sub-Clause (a) the following words were deleted "but the first Chairman shall hold office from the date of his election to the 30th day of June, 1932";

(ii) In sub-Clause (e) the words "(except 1931)" and "period or" were deleted;

(iii) In sub-Clause (f) the words "Clauses 12, 18 and 19 hereof and Clause 14 of the Regulations set forth in the Schedule hereto" were deleted and the following words substituted therefor, namely: "Clauses 11, 30, 31, and 32 hereof";

(iv) In sub-Clause (g) the reference "8(c)" were altered to "7 (c) hereof" and in paragraph (ii) of sub-Clause (g) the following words were deleted, that is to say:—"and if the Standard Tonnages have not been determined to the output of each Section during the year ended 31st March, 1928".

7. Clause 10 shall be renumbered 9 and shall have effect as if for the words "an Accountant" there were substituted the words "a person".

8. Clause 11 shall be renumbered 10; and in sub-Clause (1) thereof the words "as soon as possible after the Appointed Day" shall be deleted.

9. Clause 12 shall be renumbered 11 and shall have effect as if:—

(i) In sub-Clause (a) the following words were prefaced "Subject to the provisions of Clause 20 (11) of the Scheme";

(ii) The first paragraph of sub-Clause (d) after the word "namely" were deleted and the following new paragraph substituted therefor, namely:—

"The total output of each Coal owner during each quarter of the year shall be ascertained and communicated by every such Coalowner to the Secretary not later than the fifth day of the next succeeding quarter"; and

(iii) the last paragraph of sub-Clause (d) were deleted.

10. Clause 13 shall be renumbered 12.

11. Clause 14 shall be renumbered 13 and shall have effect as if:—

(i) In sub-Clause (a) after the word "Sections" there were inserted the words "or appointed as provided in the Scheme (as the case may be)";

(ii) The words "(iv) the Central and Sectional Sale Committees referred to in the Schedule hereto" were deleted; and

(iii) At the end of sub-Clause (a) thereof the following words were added, that is to say:—

"(iv) a District Co-ordinating Committee; and

(v) Five Sectional Co-ordinating Committees"; and

(iv) In sub-Clause (b) after the word "re-election" the words "or re-appointment (as the case may be)" were inserted; and the words "The first retirement shall take place at the 30th day of June, 1932" were deleted.

(v) At the end of sub-Clause (c) there were added the words "or appointment (as the case may be)".

12. Clause 15 of the Scheme shall be re-numbered 14 and shall have effect as if:—

(i) In sub-Clause (6) (a) the number 14 were 13.

(ii) In sub-paragraph (i) of paragraph (b) of sub-Clause (7) the number 8 were 7.

(iii) Sub-paragraph (v) of paragraph (b) of sub-Clause (7) were deleted.

(iv) (i) In sub-Clause (7) (e) the words "As from the 1st day of January 1935" were deleted; the number (17) were (15); and there were added to such sub-Clause the following words, that is to say:—

"and shall also determine a Monthly Low Temperature Coking Supply Standard Tonnage for every coal mine entitled thereto under the provisions of sub-clause 16 of this Clause."

(ii) In sub-Clause (7) (f) the following words were deleted, namely:—

"and the standard tonnages so determined shall come into force on the first day of January 1935".

(v) For sub-clause (8) there were substituted the following sub-Clause, that is to say:—

"(8) The annual output standard tonnages or any of them determined in accordance with the provisions of paragraph (f) of sub-clause (7) of this Clause shall be reviewed, revised, and varied only in accordance with the provisions of sub-clause (9) of this Clause."

(vi) Sub-Clause (9) were deleted.

(vii) (a) Sub-Clause (10) were renumbered (9); and the number 8 in paragraph (a) thereof were renumbered 7.

(b) The following words were deleted from paragraph (a) thereof, that is to say:—

"by which Appeal Procedure A has been adopted."

(c) In paragraphs (b) and (c) of sub-Clause (9) the number 28 were in each case 41.

(viii) In paragraph (e) of sub-Clause (9) the words "Appeal Procedure A" were deleted; and there were substituted the words "this sub-clause".

(ix) In paragraph (f) of sub-Clause (9) the words "Appeal Procedure A" were deleted and there were substituted the words "this sub-clause."

(x) Paragraph (h) of sub-Clause (9) were deleted.

(xi) sub-Clause (11) were deleted.

(xii) sub-Clause (12) were renumbered (10) and the following words were deleted therefrom:—"and such standard tonnages shall come into operation on the 1st day of January, 1935."

(xiii) sub-Clause (13) were renumbered (11); in paragraph (f) thereof the reference "(10) and (11)" were altered to "(9)"; in paragraph (g) thereof the words "after 1935" were deleted; and in paragraph (h) thereof the words "after the 30th June 1935" were deleted.

(xiv) sub-Clause (14) were renumbered (12); paragraph (a) (i) were deleted; sub-paragraph (ii) were renumbered (i); in sub-paragraph (i) the words "during the month of April 1935 and thereafter" were deleted; sub-paragraph (iii) were renumbered (ii); sub-paragraph (iv) were renumbered (iii); and in paragraph (b) the references "(ii), (iii) and (iv)" were altered to "(i), (ii) and (iii)".

(xv) (a) sub-Clause (15) were renumbered (13); and

(b) there were deleted from sub-Clause (13) the words "of any Section" and also the words "situate in any other Section."

(xvi) sub-Clause (16) were renumbered (14); in paragraph (e) (ii) the number (14) were (12); paragraph (i) were deleted and the following new paragraph substituted herefor, that is to say:—

"(i) The Committee shall also determine for every Special Mine entitled thereto under the provisions of sub-clauses (15) and (16) of this Clause a monthly coking supply standard tonnage and a monthly low temperature coking supply standard tonnage."

(xvii) sub-Clause (17) were re-numbered (15).

(xviii) In sub-Clause (15) paragraph (c) were deleted.

(xix) There were inserted the following sub-Clause (16) that is to say:—

"Monthly Low Temperature Coking Supply Standard Tonnage."

(16) (a) The Committee shall be furnished not later than seven days prior to the expiration of each calendar month by every Coalowner concerned with an estimate of the tonnage of coal which, having regard to the relevant matters, he requires for low temperature coking supply from his coal mine during the immediately succeeding calendar month (hereinafter called "month of fixation"). Such estimated tonnage shall be deemed to be the low temperature coking supply standard tonnage of the coal mine for the month of fixation.

(b) The Committee shall have power to revise and vary in respect of any month the estimates or any of them furnished by the Coalowners concerned, regard being

had on such revision or variation to the relevant matters; and in every such case the estimates as so revised or varied shall be deemed to be an estimate furnished by the Coalowner concerned for the purposes of this sub-clause."

(xx) There were inserted the following sub-clause (17) that is to say:—

"(17) In the case of any coal mine which has a coking supply standard tonnage and a low temperature coking supply standard tonnage or either of these (as the case may be) the balance of the monthly inland supply standard tonnage of such coal mine remaining after deduction of the coking supply standard tonnage and the low temperature coking supply standard tonnage of the coal mine or either of them (as the case may be) for the month of fixation shall be deemed to constitute the inland supply standard tonnage of such coal mine for the month of fixation for all the purposes of the Scheme."

(xxi) In sub-Clause (21) there were deleted from paragraphs (b) and (c) the words "or (11) (as the case may be)"; and the figure "(10)" in each such paragraph were altered to the figure "(9)"; and in paragraph (b) the number 8 were 7.

(xxii) (a) There were deleted from sub-Clause (22) the words "or (11) (as the case may be)"; and the figure "(10)" were altered to the figure "(9)"; and

(b) The number 28 were altered to 41.

(xxiii) In sub-Clause (23) the number 8 were 7.

13. Clause 16 shall be renumbered 15 and shall have effect as if:—

(i) In sub-Clause (b) the number 15 were 14;

(ii) In sub-Clause (c) the number 28 were 41;

(iii) In sub-Clause (e) the number 14 were 13;

(iv) (a) In paragraph (i) of the proviso to sub-Clause (h) the word "pooled" were altered to the word "allotted" and the words "sub-clause (k) of this Clause" were deleted and there were substituted the following words that is to say, "Clause 29 of the Scheme."

(b) In paragraph (ii) of the proviso to sub-Clause (h) the number 18 were 31; and

(c) In paragraph (iii) the letter (m) were (k);

(v) In paragraph (i) of sub-Clause (j) the letter (m) were (k) and paragraph (iii) of that sub-Clause were deleted;

(vi) sub-Clause (k) were deleted;

(vii) sub-Clause (l) were deleted;

(viii) (a) sub-Clause (m) were re-lettered (k);

(b) In sub-Clause (k) (x) the number 18 were 31;

(c) In sub-Clause (k) (xii) the number 28 were 41.

14. Clause 17 shall be renumbered 16 and shall have effect as if:—

(i) In sub-Clause (a) the number 15 were 14;

(ii) In sub-Clause (d) the number 14 were 13;

(iii) In paragraphs (iii) and (iv) of sub-Clause (d) after the word "Coalowners" in each case there were inserted the words "and Selling Agents"; and

(iv) In paragraph (vi) of sub-Clause (d) the letter (m) were (k) and the number 16 were 15.

15. By inserting after Clause 16 the following new Clauses that is to say:—

"Supply of Coal by Coalowners."

17.—(1) On and after the first day of August, 1936 (hereinafter called the "effective date") no Coalowner shall sell or supply or agree to sell or supply any coal produced from his coal mine otherwise than through the agency of the Executive Board:

Provided that the foregoing provision shall not apply to coal:—

(a) For use in working the coal mine;

(b) For supply free or at reduced rates for the use of persons who are, or have been, employed in or about the coal mine and the dependants of persons who have been so employed; and

(c) For consumption in any excluded works (as hereinafter defined) of that Coalowner.

(2) In order to facilitate the administration of the provisions of the last sub-clause:—

(a) The coal mines in the district shall be assigned to groups;

(b) The Executive Board shall act in relation to each group through the Selling Agent for that group; and

(c) The supervision by the Executive Board over such Selling Agents shall be exercised through the Sectional Co-ordinating Committees and the District Co-ordinating Committee, in the manner hereinafter provided.

(3) Coal produced from a coal mine for supply otherwise than for the purposes specified in the proviso to sub-clause (1) of this Clause is hereinafter called "external coal," and coal for supply for such purposes is hereinafter called "internal coal."

Formation of Selling Groups.

18.—(1) Any Coalowners in a Section may on or before the first day of August, 1936, agree to form a group and thereupon the coal mines of such Coalowners shall (subject to the approval of the Executive Board) be assigned to such group. In default of such agreement or in case any coal mine in the Section shall not by the said date have been assigned to any group as aforesaid the Executive Board shall place the unassigned coal mines into any group or groups already formed in the Section or shall form the same into a new group or groups:

Provided that if all the coal mines in a Section shall be formed into groups by agreement as aforesaid the Executive Board shall approve such groups:

Provided also that the maximum number of groups in the respective Sections shall be as follows:—

In the South Yorkshire	Section:	9 Groups;
In the Derbyshire and Nottinghamshire	Section:	8 Groups;
In the West Yorkshire	Section:	4 Groups;

In the Leicestershire Section 1 Group; and
In the South Derbyshire

Section: 1 Group.

(2) At the request of a Coalowner that for the purposes of this Clause his coal mine or a mine which is part only of his undertaking shall be deemed to be in another Section, the Executive Board may transfer the said mine into such group in the other Section as they shall decide subject to the unanimous approval of the Coalowners of that group.

(3) The Executive Board may at any time with the consent of all the owners of the coal mines in two or more groups in a Section merge those groups into one group if they shall consider that such merger would facilitate the administration of the Scheme.

(4) Any Coalowner may at any time make an application to the Executive Board that his coal mine be transferred to another group in the Section and if the Executive Board shall be satisfied that such transfer is not prejudicial to the purposes of the Scheme they shall, by resolution and subject to the unanimous approval of the Coalowners of the other group, authorise the transfer and fix a date on which the transfer shall take effect.

(5) If at any time after the effective date a colliery shall be opened or re-opened in any Section, the Executive Board shall decide to which group such colliery shall be assigned for the purposes of the Scheme:

Provided that if any such colliery shall be opened or re-opened by a Coalowner owning other coal mines in the same Section the colliery shall at the request of the Coalowner be assigned to the group to which his other coal mines have been assigned.

(6) The Coalowners of any Section in which there shall exist for the time being a less number of groups than the maximum number provided for in sub-Clause (1) of this Clause shall be entitled to re-assign the coal mines of any existing group or groups into new groups by agreement of such of the Coalowners in the group or groups concerned as shall represent not less than 85 per cent. of the then existing aggregate annual supply standard tonnages of all the Coalowners in the group or groups concerned:

Provided that the total number of groups in the Section shall not at any time exceed the said maximum number.

Subject to such agreement the Executive Board if they shall be satisfied that such transfer is not prejudicial to the purposes of the Scheme shall approve the newly formed group or groups which shall then be deemed to be selling groups for all the purposes of the Scheme.

(7) The Executive Board shall exercise their functions under this Clause in a manner which is fair and equitable to each Coalowner.

Appointment of Group Selling Agencies.

19.—(1) The Coalowners of each group may on or before the first day of August, 1936, by unanimous resolution nominate a person, body of persons or corporation for appointment as the Selling Agent for that group and if the Executive Board approve of such nomination they shall appoint such person, persons or corporation the Selling Agent for that group. In default of such nomination or if they do

not approve such nomination the Executive Board shall appoint such person, body of persons or corporation as they shall decide the Selling Agent for the group:

Provided that upon the unanimous request of the Coalowners of any group the Executive Board shall or may at any time in the absence of such request terminate by reasonable notice in writing the appointment of the Selling Agent of the group whereupon another Selling Agent shall be nominated and appointed as hereinbefore in this Clause provided.

(2) Each Selling Agent shall exercise the functions hereinafter conferred upon Selling Agents under such title as may be decided upon by the Coalowners of the group with the addition of the sub-title of "Midland Selling Agency No. " and the District Co-ordinating Committee shall allot a number to complete the sub-title of each such Selling Agent.

(3) Every Selling Agent shall, by virtue of his appointment by the Executive Board, be deemed to be an officer of the Board.

Functions of Group Selling Agencies.

20.—(1) The Selling Agent for each group shall during the continuance of the Scheme act as the sole agent of each Coalowner in the group for the sale and supply of his external coal. Subject to the provisions of the Scheme the Selling Agent may enter into such contracts as he may think fit on behalf of each Coalowner for the sale and supply of such coal. Such contracts are hereinafter referred to as "supply contracts" and the expression "supply contracts" includes all sales or agreements for the sale of external coal whether any such contract shall be in writing or otherwise.

(2) The Selling Agent for each group shall conduct and manage the supply of the external coal of the Coalowners of the group to the best advantage and so as to obtain the highest price reasonably possible for each class of external coal supplied by each Coalowner in the group, and shall act in a manner which is fair and equitable to each Coalowner in the group, having regard in particular to the customers to whom, and the markets in which, each Coalowner has been accustomed to supply coal from his coal mine and to the goodwill of each Coalowner.

(3) Each Selling Agent shall so far as possible ensure that, taking into account the tonnages which may be supplied to their excluded works, the Coalowners in the group shall supply coal or any class of coal for export supply and for inland supply in any month in proportion to their respective monthly permitted supplies and that no monthly permitted output or monthly permitted supply shall be exceeded.

(4) Each Selling Agent shall observe and perform in every respect the provisions of the Scheme and comply with all directions of the Executive Board given either directly by the Board or through any Committee.

(5) Each Selling Agent may give directions to any Coalowner in the group in order to ensure that the supply contracts of such Coalowner and also any contracts entered into by a Coalowner prior to the effective date for the sale or supply of coal produced from his coal mine are duly performed and enforced.

(6) Each Coalowner shall to the exclusion of the Selling Agent be bound by and entitled to the benefit of his supply contracts and shall from time to time do all things reasonably necessary to perform and enforce any such contract and in particular to recover all moneys payable by the buyer thereunder.

(7) Except as authorised by the District Co-ordinating Committee no Coalowner shall make, allow, or give, or agree to make, allow, or give, any gift, discount, commission, rebate, extended credit, or other allowance of any kind in respect of the price, quality, quantity, or weight of the external coal comprised in a supply contract, otherwise than in accordance with the terms thereof.

(8) A Selling Agent may on the written request of a Coalowner in the group:—

(a) provide any means of transport required for the delivery of any of his external coal;

(b) invoice in the name and on behalf of that Coalowner any of his external coal;

(c) collect on behalf of that Coalowner any money payable under any supply contract:

Provided that the Coalowner shall defray the cost of any such services performed on his behalf by the Selling Agent.

(9) Each Selling Agent shall be liable for any bad debt incurred in respect of any supply contract entered into by him on behalf of any Coalowner of his group unless the Coalowners of the group shall otherwise decide.

(10) The remuneration of the Selling Agent shall be paid by the Coalowners of the group and subject to the provisions of the Schedule to the Scheme the Selling Agent shall appoint and pay the salaries wages and expenses of a General Manager and of all assistants, clerks, staff and servants required by the Selling Agent for the purposes of the Scheme and shall provide and pay for all office accommodation, equipment, and things required for carrying on the work of the Selling Agency and shall pay any compensation payable under the provisions of the Schedule hereto and any other moneys payable by the Selling Agent under the provisions of the Scheme.

(11) The Coalowners of the group shall from time to time contribute all moneys required to provide the funds for carrying on the work of the Selling Agency and any penalties incurred by the Selling Agent under the provisions of the Scheme; and all such contributions shall be paid to the Selling Agent without delay by the Coalowners of the group rateably and in proportion to the tonnage of the external coal despatched by each Coalowner of the group during the preceding calendar quarter unless the Coalowners of a group shall unanimously agree upon any other basis of contribution.

(12) Accounts between each Coalowner of the group and the Selling Agent shall be adjusted and moneys due shall be paid as soon as reasonably practicable.

(13) If a Coalowner shall at any time be prevented by reasons beyond his control from despatching or delivering coal sold on his behalf by the Selling Agent the Selling Agent shall if so requested by such Coalowner do all things possible (without prejudice to the interests of the other Coalowners of the group) to substitute other coal therefor in order as

far as practicable to accommodate the consumer and safeguard the Coalowner concerned against claims for liability for breach of contract.

(14) For the purpose of facilitating the operation of the provisions of this Clause the Selling Agent may with the unanimous consent of all the Coalowners in the group and subject to the provisions of the Scheme enter into agreements with any other Selling Agent as to the terms and conditions of the supply or sale of the external coal of the Coalowners of the group.

(15) Each Selling Agent shall so far as practicable sell the various classes of the external coal of each Coalowner of the group in the same proportions as the same were sold in the preceding year.

Excluded Works.

21.—(1) Any Coalowner who claims at any time to be the Owner of or to control or to be controlled by the Owner of any works and who desires to supply coal to those works shall notify the Executive Board and shall give such information about those works and the connection between those works and his coal mine as the Board may require. If the Board considers any such claim established the Board shall declare that those works are excluded works of that Coalowner for the purposes of the Scheme.

(2) If at any time the Executive Board shall be satisfied that a Coalowner no longer either controls or is the Owner of or is controlled by the Owner of any excluded works or that the qualities of coal required by that works cannot be produced from the coal mine of such Coalowner the Board shall declare that those works shall cease to be excluded works.

(3) Where in pursuance of the provisions of sub-clause (1) of this Clause the Executive Board has declared any works to be excluded works of any Coalowner the Executive Board shall prior to the commencement of each calendar month determine the tonnage of coal which may be supplied in such month from the coal mine of that Coalowner for consumption in his excluded works.

(4) Such monthly tonnage shall be determined having regard to the tonnage of coal supplied from the coal mine in the corresponding month of the previous year for consumption in those works; to the prospective demand for coal from the coal mine for consumption in those works; and to any other relevant circumstances.

(5) Any Coalowner shall upon notice given to him by the Executive Board furnish in writing within the period specified in the notice any information required to assist the Board in any determination of such monthly tonnages.

Constitution, Powers, and Duties of Sectional Co-ordinating Committees.

22.—(1) The Coalowners of each group in each Section shall appoint the General Manager of the Selling Agent of such group as their Representative upon a Sectional Co-ordinating Committee and all the Representatives of the groups in the Section so appointed shall together with any other person or persons nominated by the Coalowners of the Section

and appointed by the Executive Board constitute the Sectional Co-ordinating Committee for that Section with the functions in this Clause defined.

(2) Each Selling Agent in the Section shall appoint a substitute Representative to attend meetings of the Committee as a member thereof in the absence of the Representative appointed under sub-clause (1) of this Clause, such substitute Representative to be an officer of the Selling Agency of the group which appointed the Representative.

(3) The staff required by each Sectional Co-ordinating Committee shall be nominated by that Committee but shall be appointed and paid by the Executive Board, who shall also provide and pay for the necessary offices, furniture, and office equipment for the Committees and shall defray the expenses of carrying on the work of the Committees.

(4) Each Sectional Co-ordinating Committee shall nominate an Officer to be known as the "Sectional Officer" who shall be appointed and paid by the Executive Board. The Sectional Officer shall attend all meetings of the District Co-ordinating Committee hereinafter constituted but shall have no power to vote thereat, and shall among his duties:—

(a) act as Secretary to the Sectional Co-ordinating Committee;

(b) act as liaison officer between his Committee and the Sectional Co-ordinating Committees of the other Sections;

(c) give all possible assistance to the Executive Board and the District Co-ordinating Committee in connection with all matters concerning the sale of all external coal produced by the Coalowners of his Section; and

(d) generally carry out the instructions of the Committee and of the District Co-ordinating Committee.

(5) Meetings of each Sectional Co-ordinating Committee shall be held as and when required, but any Selling Agent in a Section shall be entitled at any time to require the Sectional Officer to convene on short notice a Meeting of his Sectional Committee.

(6) A quorum at meetings of the Sectional Co-ordinating Committee shall be a majority of members of the Committee and a chairman shall be elected at each Meeting from those present.

(7) Voting at Meetings of the Sectional Co-ordinating Committee shall be by show of hands only, and any member of the Committee shall be entitled to refer any matter as to which he is in disagreement with the Committee for decision by the District Co-ordinating Committee.

(8) The functions of each Sectional Co-ordinating Committee shall, subject to the directions of the Executive Board given either directly or through the District Co-ordinating Committee, be to control direct and co-ordinate the sales of external coal made by all the Selling Agents within the Section concerned. With the object of obtaining the highest price reasonably possible for every class of external coal produced by the Coalowners of the Section the Committee shall issue directions to the Selling Agents within the Section, as to the price or prices below which every class or grade of external coal of the Coalowners of

the groups shall not be offered for sale or sold, as to the terms and conditions upon which such offers or sales shall be made, and as to the period of any contracts made for the sale or supply of such coal. Without prejudice to the generality of such functions the Committee shall:—

(a) Take such steps as will ensure that the external coal of the Coalowners of different groups is not in competition and that the external coal produced in the Section is sold to the best advantage;

(b) If so authorised by the Executive Board, obtain from the Coalowners of each group in the Section returns of all sales of external coal made by the Selling Agent of the group including such relevant particulars as may be necessary to enable the Committee properly to perform their functions; and

(c) Keep records of all such sales available for inspection by or on behalf of any Selling Agent in the Section and by the District Co-ordinating Officer for whose appointment provision is hereinafter made.

Constitution, Powers, and Duties of the District Co-ordinating Committee.

23.—(1) The Members of each of the five Sectional Co-ordinating Committees shall together constitute the District Co-ordinating Committee with the functions in this Clause defined, and in the absence of any Representative his substitute Representative on a Sectional Co-ordinating Committee shall act as a Member of the District Co-ordinating Committee.

(2) The Executive Board shall appoint an Independent Chairman to preside at all Meetings of the Committee. Such Chairman shall be appointed from time to time for such period and upon such terms as the Board shall decide by a majority of not less than three-fourths of the votes cast at a Meeting of the Board.

(3) A quorum at Meetings of the District Co-ordinating Committee shall be a majority of the Members of the Committee provided that at least three of the five Sections shall be represented.

(4) Voting at Meetings of the District Co-ordinating Committee shall be by show of hands, but at any Meeting at which he is present the Independent Chairman shall have power to decide any question on which the Members of the Committee present at any Meeting shall not arrive at a unanimous decision other than questions of policy referred to the Executive Board under paragraph (c) of sub-clause (9) of this Clause.

(5) The staff required by the District Co-ordinating Committee shall be appointed and paid by the Executive Board who shall also provide and pay for the necessary offices, furniture, and office equipment for the Committee, and the expenses of carrying on the work of the Committee.

(6) The Executive Board shall appoint and pay an Officer (to be known as the "District Officer") whose functions shall include attendance at all Meetings of the Committee (but without power to vote); the general oversight of the work of the Committee; and who shall act as a liaison officer with the five Sectional Officers.

(7) Meetings of the District Co-ordinating Committee shall be held as and when required, and the District Officer shall be entitled to convene Meetings on short notice so as to ensure that all matters referred to the Committee shall be decided with as little delay as possible.

(8) Any Member of the District Co-ordinating Committee dissatisfied with a decision of the Committee shall be entitled at the Meeting at which the decision is arrived at to give notice to refer such decision to the Sales Arbitrator hereinafter provided for and thereupon reference shall be made accordingly.

(9) The functions of the District Co-ordinating Committee shall subject to the directions of the Executive Board be to control, direct and co-ordinate the work of the five Sectional Co-ordinating Committees and for that purpose the Committee shall comply with the requirements of the Central Scheme relating to the sale or supply of coal, and shall also have power to issue directions to the Sectional Co-ordinating Committees in relation to their duties as hereinbefore defined and in order to ensure that the external coal of the Coalowners of different groups is not in competition and that the external coal produced in the District is sold to the best advantage. Without prejudice to the generality of such functions the Committee shall:—

(a) prepare and direct the adoption of standard conditions of sale for external coal or any class of external coal such conditions of sale to be used by all Selling Agents in the District;

(b) appoint (if so decided) sub-Committees to deal with specific matters or particular branches of trade, the resolutions appointing such sub-Committees to define their functions, and the decisions of any sub-Committee to be subject to approval and confirmation by the Committee; and

(c) refer to the Executive Board all questions of policy upon which the Committee are unable to come to a unanimous decision.

Determination of Trade Shares.

24.—(1) Immediately after the termination of every year ending on the 30th day of April (in this Clause termed "trade year") the Executive Board shall ascertain the tonnage of external coal despatched by each Coalowner in the District for inland supply during such year, and also the total of the monthly permitted inland supplies of each such Coalowner for that year excluding tonnages supplied to excluded works.

(2) Subject to any addition made under the provisions of sub-clause (6) hereof the trade share of each Coalowner in the District in respect of each trade year shall be that proportion of the aggregate tonnage of external coal despatched for inland supply by all the Coalowners in the District during that year which the total of his monthly permitted inland supplies for that year bears to the aggregate of the permitted inland supplies of all those Coalowners for that year (after deduction in each case of any tonnages of coal supplied to excluded works).

(3) If in any trade year the total tonnage of external coal despatched by any Coalowner for inland supply shall be less than his trade

share for that year, such Coalowner shall be paid compensation at the rate of two shillings and sixpence per ton in respect of such deficiency. Such compensation shall be paid out of the separate account referred to in sub-clause (4) of this Clause.

(4) If in any trade year the total tonnage of external coal despatched by any Coalowner for inland supply shall be more than his trade share for that year, such Coalowner shall pay a contribution to the Executive Board in respect of such excess at the rate of two shillings and sixpence per ton. Such contributions shall be kept in a separate account as part of the District Fund.

(5) No compensation shall be payable in respect of deficiencies of trade shares caused by inability on the part of a Coalowner to despatch his coal due to a stoppage at his coal mine arising from an industrial dispute or due to an accident or breakdown at the coal mine of the Coalowner; nor shall compensation be payable where a deficiency is caused by the neglect or refusal of the Coalowner concerned to despatch the coal sold on his behalf by his Selling Agent or to carry out the proper orders and directions of his Selling Agent or of any other person or body in pursuance of their functions under the Scheme.

(6) The tonnage in respect of which no compensation is payable under the provisions of the last preceding sub-clause shall be divided among the other Coalowners in the District so that the share of each shall be that proportion which the total of his monthly permitted inland supplies for that year bears to the aggregate of the monthly permitted inland supplies of all those other Coalowners for that year (after deduction in each case of any tonnages of coal supplied to excluded works). The share thus calculated for each Coalowner shall be added to his trade share for that year calculated under sub-clause (2) hereof.

(7) Every Coalowner liable to pay contribution shall pay the same on demand to the Trustees, and every Coalowner entitled to compensation shall be paid the same by the Trustees as soon as the state of the account shall allow.

(8) The period from the 1st day of August, 1936, to the 30th day of April, 1937, shall be deemed to be a trade year for all the purposes of this Clause.

Existing Contracts.

25.—(1) Each Coalowner shall as soon as possible after the effective date send to his Selling Agent such particulars as may be required of all contracts for the sale or supply of external coal to which he is a party, and which are current on the effective date.

(2) If on the effective date any Coalowner shall be bound by a contract entered into before that date to permit any person, firm or company to act as his Agent for the sale or supply of his external coal nothing in the Scheme shall invalidate such contract or prevent the performance thereof by the Coalowner:

Provided that the Coalowner shall exercise his rights under any such contract in accordance with directions from time to time issued to him for that purpose by his Selling Agent.

Sale of Coal to or through Distributors.

26.—(1) For the purpose of ensuring that the terms and conditions of supply contracts are duly performed and observed no Selling Agent shall after the coming into force of any Register kept for the purpose of this Clause enter into a contract for the sale or supply of external coal to or through the agency of any distributor whose name is not upon such Register.

(2) For the purposes of this Clause the Executive Board may keep a Register on which shall be entered the name of any distributor who gives to the Executive Board an undertaking in a form prescribed by them:—

(i) To observe the conditions of any supply contract relating to the re-sale of coal comprised therein; and

(ii) To permit such inspection of his books or accounts by an accountant appointed by the Executive Board as may be reasonably necessary to determine whether such conditions have been observed.

If any distributor acts in breach of his undertaking the Executive Board shall remove his name from the Register, unless they are satisfied that the purposes of this Clause will not be prejudiced if his name remains upon the Register.

The name of any distributor which has been removed from the Register shall not be restored nor shall the name of any distributor controlled by such first-mentioned distributor be entered on the Register unless the Executive Board are satisfied that the purposes of this Clause will not be prejudiced by such restoration or entry.

(3) In this Clause "distributor" includes any exporter, factor, merchant, dealer, or other person whose business includes the supply and sale of coal.

26A. The Executive Board may enter into contracts with any persons for the purpose of facilitating the operation of the provisions of the Scheme.

Obligations of the Coalowners and the Selling Agents.

27. In connection with the sale or supply of the coal produced by each Coalowner:—

(a) Every Coalowner and Selling Agent shall keep or cause to be kept all necessary and proper books of account and records in connection with the sale or supply of coal under the provisions of the Scheme.

(b) Every Coalowner shall immediately after the end of each calendar month furnish to his Selling Agent and the Selling Agent shall as soon as practicable thereafter furnish to the Sectional Co-ordinating Committee, a Certificate in such form as shall be prescribed stating whether during such month the Coalowner and the Selling Agent have each made full and proper compliance with the provisions of the Scheme, and with all directions, decisions, instructions and resolutions given or made thereunder so far as the same shall during such month have been applicable to such Coalowner or Selling Agent.

(c) Every Coalowner shall furnish to his Selling Agent on demand such particulars as may be required concerning the sale or supply of coal to the excluded works of such Coalowner.

(d) No Coalowner shall take any action whereby the price at which the Selling Agent shall have offered for sale the external coal of that Coalowner shall be reduced; or whereby the Coalowner shall receive for his external coal less in value than the price at which such coal shall be sold by his Selling Agent, or whereby the terms of any supply contract for the sale of his external coal shall be varied without the consent of his Selling Agent.

(e) No Selling Agent or servant or employee of any Selling Agent shall disclose to any unauthorised person any information obtained by him in the performance of his duties under the Scheme.

Provisions for Settling Disputes regarding the Sale of Coal.

28.—(1) Any Coalowner who complains of any act or omission of any other Coalowner in his group concerning the sale of his external coal, or the supply of internal coal to his excluded works, or is aggrieved by any act or omission of his Selling Agent, shall have the right to refer the matter for decision by the Sectional Co-ordinating Committee for that Section.

(2) Any Selling Agent who complains of any act or omission of any other Selling Agent in the same Section shall have the right to refer the matter for decision by the Sectional Co-ordinating Committee for that Section.

(3) Any Selling Agent who complains of any act or omission of a Selling Agent in another Section shall have the right to refer the matter for decision by the District Co-ordinating Committee.

(4) Any Coalowner who is aggrieved by or any Selling Agent who complains of any decision of the Sectional Co-ordinating Committee for his Section, shall have the right to refer the matter for decision by the District Co-ordinating Committee.

(5) Any Sectional Co-ordinating Committee which complains of any act or omission of any other Sectional Co-ordinating Committee shall have the right to refer the matter for decision by the District Co-ordinating Committee.

(6) Any Coalowner or Selling Agent shall be entitled to refer any matter dealt with under the foregoing provisions of this Clause and any Coalowner aggrieved thereby may refer any other act or omission of the Executive Board or other persons in pursuance of their functions under the Scheme concerning the sale or supply of external coal or the supply of internal coal to excluded works for decision by the Arbitrator whose appointment is provided for in the next succeeding sub-clause and the decision of such Arbitrator shall be final and binding upon all parties concerned.

(7) The Executive Board shall by resolution passed by a majority of at least three-fourths of the Members of the Board present and voting appoint an Arbitrator (to be known as "Sales Arbitrator") who shall hear and determine all matters referred to him under the provisions of this Clause. Failing such resolution the appointment shall be made by the President of the Incorporated Law Society from a panel of names to be submitted to him

by the Executive Board. The Sales Arbitrator shall be appointed for such period and upon such terms as the Executive Board shall decide.

(8) Any reference under this Clause shall be made in writing to the Sales Arbitrator by the Coalowner or Selling Agent within seven days of any notice of the matter or where no notice is given within seven days after he first becomes aware of the matter; and if possible all decisions of the Sales Arbitrator shall be given within seven days from receipt by him of any such reference.

(9) Where any act, decision, or resolution of the Executive Board or of any other persons in respect of their functions under the Scheme in relation to the sale and supply of coal has been referred to arbitration under this Clause the Coalowner or Selling Agent concerned shall be bound thereby pending the decision of the Arbitrator.

(10) No person shall be competent to act as Sales Arbitrator if he is financially interested directly or indirectly in the ownership or working of any coal mine or any concern comprising coal mines situate in the District.

Transfers of Quota Tonnage.

29.—(i) Save as provided in Clause 15 (k) hereof no Coalowner shall at any time transfer any monthly permitted output or monthly permitted supply (in this Clause called "quota tonnage") to any other Coalowner except as in this Clause provided.

(ii) A Coalowner desirous of transferring any quota tonnage not required for the output or supply of coal or the class of coal from his coal mine shall forthwith give to his Selling Agent notice specifying the amount of quota tonnage which he desires to transfer.

(iii) Immediately upon receipt of such notice the Selling Agent shall offer such quota tonnage to the other Coalowners of the group at the price specified by the Coalowner desiring to transfer the tonnage, such price not to exceed:—for output quota one shilling and threepence per ton; for inland supply quota one shilling and threepence per ton; and for export supply quota sixpence per ton.

(iv) Within two days after the making of such offer, the other Coalowners of the group shall notify the Selling Agent what part of such quota tonnage they wish to buy and thereupon the Coalowner desiring to transfer such tonnage shall be deemed to have agreed to sell at the price aforesaid to the Coalowners so notifying the Selling Agent the respective amounts of quota tonnage which they wish to buy and such latter Coalowners shall be deemed to have agreed to buy the same.

(v) If however the aggregate amount which the Coalowners have notified their wish to buy exceeds the amount of the quota tonnage offered for sale the amount offered shall be allotted among the Coalowners who wish to buy in proportion as nearly as may be to their respective total deliveries of coal in the month prior to the date of service by the Selling Agent of the offer, but so that no Coalowner shall be allotted an amount greater than that which he notified a wish to buy.

(vi) The Selling Agent shall on expiry of the two days referred to in paragraph (iv) of this Clause inform the Coalowner offering quota

tonnage for sale how much of such quota tonnage is deemed to be sold to other Coalowners of the group under this Clause and the remainder (if any) of the quota tonnage so offered may be disposed of by the Coalowner as he thinks fit; and the Selling Agent shall as soon as possible inform the Coalowners who have notified a wish to buy how much they are deemed under this Clause to have agreed to buy.

(vii) No Coalowner of a group shall without the previous consent in writing of his Selling Agent purchase or acquire any quota tonnage from any Coalowner in any other group.

(viii) Notwithstanding the provisions of this Clause a Coalowner may transfer quota tonnage to another Coalowner in any case where either Coalowner owns or controls the coal mine of the other.

(ix) Notice in writing of any arrangement to exceed and reduce monthly permitted outputs and monthly permitted supplies under this Clause must be given to the Secretary by the parties thereto within twenty-four hours of the making of the arrangement.

Penalties for Breach of the Selling Provisions of the Scheme, as to Minimum Prices and the Sale or Supply of Coal.

30.—(1) Any Coalowner who, except for the purpose of performing any such contract as is referred to in Clause 25 of the Scheme:—

(a) sells or supplies, or agrees to sell or supply, his external coal otherwise than in accordance with the terms and conditions of a supply contract; or

(b) sells or supplies or agrees to sell or supply any coal produced from his coal mine to his excluded works either at a price below the minimum price fixed for the time being for that class of coal, or in any manner whereby the actual consideration obtained by or charged for the supply of that coal is less in value than such minimum price, shall pay to the Trustees on demand made by the Executive Board the sum of five shillings for every ton of coal so sold or supplied or agreed to be sold or supplied.

(2) Any Coalowner who contravenes or fails to comply with any direction given by his Selling Agent as to:—

(a) the performance and enforcement of his supply contracts; or

(b) the performance and enforcement of any contract entered into by a Coalowner prior to the effective date for the sale or supply of coal produced from his coal mine; or

(c) as to the exercise of any of his rights arising out of any such contract as is referred to in Clause 25 (2) hereof, shall pay to the Trustees on demand made by the Executive Board the sum of five shillings for every ton of coal comprised in the contract or that part of the contract, as the case may be, to which the direction relates.

(3) Any Selling Agent who, in entering into any supply contract:—

(a) contravenes or fails to comply with any direction of the Executive Board given directly by the Executive Board or through any Committee;

(b) contravenes or fails to comply with any of the provisions of Clause 28 of the Scheme; or

(c) contravenes or fails to comply with any of the provisions of Clause 33 (4) of the Scheme,

shall pay to the Trustees on demand made by the Executive Board the sum of five shillings for every ton of coal comprised in any such supply contract.

(4) Any Coalowner who aids, abets, counsels or procures any Selling Agent in entering into any such supply contract as is described in the last preceding sub-clause shall pay to the Trustees on demand made by the Executive Board, the sum of five shillings for every ton of coal comprised in any such supply contract.

(5) If any Coalowner or Selling Agent shall contravene or fail to comply with any provisions of the Scheme, in respect of the breach or contravention of which no penalty is herein provided, or in respect of which no tonnage of coal is involved, the Coalowner or Selling Agent as the case may be, shall pay to the Trustees on demand made by the Executive Board the sum of £50 for each such contravention or failure, and the further sum of £50 for every day on which the contravention or failure occurs or continues.

(6) All penalties payable under this Clause shall be paid by the Coalowner or the Selling Agent, as the case maybe, on demand, and the amount collected by the Trustees shall be paid into the District Fund."

16. Clause 18 shall be renumbered 31; and shall have effect as if in sub-Clause (5) thereof the number 15 was 14.

17. Clause 19 shall be renumbered 32 and for sub-Clause (c) thereof there shall be substituted the following sub-Clause, that is to say:—

"(c) Any Coalowner who neglects to afford or refuses or allows to be refused the inspection of his books by a person duly authorised:—

(i) for the purpose of verifying any return, account or other information required under the provisions of the Scheme, or

(ii) for the purpose of supplying any other information required under the provisions of the Scheme, shall pay to the Board a penalty not exceeding £20 (twenty pounds) for each day of such neglect or refusal."

18. Clause 20 shall be deleted and the following Clause substituted therefor, that is to say:—

"Classification of Coal and Minimum Prices.

33.—(1) Subject to the provisions of Clause 13 (c) and (d) of the Scheme the District Coordinating Committee shall:—

(a) determine the class to which any coal produced in the district belongs for any purpose; and

(b) fix a minimum price per ton of 20 cwt. for each such class below which price coal of that class (exclusive of coal supplied under the provisions of paragraph (b) of the proviso to sub-clause (1) of Clause 17 of the Scheme) shall not be sold or supplied by or on behalf of any Coalowner:

Provided that different prices may be fixed for any class of coal for supply to or for resale or consumption in different areas or places.

(2) From time to time upon application by any Coalowner or otherwise the District Co-ordinating Committee may revise such classification or any minimum price as may appear to them fair and equitable.

(3) Any classification or minimum price fixed by the District Co-ordinating Committee shall forthwith be communicated to the Coalowners concerned.

(4) As from the date when a minimum price is fixed for any class of coal under the provisions of the Scheme neither a Coalowner supplying coal of that class to an excluded works nor any Selling Agent shall, either directly or indirectly:—

(i) sell or supply the coal at a price below the appropriate minimum 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 appropriate minimum price so fixed; or

(iii) allow or give, or agree to allow or give, any discount, commission, rebate, extended credit or allowance in respect of the price, quality, quantity or weight of the coal or otherwise whereby the actual consideration obtained on the sale or supply of the coal is less in value than the appropriate minimum price so fixed."

19. By inserting after Clause 33 the following Clause, that is to say:—

"33A. The Executive Board may from time to time, where it appears desirable to them to do so, make rules defining, in relation to any trade, industry or other category of consumer supplied, or to any mode of transport or delivery, when loading or supply shall be deemed to take place for any of the purposes of the Scheme."

20. Clauses 21, 22, 23, 24, 25, 26, 27, 28, and 29 of the Scheme shall be renumbered 34, 35, 36, 37, 38, 39, 40, 41, and 42 respectively.

21. Clause 35 shall have effect as if the words:—

"Except where otherwise provided in the Scheme" were inserted at the commencement thereof.

22. Clause 36 shall have effect as if the words "(except as herein otherwise provided)" were inserted after the word "shall" where that word first occurs.

23. Sub-Clause (c) of Clause 38 shall have effect as if the number 12 were 11 wherever that number occurs.

24. Clause 39 shall have effect as if the number 8 were 7.

25. Sub-Clause (e) of Clause 41 shall have effect as if the words "or Selling Agent" were inserted after the word "Coalowner" wherever that word occurs.

26.—(i) Sub-Clause (f) of Clause 41 shall have effect as if the words "or Committee (as the case may be)" were deleted and the words "or any other persons in respect of their functions under the Scheme" were substituted therefor;

(ii) Sub-Clause (g) of Clause 41 shall have effect as if after the words "Executive Board"

there were inserted the words "or any other persons in respect of their functions under the Scheme"; and

(iii) Clause 42 shall have effect as if after the words "Executive Board" there were inserted the words "or any other persons in respect of their functions under the Scheme."

27. The Schedule to the Scheme shall be deleted and the following Schedule substituted therefor, that is to say:—

"The Schedule referred to.

(1) On and from the effective date each Selling Agent shall take over such of the members of the staff of each Coalowner of the group as shall prior to the said date have been engaged upon or in connection with the sale of coal, and shall be willing so to be taken over (such members being in this Schedule called "Sales Employees").

(2) The terms and conditions of employment of each Sales Employee shall be identical so far as practicable with the terms and conditions of his service with the Coalowner at the effective date:

Provided that the Selling Agent may by agreement with the Sales Employee vary any of such terms and conditions of service.

(3) If any Sales Employee shall have been a member of any Staff Pension or Benefit Fund in operation at or in relation to the coal mine of the Coalowner employing him and if he shall (subject to sub-clause (4) of this Clause) be entitled to retain his membership of such Fund, the Selling Agent may from the effective date pay any proportion of the contribution due to such Fund formerly paid by the Coalowner on behalf of the Sales Employee.

(4) If during a period of five years from the effective date the Selling Agent shall dispense with the services of any Sales Employee for reasons other than misconduct or incapacity the Selling Agent shall pay to the Sales Employee such fair and equitable compensation as shall be fixed by the Coalowners of the group concerned."

28. (A) Notwithstanding the repeal hereby made of Clause 20 and paragraphs 7 to 14 (inclusive) of the Schedule such clause and paragraphs shall remain in full force and effect as regards coal supplied or shipped after the date when the amendments hereby made come into force under contracts made before such date.

(B) The amendments hereby made in the Scheme shall not—

(i) affect the previous operation of the Scheme or anything duly done or suffered thereunder:

(ii) affect any liability or penalty resulting from any contravention of or failure to comply with any of the provisions of the Scheme which took place before the date when the amendments hereby made came into force.

(C) All such investigations, legal and other proceedings may be had, instituted and continued and notices served as may be necessary or proper for the purpose of enforcing any liability or recovering any penalty resulting as aforesaid and so far as relates to such investigations legal and other proceedings and notices such of the provisions of the Scheme as are hereby amended or repealed shall remain in force.

COAL MINES ACT, 1930.

THE SHROPSHIRE DISTRICT (COAL MINES) SCHEME, 1930.

Whereas by subsection (5) of Section 1 of the Coal Mines Act, 1930, it is provided that any Scheme may be amended with the approval of the Board of Trade in manner provided by the Scheme;

And whereas in pursuance of powers conferred upon them by subsection (4) of Section 3 of the said Act, the Board of Trade have made the Shropshire District (Coal Mines) Scheme (Amendment) Order, 1936, which provides that the Shropshire District (Coal Mines) Scheme, 1930, may be amended so as to provide for the matters specified in Part I of the Schedule to the said Order in addition to the matters mentioned in subsections (2) and (3) of the said Section 3 and for the matters specified in Part II of the said Schedule in substitution for the matters mentioned in paragraphs (e) and (f) of subsection (2) of the said Section 3;

And whereas it is provided by Clause 33 of the said Scheme (*inter alia*) that any alteration in the provisions of the Scheme shall be operative from such date as may be prescribed by the Board of Trade;

And whereas in pursuance of the said Clause 33 the amendments of the said Scheme set out in the Schedule hereto have been submitted to the Board of Trade by the Executive Board elected under the provisions of the said Scheme:

Now therefore the Board of Trade in pursuance of the powers conferred upon them by subsection (5) of Section 1 of the said Act hereby approve the amendments of the Shropshire District (Coal Mines) Scheme, 1930, set out in the Schedule hereto and prescribe the 1st day of August, 1936, as the date from which the said amendments shall come into force:

Provided that where under the said Scheme as amended the Executive Board are empowered to make any determination or appointment or to obtain any information which is necessary or expedient for bringing the said Scheme as amended into operation on the said 1st day of August, and any Owner is required to furnish such information to the Executive Board, the provisions of the said Scheme as amended in relation to the matters aforesaid shall come into force on the 29th day of July, 1936.

Harry Crookshank,

Secretary for Mines.

Board of Trade,
Mines Department,
Dean Stanley Street,
Millbank, London, S.W.1.

29th day of July, 1936.

SCHEDULE.

The Shropshire District (Coal Mines) Scheme, 1930, shall be amended in the following manner:—

1. Clause 2 shall have effect as if—

(a) the definitions of the following terms were omitted:—

“Export Supply”,
“Inland Supply”,
“The customary shipping places of the District”; and

(b) there were added the following definition, that is to say:—

“Year 1935” means the year ended 31st December, 1935.

2. Clause 3 shall have effect as if in sub-clause (2) thereof after the word “regulated” there were inserted the words “and facilitated”.

3. Clause 4 shall have effect as if—

(i) after the word “regulating” there were inserted the words “and facilitating”; and

(ii) for the words “coal and the supply and sale of such coal in the District.” there were substituted the words “coal in the District and the supply and sale of such coal.”

4. Clause 5 shall have effect as if—

(a) in sub-clause (3) thereof the words “first and every succeeding” were omitted; and

(b) the reference in sub-clause (3) thereof were to Clause 28 of the Scheme instead of to Clause 29.

5. For Clause 6 there shall be substituted the following Clause, that is to say:—

“6. All the members of the Board shall retire at the annual general meeting next following their election, but they shall be eligible for re-election.”

6. Clause 8 shall have effect as if for the word “Owner” there were substituted the words “three Owners”.

7. Clause 12 shall have effect as if—

(a) there were inserted before the words “The Board” at the beginning of the Clause the words “In addition to those Sub-Committees of which the appointment is specifically provided in the Scheme”; and

(b) there were added at the end of the proviso thereto the words “unless the powers of the Board to make such a decision are delegated to the Sub-Committee”.

8. Clause 13 shall have effect as if after the word “officers” there were inserted the words “and agents”.

9. Clause 16 shall have effect as if—

(a) for the word “of” where that word appears after the word “officers” there were substituted the words “and agents appointed by”; and

(b) after the word “Owners” there were inserted the words “and any remuneration of the members of the Selling Sub-Committee”.

10. Clause 17 shall be omitted.

11. For Clause 18 there shall be substituted the following Clause, that is to say:—

“17. An annual general meeting of Owners shall be held in each year on a date to be fixed by the Board. Each annual general meeting shall be held not more than fifteen months after the date of the last preceding annual general meeting.”

12. Clauses 19 to 23 shall be renumbered 18 to 22 respectively.

13. Clause 24 shall have effect as if—

(a) it were renumbered “23”; and

(b) the words “including the expenses of the meeting summoned under Clause 17 of the Scheme” were omitted.

14. Clause 25 shall have effect as if—
 (a) it were renumbered "24"; and
 (b) in sub-clause (1) thereof the words "the first and" and "subsequent" were omitted.
15. Clause 26 shall have effect as if—
 (a) it were renumbered "25"; and
 (b) after the word "representatives" where that word first appears, there were inserted the words "the annual supply basic tonnages of whose coal mines amount to not less than 51 per cent. of the annual supply basic tonnages of all the coal mines".
16. Clauses 27 and 28 shall be renumbered 26 and 27 respectively.
17. Clause 29 shall have effect as if—
 (a) it were renumbered "28"; and
 (b) the proviso thereto were omitted.
18. Clauses 30 and 31 shall be renumbered 29 and 30 respectively.
19. Clause 32 shall be omitted.
20. Clause 33 shall have effect as if—
 (a) it were renumbered "31"; and
 (b) in paragraph (a) of the proviso thereto the reference were to Clause 28 instead of to Clause 29.
21. There shall be inserted the following Clauses, that is to say:—

Supply of Coal by Owners.

32. On and after the 1st day of August, 1936, no Owner shall supply coal from his coal mine otherwise than to or to the order of the Board:

Provided that an Owner may supply coal—

- (a) for use in working the coal mine;
- (b) free or at reduced rates for the use of persons who are or have been employed in or about the coal mine and the dependants of persons who have been so employed; and
- (c) for consumption in any excluded works of that Owner as hereinafter defined.

Excluded Works.

33.—(1) Any Owner who claims at any time to be the Owner of or to control or to be controlled by the Owner of any works and who desires to supply coal from his coal mine to those works shall notify the Board and shall give such information about those works and the connection between those works and his coal mine as the Board may require. If they consider any such claim established the Board shall declare that those works are excluded works of that Owner for the purposes of the Scheme.

(2) If at any time an Owner proves to the satisfaction of the Board that he no longer controls or is the owner of or is controlled by the owner of any excluded works or that the qualities of coal required by those works cannot be produced from his coal mine the Board shall declare that those works shall cease to be excluded works.

34.—(1) Where in pursuance of the provisions of Clause 33 of the Scheme the Board have declared any works to be excluded works of any Owner they shall forthwith determine the annual tonnage of coal which may be supplied in any year from the coal mine of that Owner for consumption in his excluded works.

(2) Such annual tonnage shall be determined having regard to the tonnage of coal supplied from the coal mine during the year 1935 for consumption in those works and to the prospective demand for coal from the coal mine for consumption in those works.

(3) Any such annual tonnage may be varied by the Board at any time—

(a) if it appears to the Board that the prospective demand for coal from the coal mine for consumption in those works in any year differs from the annual tonnage in respect thereof; or

(b) if the Board declare that any other works are excluded works of that Owner or that any works cease to be excluded works of that Owner.

(4) Notice of any determination of any such annual tonnage of any coal mine shall forthwith be given to the Owner thereof.

(5) Each Owner may within seven days before the beginning of each month give notice in writing to the Board specifying the proportion of such annual tonnage which he desires to be allocated to that month and subject to the approval of the Board such allocation shall be the monthly tonnage which may be supplied from the coal mine of that Owner in that month for consumption in his excluded works. In default of such notice or if the Board do not approve the proportion specified in such notice the Board shall allocate such monthly tonnage as may be fair and equitable, and notice thereof shall forthwith be given to the Owner.

(6) Any Owner shall upon notice given to him by the Board furnish in writing within the period specified in the notice any information the Board may require to assist them in any determination of such annual or monthly tonnages.

(7) The Board shall determine from time to time the price per ton below which coal or any class of coal shall not be supplied by Owners to their excluded works.

Sale of Coal by the Board.

35.—(1) The Board may do all things necessary or expedient for the purchase by them of coal from the Owners and for the proper and efficient conduct of the sale of such coal and without prejudice to the generality of such powers may—

(a) acquire any land, premises or plant required for such purposes, and dispose of any land, premises or plant held by them not then so required;

(b) acquire or arrange for the provision of any trucks, wagons, lorries, barges or other vehicles or vessels for the transport of coal and dispose of any such vehicles or vessels;

(c) enter into agreements with any persons or bodies of persons relating to the terms and conditions of the supply or sale of coal produced in the District or elsewhere; and

(d) grant loans to any Owner in respect of any increase of the stocks of coal normally held by him.

(2) The Board may appoint a Selling Sub-Committee who may be members of the Board or other persons, and who may be paid such remuneration as the Board may

determine, and the Board may delegate to such Sub-Committee subject to such restrictions and conditions as they think fit, such functions relating to the sale of coal as in their opinion would be better regulated or managed by such Sub-Committee.

(3) The Board may exercise the functions specified in this Clause under the name of Shropshire Associated Collieries."

22. Clause 34 shall have effect as if—

(a) it were renumbered "36"; and

(b) the words "as soon as possible after their first election, and subsequently" were omitted.

23. Clause 35 shall have effect as if—

(a) it were renumbered "37"; and

(b) the words "except for the purposes of Clauses 38 to 45 (inclusive) of the Scheme" were omitted.

24. Clause 36 shall have effect as if—

(a) it were renumbered "38"; and

(b) for the words "all the Owners" there were substituted the words "the Owners concerned".

25. Clause 37 shall be renumbered 39.

26. For Clause 38 there shall be substituted the following Clause, that is to say:—

"40.—(1) The Board shall from time to time determine an annual output standard tonnage for every coal mine, but where in the opinion of the Board it would be unfair or inequitable, owing to fluctuations in the output of a coal mine to determine an annual output standard tonnage therefor, the Board may determine each month a special monthly output standard tonnage of that coal mine.

(2) The Board may, if they think fit, distribute the standard tonnages so determined among the various classes of coal produced therefrom:

Provided that such distribution of the standard tonnages among classes of coal shall have effect for all coal mines producing those classes of coal or any of them.

(3) The Board may at any time when they consider it fair and equitable to do so, fix an annual output standard tonnage for a coal mine in respect of which they have previously determined a special monthly output standard tonnage."

27. Clause 39 shall have effect as if—

(a) it were renumbered "41";

(b) for the word "every" where that word appears for the second time there were substituted the word "the"; and

(c) the words from "and in the case of" to the end of the Clause were omitted.

28. Clause 40 shall have effect as if—

(a) it were renumbered "42";

(b) at the end of sub-clause (1) thereof for the words "such standard tonnages" there were substituted the words "the standard tonnage thereof"; and

(c) sub-clauses (2) and (3) thereof were omitted.

29. For Clauses 41 to 45 inclusive there shall be substituted the following Clauses, that is to say:—

"43. Subject as hereinafter provided any Owner may at any time apply to the Board for a revision of the annual output standard tonnage of coal or any class of coal of his coal mine on the ground that the special

circumstances of that coal mine have changed and the Board shall determine such annual output standard tonnage having regard to those circumstances.

44.—(1) If any Owner refers any determination of the annual output standard tonnage of coal of his coal mine made under Clauses 40 and 43 of the Scheme to arbitration, notice of such reference shall forthwith be sent by the Board to every Owner for whose coal mine an annual output standard tonnage has been fixed. The annual output standard tonnage of coal of every such coal mine shall thereupon be referred to arbitration and the arbitrator shall determine the annual output standard tonnage of coal of each such coal mine.

(2) For a period of twelve calendar months, calculated from the first day of the month following that in which the award of the arbitrator is made, the annual output standard tonnages of coal thus determined shall, subject to the provisions of Clause 47 of the Scheme, remain in force without revision.

45. Forthwith upon any determination of the output standard tonnages of coal or any class of coal of any coal mine the Board shall send a notice of such standard tonnages to the Owner of that coal mine and in the case of any determination of the annual output standard tonnage of coal under Clauses 40 and 43 of the Scheme such notice shall also be sent to all the other Owners.

46. Within seven days of the date of the notice of any determination of the annual output standard tonnage of coal or any class of coal of his coal mine the Owner may give notice in writing to the Board specifying the proportion of such tonnage which he desires to be allocated to each month and subject to the approval of the Board such allocations shall be the monthly output standard tonnages of coal or that class of coal of that coal mine. In default of such notice or if the Board do not approve the proportions specified in such notice, the Board may divide such annual tonnage into monthly output standard tonnages in such proportions as may be fair and equitable. The Board may at any time revise such monthly tonnages where it is fair and equitable to do so. Notice of any determination of such monthly tonnages of any coal mine shall forthwith be given to the Owner thereof.

47.—(1) Where any person purchases or otherwise acquires part of an undertaking, the Board shall determine the amount/s of the annual output standard tonnages of coal and any class of coal of the undertaking which relate to that part of the undertaking, having regard in such determination to the special circumstances of the undertaking. Subject as hereinafter provided those amounts shall be the annual output standard tonnages of coal and that class of coal of that coal mine. The amounts so determined shall be deducted from the respective annual output standard tonnages of the undertaking and the remainders shall be the annual output standard tonnages of that part of the undertaking which has not been so acquired.

(2) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking the annual output standard

tonnages of coal and any class of coal of that coal mine or the amounts determined under the last sub-clause in respect of that part of the undertaking, as the case may be, shall be added to the annual output standard tonnages of coal and that class of coal of the coal mine previously belonging to such Owner to constitute the annual output standard tonnages of the undertaking."

30. Clause 46 shall have effect as if—

(a) it were renumbered "48";

(b) for sub-clause (1) thereof there were substituted the following sub-clause, that is to say:—

"(1) The Board shall, from time to time, determine the proportion (hereafter in the Scheme referred to as "the quota") of the standard tonnage of each coal mine that may be produced therefrom"; and

(c) in sub-clause (7) the words "or supplied as the case may be" were omitted.

31. Clause 47 shall have effect as if—

(a) it were renumbered "49";

(b) for the words "quotas are" there were substituted the words "a quota has been"; and

(c) for the words "the tonnage of coal disposed of for export supply and for inland supply respectively and the output or supply as the case may be" there were substituted the words "and the output".

32. Clause 48 shall have effect as if—

(a) it were renumbered "50";

(b) the words "or the supply of" where those words first appear were omitted; and

(c) for the proviso thereto there were substituted the following proviso, that is to say:—

"Provided that where under the provisions of sub-clause (1) of Clause 40 of the Scheme a special monthly output standard tonnage has been determined for a coal mine the Owner of that coal mine may, subject to the provisions of Clause 57 of the Scheme, in the event of the output of the coal mine in any month falling short of the tonnage permitted by the quota for that month, carry forward the amount of such shortage as an addition to the tonnage permissible under the quota during the next succeeding month. No shortage shall be carried forward at the end of the period of the allocation to which such quota relates."

33. For Clauses 49 to 59 inclusive there shall be substituted the following Clauses, that is to say:—

"Supply Basic Tonnages."

51.—(1) Before the 1st day of August, 1936, the Board shall determine the annual supply basic tonnage of every coal mine.

Subject as hereinafter provided such annual supply basic tonnage shall be the average of the tonnages of coal supplied from that coal mine during the year 1935 and such one of the years ended 31st December, 1931, 1932, 1933, or 1934, as may be selected by the Owner thereof, after deduction of the tonnages of coal supplied in the year 1935 for the purposes specified in the proviso to Clause 32 of the Scheme:

Provided—

(a) that the Board shall make a special addition in respect of any strike, lock-out

or accident which prevented or restricted the supply of coal in those years from that coal mine equal to the average of the additional tonnages which, in the opinion of the Board, would have been supplied in the year 1935 and the year selected by the Owner from that coal mine but for that strike, lock-out or accident; and

(b) that the Board may make a special deduction in the case of a coal mine with a diminishing productive capacity equal to the amount by which the tonnage of coal supplied from that coal mine in the year 1936 is likely to fall below the tonnage supplied therefrom in the year 1935.

(2) The annual supply basic tonnages thus determined by the Board or awarded upon arbitration as hereinafter provided shall come into operation upon the 1st day of August, 1936, and shall remain in force without revision except in the manner hereinafter provided.

(3) If the operation of the Act be extended beyond the 31st day of December, 1937, the Board shall before the 1st day of December, 1938, and subsequently before the 1st day of December in each second year make any revision of the annual supply basic tonnage of each coal mine required on the ground that—

(a) the Owner has persistently failed to supply such quantities of coal as the Selling Committee direct or has persistently requested the Selling Committee not to direct supply; or

(b) the demand for any class of coal has increased relatively to the demand for other classes; or

(c) the productive capacity of the coal mine is diminishing:

Provided that in making any revision under paragraph (b) of this sub-clause the Board shall have regard to the extent to which such demand could have been met from the coal mines of other Owners.

(4) The annual supply basic tonnages determined by the Board under the last preceding sub-clause or awarded upon arbitration as hereinafter provided shall come into operation on the 1st day of January, 1939, and subsequently on the 1st day of January in each second year and shall, subject to the provisions of the next following Clause, remain in force without revision for a period of two years.

(5) Forthwith upon any determination of annual supply basic tonnages under this Clause the Board shall send a notice of all such basic tonnages determined to each Owner. If any Owner refers any such determination to arbitration, notice of such reference shall forthwith be sent by the Board to every Owner. The annual supply basic tonnage of every coal mine shall thereupon be referred to arbitration and the Arbitrator shall determine the annual supply basic tonnage of each coal mine.

52.—(1) If at any time after the 1st day of January, 1935—

(a) a new colliery has been or shall be opened, or

(b) the working of any colliery has been or shall be recommenced following any abandonment or discontinuance of working the Board may from time to time during a

period of three years from the opening or re-opening of the colliery (if such colliery forms part of an undertaking) determine the annual supply basic tonnage of the undertaking, or (if such colliery does not form part of an undertaking) determine the annual supply basic tonnage of the coal mine. Every such determination shall be made having regard to the development of the colliery and all other relevant circumstances and to the interests of the other Owners.

(2) Where any person purchases or otherwise acquires part of an undertaking the Board shall determine the amount of the annual supply basic tonnage of the undertaking which relates to that part of the undertaking and subject as hereinafter provided that amount shall be the annual supply basic tonnage of that coal mine. The amount so determined shall be deducted from the annual supply basic tonnage of the undertaking and the remainder shall be the annual supply basic tonnage of that part of the undertaking which has not been so acquired.

(3) Where an Owner purchases or otherwise acquires any coal mine or part of an undertaking, the Board shall determine the proportion of the annual supply basic tonnage of that coal mine, or of the amount determined under the last preceding sub-clause in respect of that part of the undertaking, as the case may be, which shall be added to the annual supply basic tonnage of the coal mine previously belonging to such Owner to constitute the annual supply basic tonnage of the undertaking. Such proportion shall be determined having regard to all relevant circumstances including the probable working life of the coal mine or part of an undertaking so acquired.

(4) If, in pursuance of the provisions of Clause 33 of the Scheme the Board at any time after the 1st day of August, 1936, declare any works to be an excluded works of that Owner, they may adjust the annual supply basic tonnage of his coal mine having regard to the tonnage of coal supplied to those works by the Owner during the year 1935 and by the Board during some recent period.

(5) If, in pursuance of the provisions of Clause 33 of the Scheme, the Board, at any time after the 1st day of August, 1936, declare that any works has ceased to be an excluded works of that Owner, they may adjust the annual supply basic tonnage of the coal mine, having regard to all relevant circumstances and to the interests of the other Owners.

(6) If, at any time the consumption at any coal mine of electricity generated at a central electricity generating station has led to an increased demand for coal from that coal mine by that generating station, the Board shall adjust the annual supply basic tonnage of that coal mine in such manner as may be fair and equitable.

53. For the purpose of assisting the Board in any determination of supply basic tonnages any Owner shall upon notice given to him by the Board furnish to the Board within the period specified in the notice, a statement in writing giving any information which the Board may require for that purpose, and

any Owner who claims that any adjustment or revision should be made shall with such statement furnish to the Board a notice in writing stating the adjusted or revised supply basic tonnage which he claims, together with any evidence required to substantiate the claim.

54. Within seven days of the date of the notice of any determination of the annual supply basic tonnage of his coal mine the Owner may give notice in writing to the Board specifying the proportion of such tonnage which he desires to be allocated to each quarter and subject to the approval of the Board such allocations shall be the quarterly supply basic tonnages of that coal mine. In default of such notice or if the Board do not approve the proportions specified in such notice the Board shall divide such annual tonnage into quarterly tonnages in such proportions as may be fair and equitable. The Board may from time to time revise such quarterly tonnages when it is fair and equitable to do so.

55.—(1) The Board shall allocate the coal supplied from each coal mine into the following classes:—

- (a) House coal above 2 in.,
- (b) Industrial coal above 2 in.,
- (c) Locomotive coal,
- (d) Coal other than the above,

and shall ascertain the proportions in which such classes were supplied from the coal mine in each quarter of the year 1935 otherwise than for the purposes specified in the proviso to Clause 32 of the Scheme. The quarterly supply basic tonnages of each coal mine shall be divided in the proportions thus ascertained and the tonnages thus calculated shall be the class quarterly supply basic tonnages of that coal mine:

Provided that in the case of a coal mine of which the annual supply basic tonnage is determined under Clause 52 (1) of the Scheme the Board shall ascertain the proportions in which such classes were supplied in a recent period.

(2) The proportions ascertained under the last preceding sub-clause may be varied by the Board at any time where by reason of the opening or closing of any seam the proportions of such classes of coal produced from the coal mine are substantially changed or where in the opinion of the Board and with the concurrence of the Owner of the coal mine such variation is expedient for any other reason.

(3) Notice of any quarterly supply basic tonnage determined under this Clause shall forthwith be given to the Owner.

Purchase of Coal by the Board.

56.—(1) Unless such supply is not reasonably practicable by reason of any strike, lock-out or accident at his coal mine, or any other cause beyond the control of the Owner, each Owner shall load and despatch coal from his coal mine for supply to the Board in accordance with their directions. Any Owner who is unable so to load and despatch coal shall give immediate notice to the Board.

(2) The Board shall in each quarter so far as possible take coal and coal of each class specified in the last preceding Clause from

each Owner in proportion to the respective quarterly supply basic tonnages of his coal mine for that quarter and the Board shall from time to time and as early as possible in each month inform each Owner of the tonnage of coal which they expect to take from him during that month.

(3) Forthwith after the end of each quarter the Board shall determine the total tonnage of each such class of coal supplied to them despatched from all the coal mines in that quarter. Each such total tonnage shall be divided in the proportions of the quarterly supply basic tonnages of all the coal mines for that class of coal for that quarter and the tonnage thus calculated for each coal mine shall be the trade share of that class of coal of that coal mine for that quarter.

(4) Unless otherwise agreed by the Owner thereof the Board shall take in each quarter from each coal mine a tonnage of coal at least equal to 95 per cent. of the trade share of each class of coal of that coal mine for that quarter.

(5) If in any quarter the total tonnage of any class of coal supplied to the Board from any coal mine is less than the trade share of that class of coal for that quarter the Board shall credit the Owner with compensation in respect of such deficiency at the rate of 2s. 6d. (two shillings and sixpence) per ton, and if in any quarter the total tonnage of any class of coal supplied to the Board from any coal mine is less than 95 per cent. of the trade share of that class of coal for that quarter the Board shall in addition credit the Owner with supplementary compensation in respect of that deficiency at the rate of 2s. 6d. (two shillings and sixpence) per ton:

Provided that no compensation shall be payable in any case in respect of any deficiency or any part thereof which is due to the inability of the Owner to supply coal in accordance with the directions of the Board or where the Board have at the request of the Owner not directed supply.

(6) If in any quarter the total tonnage of any class of coal supplied to the Board from any coal mine is greater than the trade share of that class of coal for that quarter the Board shall debit the Owner with a contribution in respect of such excess at the rate of 2s. 6d. (two shillings and sixpence) per ton.

Adjustments of Output Quotas.

57. In order to enable the Owners to carry out the directions of the Board as to the supply of coal the Board may where they are satisfied that the output of coal or of any class of coal from any coal mine in any period is likely to be lower than the quota fixed in respect thereof by notice in writing require the Owner of that coal mine to limit such output to a tonnage below that permitted by the quota by a tonnage not exceeding the estimated deficiency. Thereupon the Board may authorise an output of coal or that class of coal from any other coal mine in excess of that permitted by the quota in respect thereof by a tonnage not exceeding that by which the output permitted from the first mentioned coal mine has been reduced.

Distribution of Allocations.

58.—(1) The Board shall not in any period for which an allocation is fixed take from the Owners or supply a tonnage of coal or any class of coal such that the tonnage of coal or that class of coal produced in the District and supplied by the Board together with the tonnage of coal or that class of coal supplied by Owners from their respective coal mines to their excluded works during that period exceeds any allocation in respect thereof.

(2) The Board may at their discretion in distributing amongst the Owners any allocation of output of coal or any class of coal withhold such percentage of the allocation as they may decide for the whole or any part of the period of allocation.

Purchase Prices.

59.—(1) Every Owner shall, upon notice given to him by the Board, send to them such particulars of the commercial descriptions under which he has supplied coal during the year 1935; and also such particulars of the price and conditions of sale of such coal and such other information as the Board require.

(2) The Board shall allocate the coal produced at each coal mine into commercial descriptions upon the basis of the commercial descriptions under which such coal was supplied from the coal mine during the year 1935, and shall determine in the manner hereinafter provided for each commercial description of coal the purchase price per ton at the pithead which shall be paid by the Board for coal of that commercial description taken by them from the Owner of that coal mine.

(3) For the purpose of determining the purchase price of each commercial description of coal produced at any coal mine the Board shall ascertain the tonnage of coal of that commercial description supplied from that coal mine during the year 1935 (otherwise than for the purposes described in the proviso to Clause 32) and the amount realised therefor.

(4) To determine the net proceeds at the pithead of such coal the Board shall make adjustments to the amount realised having regard to commissions or allowances and bad debts, expenses of the sale of coal of which the Owner is relieved under the provisions of the Scheme and the price of coal sold to allied or ancillary works and any other adjustment which may be fair and equitable and, in the case of coal sold otherwise than at the pithead, shall deduct from the amount realised all expenses incurred in the delivery of such coal, including, where the vehicles or vessels for delivery were owned or controlled by the Owner of the coal mine, wagon hire upon the Railway Company's scale in operation at the date of delivery and hire of other vehicles or vessels on a scale determined by the Board.

(5) The purchase price of any commercial description of coal shall be the average net proceeds at the pithead per ton of such coal during the year 1935, ignoring fractions of one halfpenny, plus the addition of one shilling per ton.

(6) The Board may determine separate purchase prices for commercial descriptions of house coal supplied in the winter period and in the summer period, and for the purpose of determining such purchase prices in accordance with the last three preceding sub-clauses such coal supplied in the winter period and in the summer period shall be deemed coal of different commercial descriptions.

(7) The Board may at any time adjust the purchase price of any commercial description of coal where by reason of any change of circumstances it appears fair and equitable to do so, and without prejudice to the generality of such power may adjust such purchase price where—

(a) the standard of quality of coal of that commercial description has deteriorated, or

(b) the standard of quality of coal of that commercial description has improved and the market price of such coal has increased relatively to the market price of coal of similar commercial descriptions, or

(c) the methods of cleaning or preparation of such coal for the market have been altered.

(8) If any Owner shall with the consent of the Board at any time supply coal not within any of the commercial descriptions into which the coal produced at his coal mine has been allocated, or, if after 1st August, 1936, a new colliery shall be opened or the working of a colliery shall be recommenced following an abandonment or discontinuance of working, the Board shall allocate that coal or the coal produced from that colliery into commercial descriptions and shall determine a purchase price for each such commercial description having regard to the purchase price of similar descriptions of coal, the requirements of the market for that coal and all other relevant circumstances.

Maintenance of Quality.

60.—(1) As far as possible each Owner shall produce for supply to the Board and the Board shall take coal of the various commercial descriptions in the proportions in which such commercial descriptions were supplied from the coal mine of that Owner during the year 1935, otherwise than to excluded works of that Owner, and no Owner shall, without the consent of the Board which shall not be unreasonably withheld, but may be given subject to reasonable conditions, alter by more than 5 per cent. the proportions of any commercial descriptions of coal produced.

(2) Such proportions may, upon two months' notice to the Board, be varied where a new colliery or seam is being worked or developed, or a scheme for the concentration of output is introduced.

61.—(1) Every Owner shall clean and prepare for the market coal of each commercial description for supply to the Board in such a manner as to maintain the standard of quality of coal of that commercial description supplied otherwise than to his excluded works during the year 1935, and the Board may formulate a reasonable specification for

any commercial description of coal for the purpose of testing that the standard is maintained.

(2) No owner shall, without the consent of the Board, which shall not be unreasonably withheld, but may be given subject to reasonable conditions, alter the methods employed in the year 1935 in the preparation for the market of any coal or the number of staff engaged during that year upon such preparation or upon the maintenance of any plant or machinery used therefor.

Contracts.

62.—(1) Each Owner shall upon notice given to him in writing send to the Board within the period specified in the notice such particulars as may be required of all contracts under which coal is to be supplied by him otherwise than to his excluded works after the 31st day of July, 1936.

(2) Each Owner shall at the request of the Board do all things necessary to assign to the Board the benefit of any such contract so far as the same is assignable.

(3) In the case of any such contract the benefit of which is unassignable the Owner shall comply with such directions as the Board may give in relation to the performance and enforcement thereof and shall pay to the Board all moneys received thereunder.

(4) The Board shall indemnify the Owner against any loss caused by a breach of any such contract by the Board or resulting from any directions of the Board.

Stocks.

63.—(1) Any Owner shall at any time if so directed by the Board raise and hold in stock at the disposal of the Board any tonnage of coal or of any class or commercial description of coal, which together with the tonnage of coal raised for supply for the purposes specified in the proviso to Clause 32 of the Scheme and to the Board is permitted by the quota relating thereto.

(2) The Board may if they think fit at the request of such Owner advance to him any part of the purchase price of coal so held in stock.

Transport.

64.—(1) Each Owner shall, so far as possible, make available and use any trucks, wagons, lorries, barges or other vehicles or vessels owned or hired by him for the transport of coal supplied to or to the order of the Board, and the Board shall not direct the Owner to use vehicles or vessels provided by them unless suitable vehicles or vessels owned or hired by the Owner are not available.

(2) Any Owner shall at any time give to the Board any information required by them concerning the vehicles or vessels owned or hired by him available for the transport of coal.

(3) Unless otherwise agreed, the Board shall pay each Owner for carriage provided by him at rates determined from time to time by the Board having regard to the current charges for such carriage."

34. Clause 60 shall have effect as if—

- (a) it were renumbered "65"; and
- (b) the words "At the general meeting called in pursuance of Clause 17 of the Scheme" were omitted.

35. Clause 61 shall have effect as if—

- (a) it were renumbered "66"; and
- (b) the reference in the proviso thereto were to Clause 28 of the Scheme instead of to Clause 29.

36. Clauses 62 to 64 shall be renumbered 67 to 69 respectively.

37. For Clauses 65 to 68 inclusive there shall be substituted the following Clauses, that is to say:—

" District Fund.

70. All moneys received by the Board, or any person on behalf of the Board whether in respect of sale of coal, levies, penalties, loans or otherwise in connection with the exercise of their functions under the Scheme, shall together form a fund to be called the District Fund, and shall be paid into a bank in the names of the Trustees.

71. There shall be discharged out of the District Fund all liabilities falling to be discharged by the Board or any person on behalf of the Board.

72. Every Owner shall pay to the Board, for the purpose of meeting the expenses of the Board (other than those in connection with the sale of coal by the Board) in administering the Scheme, including any payments required under the Central Scheme, such levies as may be decided upon by the Board from time to time and notified to the Owners.

73. Any levy made by the Board shall be calculated in proportion to the several Owners' outputs or disposals of coal during such period as the Board may determine, so, however, that the same period shall be taken for all Owners."

38. Clause 69 shall be renumbered 74.

39. For Clause 70 there shall be substituted the following Clauses, that is to say:—

"75. The Board may borrow money for the purpose of exercising their functions under the Scheme in such manner, on such terms and on such security as they may arrange.

76. The Trustees may from time to time transfer to a separate Banking Account such moneys as are required for the working expenses and for proper outgoings of the Board relating to the sale of coal, and may authorise the Board or two or more members or officers thereof to operate such Account.

77. The Board shall cause true accounts to be kept of all moneys received and expended by them and by any other person on their behalf and of the matters to which such receipts and expenditure relate, and of all the assets, credits and liabilities of the Scheme.

78. The Books of account shall be kept at such place as the Board shall from time to time direct.

79. At the annual general meeting of the Owners in every year the Board shall lay before the Owners the profit and loss account, and an audited balance sheet containing a summary of the assets and liabilities

of the Scheme, made up to a date not more than three months before the date of the meeting.

80. Auditors of the District Fund shall be appointed by the Owners at the annual general meeting, and the audited accounts of the District Fund shall be presented at each annual general meeting, when the auditors shall be re-appointed or other auditors appointed in their place.

Settlement of Accounts.

81.—(1) The Board shall, as soon as possible after the end of each month, send an account to each Owner showing the sums due from the Board to that Owner, and from that Owner to the Board, in connection with the supply of coal to the Board by that Owner.

(2) The Board shall each week make payments on account to the Owners out of the sums received by the Board in connection with the sale of coal. Such payments on account shall be proportionate to the amounts standing to the credit of the respective Owners at the end of the month preceding such payments.

82.—(1) At the end of each quarter the Auditors shall determine and certify the profits or losses on the sale by the Board during the quarter of each class of coal. Such profits or losses shall be divided among the Owners proportionately to the tonnages of coal of the several classes supplied by them during such quarter.

(2) The Board shall cause to be kept a Reserve Account for each Owner to which the share of that Owner in any such profits or losses and any moneys paid to the Owner under the following provisions shall be credited or debited as the case may be.

(3) If the sum standing to the credit of the Reserve Account of any Owner is insufficient to defray his share in any such losses, he shall forthwith pay to the Board the balance due.

(4) The Board may, if at any time they decide that the balance credited to the District Fund is greater than is required for the purposes of the Scheme, distribute any part of the sums standing at the credit of their Reserve Accounts to the Owners. The amounts distributed to the Owners shall be proportionate to the amounts standing to the credit of their respective Reserve Accounts at the date of distribution.

(5) Any Owner who abandons his coal mine or becomes bankrupt, or in the case of a Company enters into a liquidation other than a voluntary liquidation for the purposes of reconstruction, shall be liable to pay or entitled to receive the balance then at the debit or credit of his Reserve Account."

40. Clause 71 shall have effect as if—

- (a) it were renumbered "83"; and
- (b) before the word "returns" there were inserted the word "statements".

41. Clause 72 shall have effect as if—

- (a) it were renumbered "84";
- (b) before the word "return" there were inserted the word "statement"; and
- (c) the words "to them" were omitted.

42. There shall be inserted the following Clause, that is to say:—

"85. Any person appointed for that purpose by the Board may at any time inspect and take samples of coal of any commercial description which is supplied to the Board and any seam from which such coal is obtained, and may inspect any process used in the preparation of such coal and the weighing and despatch thereof. Any Owner shall give all facilities required for such inspection including the production of any books and records."

43. Clauses 73 to 75 shall be renumbered 86 to 88 respectively.

44. For Clause 76 there shall be substituted the following Clause, that is to say:—

"Penalties."

89.—(1) Any Owner who, during any period for which a quota is determined, raises or allows to be raised an output of coal or any class of coal in excess of the corresponding quota (after allowing for any shortage carried forward under Clause 50 of the Scheme and for any adjustment made under Clause 57 of the Scheme) shall pay to the Board on demand a penalty in respect of each ton or part of a ton of such excess of the same amount per ton as is prescribed for the time being under rules made under Clause XI of the Central Scheme for exceeding the allocation of output of coal:

Provided that until the coming into force of such rules the penalty shall be 2s. 6d. (two shillings and sixpence) per ton.

(2) The Board shall before the coming into force of any rules made under Clause XI of the Central Scheme notify each Owner of the amount per ton which will be payable in consequence thereof for exceeding any quota."

45. Clause 77 shall have effect as if—

(a) it were renumbered "90"; and

(b) the words "or inland supply or export supply of coal or any class of coal" were omitted.

46. For Clause 78 there shall be substituted the following Clauses, that is to say:—

"91.—(1) Any Owner who during any month supplies to his excluded works a tonnage of coal in excess of the monthly tonnage permitted to be so supplied shall pay to the Board on demand a penalty of 2s. 6d. (two shillings and sixpence) per ton in respect of each ton or part of a ton of such excess.

(2) Any Owner who supplies any class of coal to an excluded works at a price below the minimum price fixed for the time being under the Scheme for that class or supplies any class of coal to an excluded works in such a manner that the actual consideration obtained by him is less in value than the minimum price so fixed, shall pay on demand to the Board a penalty at the rate of 2s. 6d. (two shillings and sixpence) per ton in respect of each ton or part of a ton so supplied.

92. Any Owner who fails to comply with any provision of the Scheme for a breach of which no specific penalty is herein provided or with any directions of the Board

with regard to the supply of coal shall pay to the Board on demand a sum of £250 (two hundred and fifty pounds) in respect of each such failure, unless the Owner prove that compliance with such direction was not reasonably practicable by reason of any strike, lock-out or accident or other cause beyond the control of the Owner:

Provided that the Board may remit the whole or any part of such penalty having regard to the extent that, in the opinion of the Board, the breach has not injured and prejudiced the interests of the other Owners."

47. Clause 79 shall have effect as if—

(a) it were renumbered "93"; and

(b) in sub-clause (1) thereof—

(i) for the words "any return, account or information required or prescribed by the Board" there were substituted the words "or to any person authorised on their behalf any statement, return, account or information required or prescribed"; and

(ii) before the word "return" where that word appears for the second time there were inserted the word "statement".

48. For Clause 80 there shall be substituted the following Clause, that is to say:—

"94. Any Owner who fails to comply with the provisions of Clauses 84 or 85 of the Scheme shall pay to the Board a penalty not exceeding £20 (twenty pounds) for each day of such default."

49. Clause 81 shall have effect as if—

(a) it were renumbered "95";

(b) the references were to Clauses 89, 91, 92, 93 and 94 of the Scheme instead of to Clauses 76, 78, 79 and 80; and

(c) the reference in the proviso thereto were to Clause 97 of the Scheme instead of to Clause 83.

50. Clause 82 shall have effect as if—

(a) it were renumbered "96"; and

(b) the reference were to Clause 39 of the Scheme instead of to Clauses 37, 43 and 55.

51. Clause 83 shall be renumbered 97.

52. For Clauses 84 to 92 there shall be substituted the following Clauses, that is to say:—

"Arbitration."

98.—(1) Any Owner who is aggrieved by any act or omission of the Board or of any other persons in respect of their functions under the Scheme shall within fourteen days of the date of any notice of the matter, or where no notice is given within fourteen days after he first becomes aware of the matter, be entitled by giving notice in writing to the Board to require that the matter be referred to arbitration in accordance with the provisions of this Clause.

(2) Where any determination of—

(a) the tonnage of coal which may be supplied from the coal mine of any Owner to his excluded works, or

(b) the output standard tonnage of coal or of any class of coal of any coal mine, or

(c) the supply basic tonnage of any coal mine,
is required to be referred to arbitration it shall be referred to the Standard Tonnage

Arbitrator appointed by unanimous resolution of a general meeting of the Owners or failing such unanimous resolution by the President of the Shropshire Law Society. Such appointment shall be for such period as may be decided by the Owners.

(3) Any determination or decision under the provisions of Clause 59 of the Scheme which is required to be referred to arbitration shall be referred to the Purchase Price Arbitrator appointed by unanimous resolution of a general meeting of the Owners or failing such unanimous resolution by the President of the Institute of Chartered Accountants. Such appointment shall be for such period as may be decided by the Owners.

(4) A panel of arbitrators shall be appointed by unanimous resolution of a general meeting of the Owners or failing such unanimous resolution by the President of the Shropshire Law Society. Such appointment shall be for such period as may be decided by the Owners. Where any matter other than those mentioned in the last two preceding sub-clauses is required to be referred to arbitration, it shall be referred to such arbitrator on the panel as may be appointed by agreement between the Board and the Owner who requires the matter to be referred or failing such agreement by the President of the Shropshire Law Society. Notice of the appointment of the arbitrator shall forthwith be given by the Board to the Owner who is aggrieved.

(5) No arbitrator shall be a person who is financially interested in the ownership or working of any coal mine, or any concern comprising coal mines, situate in the district, or a person who is acting in a secretarial or advisory capacity to an association or other body for regulating the production, supply or sale of coal, and in any case a person who has at any time been professionally employed by or on behalf of an Owner in respect of any coal mine shall not be eligible to act as arbitrator in any reference to which such Owner is a party.

(6) Upon receipt of a notice referring any matter to him, the arbitrator shall forthwith give such directions as to the conduct of the arbitration as he may think fit, and after hearing any party to the arbitration who desires to appear and be heard shall make his award.

(7) When the annual output standard tonnages or the annual supply basic tonnages of all the coal mines are referred to arbitration under the provisions of Clauses 44 and 51 respectively of the Scheme—

(a) every Owner shall be deemed to have referred to arbitration the output standard tonnage or the supply basic tonnage of his coal mine as the case may be and to be a party to the arbitration; and

(b) if the arbitrator considers that the said tonnage or supply basic tonnage as the case may be of any coal mine should be diminished, he shall before making his award give notice of his decision to the Owner thereof; and that Owner may submit any further evidence or reasons why such tonnage should not be diminished.

(8) Pending the award of the arbitrator on any reference to arbitration under the

Scheme the decision of the Board in the matter under dispute shall be operative subject to the provisions of Clause 95 of the Scheme.

(9) Where any determination or other decision of the Board or any other person in respect of their functions under the Scheme 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 Board to be operative.

(10) The expenses of the Board or any other person in respect of their functions under the Scheme in connection with any arbitration under the Scheme, or under the Central Scheme, shall be payable out of the District Fund.

Dissolution.

99.—(1) In the event of the Scheme ceasing to have effect under Part I of the Act whether owing to the expiration of that Part of the Act or to action of the Board of Trade under subsection (7) of Section 5 of the Act, the Trustees shall collect all moneys due or belonging to the Board including any sum at the debit of the Reserve Account of any Owner, and convert into money any property of the Board, and shall discharge all liabilities of the Board, including any balance at the credit of the Reserve Account of any Owner.

(2) If the assets of the Board are greater than their liabilities they shall distribute the surplus amongst the Owners in the proportion, as nearly as possible, to the total contributions made by each of those Owners under Clauses 72 and 73 of the Scheme:

Provided that if it is 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."

53. Clause 93 shall have effect as if—

(a) it were renumbered "100"; and

(b) the reference were to Clauses 72 and 73 of the Scheme instead of to Clauses 65 and 66.

54. Clause 94 shall be renumbered 101.

55. (A) Notwithstanding the repeal hereby made of Clauses 51 to 59 (inclusive) and Clause 78 such clauses shall remain in full force and effect as regards coal supplied and shipped after the date when the amendments hereby made come into force under contracts made before such date.

(B) The amendments hereby made in the Scheme shall not—

(i) affect the previous operation of the Scheme or anything duly done or suffered thereunder:

(ii) affect any liability or penalty resulting from any contravention of or failure to comply with any of the provisions of the Scheme which took place before the date when the amendments hereby made came into force.

(C) All such investigations, legal and other proceedings may be had, instituted and continued and notices served as may be necessary or proper for the purpose of enforcing any liability or recovering any penalty resulting as aforesaid and so far as relates to such investigations legal and other proceedings and notices such of the provisions of the Scheme as are hereby amended or repealed shall remain in force.

Civil Service Commission,

July 31, 1936.

The Civil Service Commissioners hereby give notice that the following Regulations are published with the approval of the Lords Commissioners of His Majesty's Treasury, viz.:—

REGULATIONS RESPECTING COMPETITIVE EXAMINATIONS FOR THE SITUATIONS OF SHORTHAND-TYPIST AND CLERK - SHORTHAND - TYPIST (FEMALE) IN DEPARTMENTS OF THE CIVIL SERVICE.

1. The Classes eligible for this examination are:—

(a) Established Typists or Established Clerk-Typists in a British Government Department who have rendered at least three months' approved service as such immediately prior to the first day of the examination.

(b) (i) Established Typists or Established Clerk-Typists in a British Government Department who have rendered less than three months' approved service as such, and (ii) Temporary Shorthand-Typists or Temporary Clerk-Shorthand-Typists in a British Government Department; provided that in either case a total of at least one full year's approved service, temporary or established and temporary combined, has been rendered in one or more of these posts prior to the first day of the examination and within three years of that day; provided further that service in one or more of these posts has been continuous from 1st July, 1936, up to the first day of the examination.

Candidates appointed by the Civil Service Commissioners as Typists in the Trinity House, the Office of the Crown Agents for the Colonies, and the Metropolitan Police Office, on the result of a general competition for situations as Typist in the Civil Service, will be regarded as Established Typists for the purpose of this Clause although not serving under the certificate of the Civil Service Commissioners.

2. There will be no age limits in the case of candidates who are serving on the first day of the examination as Established Typists or Established Clerk-Typists; but candidates who have only temporary service or service in the Trinity House, Office of the Crown Agents for

the Colonies, or the Metropolitan Police Office, or service of two or more of these kinds, must not have attained the age of 40 on the first day of the examination.

3. Candidates will be required to satisfy the Civil Service Commissioners—

(a) that they are unmarried or widows:

(b) that they are duly qualified in respect of health and character.

4. Every candidate must be a natural-born British subject, the child of a person who is or was at the time of death a British subject; provided that exception may be made in the case of a person serving in a civil situation to which she was admitted with the certificate of the Civil Service Commissioners.

Provided also that if the Civil Service Commissioners are satisfied in the case of any candidate who is a British subject but does not fulfil all the requirements of the rule as to nationality and descent, that the candidate is so closely connected by ancestry and upbringing with His Majesty's dominions that an exception may properly be made to that rule, they may accept such candidate as eligible provided that this discretion shall not be exercisable unless (a) the father or the paternal grandfather of the candidate was a natural-born British subject, and (b) neither the father nor the paternal grandfather had acquired any other nationality by naturalization or by any other voluntary and formal act.

5. The subjects of examination are the following:—

(1) Shorthand.

(2) English.

Candidates must pass to the satisfaction of the Civil Service Commissioners in Shorthand and in the aggregate of the two subjects.

6. It will rest with the Civil Service Commissioners to determine the Departments to which the successful candidates shall be assigned. In making the assignments the Commissioners will be guided by the requirements of the public service and will consult, as far as possible, the wishes of Departments for the assignment of particular candidates who have served under them. Subject to these conditions, the wishes of candidates will, where possible, be respected.

7. Persons upon whose training for the occupation of teacher public money has been spent cannot be appointed until the consent of the appropriate education authority has been notified to the Civil Service Commissioners.

8. Application for permission to attend an Examination must be made at such times and in such manner as may be fixed by the Civil Service Commissioners.

9. A fee of 12s. 6d. will be required from every candidate applying for admission to attend an examination.

The Civil Service Commissioners further give notice that a Competitive Examination will be held under the foregoing Regulations in Belfast, Birmingham, Bristol, Cardiff, Edinburgh, Glasgow, Leeds, Liverpool, London, Manchester, Newcastle-on-Tyne, Plymouth and Portsmouth, commencing on the 5th November, 1936.

No person will be admitted to Examination from whom the Secretary of the Civil Service Commission has not received, on or before the 10th September, 1936, an application in the Candidate's own handwriting, on a prescribed form, which may be obtained from the Secretary at once.

ROAD TRAFFIC ACT, 1934.

Notice is hereby given that the Minister of Transport, under and by virtue of the provisions of paragraph (b) of sub-section (4) of Section 1 of the Road Traffic Act, 1934, intends to make the Road Traffic Act, 1934 (Directions under paragraph (b) of sub-section (4) of Section 1) (No.) Order, 1936, the effect of which will be that the speed limit under that Section will apply throughout the whole length of every road specified in the Schedule hereto.

THE SCHEDULE.

Cleland Road, Chalfont St. Peter; Churchfield Road, Chalfont St. Peter; Eleanor Road, Chalfont St. Peter; Elms Road, Chalfont St. Peter; Field Way, Chalfont St. Peter; Glebe Road, Chalfont St. Peter; The Greenway, Chalfont St. Peter; Grove Hill, Chalfont St. Peter; Hillfield Road, Chalfont St. Peter; Hillrise, Chalfont St. Peter; Latchmoor Avenue, Chalfont St. Peter; Lewins Road, Chalfont St. Peter; Nicol Road, Chalfont St. Peter; Priory Road, Chalfont St. Peter; The Queensway, Chalfont St. Peter; St. Mary's Way, Chalfont St. Peter; Vale Road, Chalfont St. Peter.

The draft Order may be inspected at the Ministry of Transport, 7, Whitehall Gardens, London, S.W.1, and copies thereof may be obtained from the Ministry, price one penny per copy.

Dated this thirtieth day of July, 1936.

A. Matheson,

An Assistant Secretary.

Ministry of Transport,
7, Whitehall Gardens, S.W.1.

AGRICULTURAL MARKETING ACTS, 1931 TO 1933.

NOTICE OF SUBMISSION OF MILK PRODUCTS MARKETING SCHEME

Notice is hereby given that a scheme for the regulation of the marketing of milk products under the Agricultural Marketing Acts, 1931 to 1933, has been duly submitted to the Minister of Agriculture and Fisheries and the Secretary of State for Scotland. The scheme is applicable to Great Britain.

Copies of the scheme may be obtained, on payment of 6d. net per copy, from the National Association of Creamery Proprietors, Shell Mex House, Strand, London, W.C.2, or may be inspected on personal application at that

address (except on public holidays) between the hours of 10 a.m. and 5 p.m. on week-days other than Saturdays and 10 a.m. and 12 noon on Saturdays.

Any objections and representations with respect to the scheme should be made to the Minister of Agriculture and Fisheries and the Secretary of State for Scotland, and addressed to the Secretary, Ministry of Agriculture and Fisheries, 10, Whitehall Place, London, S.W.1, the Under-Secretary of State for Scotland, Scottish Office, Whitehall, London, S.W.1, or the Secretary, Department of Agriculture for Scotland, York Buildings, Queen Street, Edinburgh 2, so as to reach them not later than 12th September, 1936; objections received after that date will not be considered. Every objection must be made in writing and must state the grounds of objection and the specific modifications required.

(Sgd.) *J. Baber,*

Assistant Secretary,

Ministry of Agriculture and Fisheries.

Ministry of Agriculture and Fisheries,
10, Whitehall Place,
London, S.W.1.

(Sgd.) *John Jeffrey,*

Under-Secretary of State,
Scottish Office.

Scottish Office,
Whitehall,
London, S.W.1.
31st July, 1936.

MINISTRY OF AGRICULTURE AND FISHERIES.

LAND DRAINAGE ACT, 1930.

Witham and Steeping Rivers Catchment Board.

Notice is hereby given that the Minister of Agriculture and Fisheries, in exercise of the powers conferred upon him under Section 4 (3) of the Land Drainage Act, 1930, proposes to make an Order confirming a scheme submitted to him by the Witham and Steeping Rivers Catchment Board, under Section 4 (1) (a) of the Act, consequent upon the variation of the main river of the Catchment Area by the Minister on the first day of April, nineteen hundred and thirty-six, for the transfer to the Catchment Board of all such rights, powers, duties, obligations and liabilities over or in connection with those watercourses which by the said variation became part of the main river, as were immediately before the commencement of the said Act vested in or to be discharged by any drainage authority, and of any property held by the authority for the purpose of, or in connection with, any functions so transferred.

A copy of the draft Order has been deposited, together with a copy of the Scheme, at the Offices of the Catchment Board, 50, Wide Bargate, Boston, Lincs., for public inspection for a period of thirty-one days from the date of this notice, and may be inspected during the ordinary hours of business.

Copies of the draft Order may be obtained from the Ministry of Agriculture and Fisheries, at the address mentioned below.

Any objection to the draft Order shall be made in writing and sent by post addressed to the Secretary, Ministry of Agriculture and Fisheries, within thirty-one days from the date of this notice.

(Sgd.) A. T. A. Dobson,
Principal Assistant Secretary.

Ministry of Agriculture and Fisheries,
10, Whitehall Place,
London, S.W.1.
30th July, 1936.

MINISTRY OF AGRICULTURE AND FISHERIES.

LAND DRAINAGE ACT, 1930.

River Ouse (Yorks.) Catchment Board.

Rye Internal Drainage Board.

Notice is hereby given that the Minister of Agriculture and Fisheries has made an Order under the Land Drainage Act, 1930, confirming a scheme submitted to him by the River Ouse (Yorks.) Catchment Board under Section 4 (1) (b) of that Act, making provision for the extension of the period of office of the first members of the Rye Internal Drainage Board until the 1st day of November, 1937; and that the Order will become final and have effect as an Act of Parliament unless within thirty-one days from the date of this Notice a Memorial that the Order shall not become law without confirmation by Parliament is presented to the Minister by some person or body affected by the Order, and having an interest sufficient for the presentation of a Memorial.

A copy of the sealed Order has been deposited together with a copy of the Scheme, at the Office of the Clerk of the Malton Urban District Council, Town Hall, Malton, Yorks., for public inspection for a period of thirty-one days from the date of this notice, and may be inspected during the ordinary office hours.

(Sgd.) A. T. A. Dobson;
Principal Assistant Secretary.

Ministry of Agriculture and Fisheries,
10, Whitehall Place,
London, S.W.1.
30th July, 1936.

MINISTRY OF AGRICULTURE AND FISHERIES.

LAND DRAINAGE ACT, 1930.

River Conway Catchment Board.

Notice is hereby given that the Minister of Agriculture and Fisheries has made an Order under the Land Drainage Act, 1930, confirming a scheme submitted to him by the River Conway Catchment Board, under Section 4 (1) (a) of the Act, consequent upon the variation of the main river of the Catchment Area by the Minister on the ninth day of July, nineteen hundred and thirty-five, for the transfer to the Catchment Board of all such

rights, powers, duties, obligations and liabilities over or in connection with those water-courses which by the said variation became part of the main river, as were immediately before the commencement of the said Act vested in or to be discharged by any drainage authority, and of any property held by the authority for the purpose of, or in connection with, any functions so transferred.

A copy of the Order may be seen at all reasonable hours at the Office of the Clerk of the Catchment Board, 36, Station Road, Llanrwst, Denbigh, and also at the Offices of the Ministry of Agriculture and Fisheries, 10, Whitehall Place, London, S.W.1.

By Part III of the Second Schedule to the said Act, it is provided that if any person aggrieved by an Order desires to question its validity on the ground that it is not within the powers of the Act, or that any requirement of the Act has not been complied with, he may, within six weeks after the publication of this notice, make an application for the purpose to the High Court, and if any such application is duly made, the Court, if satisfied that the Order is not within the powers of the Act, or that the interests of the applicant have been substantially prejudiced by any requirements of the Act not having been complied with, may quash the Order either generally or in so far as it affects the applicant.

(Sgd.) A. T. A. Dobson,
Principal Assistant Secretary.

Ministry of Agriculture and Fisheries,
10, Whitehall Place,
London, S.W.1.
30th July, 1936.

MINISTRY OF AGRICULTURE AND FISHERIES.

LAND DRAINAGE ACT, 1930.

River Ancholme and Winterton Beck Catchment Board.

Notice is hereby given that the Minister of Agriculture and Fisheries has made an Order under Section 41 of the Land Drainage Act, 1930, revoking the provisions of the Caistor Canal Act, 1793 and that the Order will become final and have effect as an Act of Parliament, unless within thirty-one days from the date of this Notice a Memorial that the Order shall not become law without confirmation by Parliament is presented to the Minister by some person or body affected by the Order, and having an interest sufficient for the presentation of a Memorial.

A copy of the sealed Order has been deposited at the Offices of the Clerk of the River Ancholme and Winterton Beck Catchment Board, 11, Bigby Street, Brigg, Lincolnshire, for public inspection for a period of thirty-one days from the date of this notice, and may be inspected during the ordinary office hours.

(Signed) A. T. A. Dobson,
Principal Assistant Secretary.

Ministry of Agriculture and Fisheries,
10, Whitehall Place,
London, S.W.1.
30th July, 1936.

MINISTRY OF AGRICULTURE AND FISHERIES.

LAND DRAINAGE ACT, 1930.

River Ouse (Yorks.) Catchment Board.

North Wharfe Internal Drainage Board.

Notice is hereby given that the Minister of Agriculture and Fisheries has made an Order under the Land Drainage Act, 1930, confirming a scheme submitted to him by the River Ouse (Yorks.) Catchment Board, under Section 4 (1) (b) of that Act, making provision for the extension of the period of office of the first members of the North Wharfe Internal Drainage Board until the 1st day of November, 1937; and that the Order will become final and have effect as an Act of Parliament unless within thirty-one days from the date of this notice a Memorial that the Order shall not become law without confirmation by Parliament is presented to the Minister by some person or body affected by the Order, and having an interest sufficient for the presentation of a Memorial.

A copy of the sealed Order has been deposited, together with a copy of the Scheme, at the Office of the Clerk of the Tadcaster Rural District Council, Council Offices, Tadcaster, Yorks., for public inspection for a period of thirty-one days from the date of this notice, and may be inspected during the ordinary office hours.

(Sgd.) *A. T. A. Dobson,*
Principal Assistant Secretary.

Ministry of Agriculture and Fisheries,
10, Whitehall Place,
London, S.W.1.
30th July, 1936.

MINISTRY OF AGRICULTURE AND FISHERIES.

AGRICULTURAL MARKETING ACTS, 1931 TO 1933.

Notice is hereby given that the Minister of Agriculture and Fisheries has made an Order, entitled the Milk Marketing Scheme (Amend-

ment) Order, 1936, under Section 9 (5) (a) of the Agricultural Marketing Act, 1931, amending the Milk Marketing Scheme, 1933, so as to provide for the approval of collecting depots and factory premises.

The Order has been published as Statutory Rules and Orders, 1936, No. 767, and copies may be purchased (price 1d. each, exclusive of postage) direct from His Majesty's Stationery Office at the following addresses:—Adastral House, Kingsway, London, W.C.2; 120, George Street, Edinburgh 2; York Street, Manchester 1; 1, St. Andrew's Crescent, Cardiff; or through any bookseller.

MINISTRY OF AGRICULTURE AND FISHERIES.

DISEASES OF ANIMALS ACTS, 1894 TO 1935.

Notice is hereby given, in pursuance of section 49 (3) of the Diseases of Animals Act, 1894, that the Minister of Agriculture and Fisheries has made the following Order:—

Order No. 5415.

(Dated 28th July, 1936.)

SUBJECT.

Provides that the provisions of Part II (Restriction of Movement of Sheep out of a Movement Area) of the Sheep Scab Order of 1928, which were applied to the Area described in the Schedule to the Order of the Minister No. 5407 dated the 18th May, 1936, shall not apply to the movement of sheep of the Kerry Hill Breed from the special sales of those sheep to be held at Kerry, Montgomeryshire on the 4th and 11th September, 1936, and prescribes certain special conditions applicable to sheep moved to the said sales.

Copies of the above Order may be obtained at 7, Whitehall Place, London, S.W.1.

PATENTS AND DESIGNS ACTS, 1907 to 1932.

Proceedings under Section 20.

Applications have been made for the Restoration of the following Patents, which have expired owing to the non-payment of the prescribed Renewal Fee.

No. of Patent.	Grantee.	Date of Patent.	Date of Expiry.	Subject Matter.
240,228 ...	Lockwood, A. A. ...	25.6.1924	25.6.1934	Concentration or separation of minerals.
336,858 ...	Dehn, F. B. (Fleming Machine Company)	5.12.1929	5.12.1934	Cutting tools for refacing valve seats.

Any person may give notice of opposition to the restoration of either of the above-mentioned Patents by lodging Patents Form No. 17 at The Patent Office, 25, Southampton Buildings, London, W.C.2, on or before the 29th day of September, 1936.

The Patent Office.

M. F. Lindley, Comptroller-General.

RURAL DISTRICT OF ABINGDON.

THE PUBLIC HEALTH ACTS AMENDMENT ACT, 1907.

NOTICE is hereby given that by an Order dated the fifteenth day of July, 1936, the Minister of Health has declared that, on and after the third day of August, 1936, the following provisions of the Public Health Acts Amendment Act, 1907, shall be in force in the several contributory places within the Rural District of Abingdon, namely:—

Sections 15, 16 and 33 comprised in Part II (streets and buildings); and

Sections 34, 35, 36, 37, 38, 45 and 46 comprised in Part III (sanitary provisions).

The above provisions are declared to be in force subject, as regards sections 35 and 38, to the conditions specified in the Order.

A copy of the Order may be inspected at the Council Offices, 60, Bath Street, Abingdon, between the hours of 9.30 a.m. and 5 p.m. from Mondays to Fridays, and 9 a.m. and 12.30 p.m. on Saturdays.

Dated this twenty-eighth day of July, 1936.

O. B. CHALLENGOR,

Clerk of the Council.

Council Offices,
60, Bath Street,
(227) Abingdon, Berks.

URBAN DISTRICT COUNCIL OF TREDEGAR.

TREDEGAR GAS (CHARGES) ORDER, 1929.

THE Urban District Council of Tredegar, in pursuance of the Tredegar Gas (Charges) Order, 1929, hereby give public notice that on and after the first day of January, 1937, the Calorific Value of the Gas which the said Council intend to supply will be 430 British Thermal Units per cubic foot.

Dated this thirty-first day of July, 1936.

J. TREVELYAN PHILLIPS,
Clerk of the said Council.

Council Offices,
Bedwellty House,
(206) Tredegar, Mon.

Board of Trade.—1936.

BILSTON GAS.

(Application for Special Order under the Gas Undertakings Acts 1920 to 1934.)

NOTICE is hereby given that the Bilston Gas Light and Coke Company (hereinafter called "the Company") whose chief office is situate at The Gas Works, Ettingshall, in the County of Stafford, intend to apply to the Board of Trade for a Special Order under the Gas Undertakings Acts 1920 to 1934 for all or some of the following purposes that is to say:—

To authorise the Company to raise additional capital by the creation and issue of new ordinary or of preference shares and by borrowing on Mortgage of the undertaking or by the issue of debentures or debenture stock or by all or any of those modes respectively and to provide that any debenture stock issued may be issued as redeemable debenture stock.

To make provisions as to the sale of ordinary and preference shares by auction or tender.

To empower the Directors of the Company to reserve a proportion of any future issue of capital for exclusive offer to consumers of gas and to the employees of the Company and to make provisions as to the conditions of issue.

To empower the Company with the consent of the Board of Trade to offer capital for subscription by consumers of gas and employees of the Company without first offering the same for sale by public auction or tender.

To confer upon the Company all other powers commonly conferred upon gas undertakers.

The Order will vary or extinguish all rights and privileges which would or might interfere with its purposes and confer other rights and privileges.

To incorporate with the Order with or without modification or to render inapplicable to the Company all or some of the provisions of the Companies Clauses Consolidation Act 1845 and the Companies Clauses Act 1863.

Any local or other public authority company or persons desiring to bring before the Board of Trade any objection to the draft Order may do so by registered letter addressed to the Director of Gas Administration, Board of Trade, Great George Street, London, S.W.1, and despatched on or before the 30th day of September, 1936.

Any such objection shall state:—

- (a) the specific grounds of objection, and
- (b) the omissions additions or modifications asked for.

A copy of the objection must be forwarded to the undersigned Solicitors or Parliamentary Agents at the same time as it is sent to the Board of Trade.

Printed copies of the draft Order have been deposited for public inspection at the office of the Company above mentioned and at the office of the Clerk of the Peace for the County of Stafford at his office at Stafford.

Printed copies of the draft Order may be obtained at the price of one shilling per copy at the office of the Company above mentioned and of the under mentioned Solicitors and Parliamentary Agents.

Dated this 29th day of July 1936.

HALL PRATT AND PRITCHARD, Bilston,
Solicitors.

BLYTH DUTTON HARTLEY AND BLYTH, 112,
Gresham House, Old Broad Street, E.C.2,
(081) Parliamentary Agents.

Electricity Commission, 1936.

ST. HELENS ELECTRICITY
(EXTENSION).

(Supply of electricity by the Mayor Aldermen and Burgesses of the Borough of St. Helens in part of the Borough of St. Helens and matters incidental thereto.)

NOTICE is hereby given that the Mayor, Aldermen and Burgesses of the Borough of St. Helens (hereinafter called "the Corporation") whose address is the Town Hall, St. Helens,

intend to apply to the Electricity Commissioners under the Electricity (Supply) Acts 1882 to 1936, for a Special Order (hereinafter called "the Order") for all or some of the following amongst other purposes, that is to say:—

1. To extend the area of supply under the St. Helens Corporation Electric Lighting Order, 1894 (as extended by any subsequent enactment) by adding thereto so much of that part of the Borough of St. Helens which prior to the coming into force of the St. Helens Corporation Act, 1933, formed part of the parish or township of Eccleston in the Rural District of Whiston as is comprised within the area for the supply of electricity by the Lord Mayor, Aldermen and Citizens of the City of Liverpool under the Liverpool Electricity (Extension) Special Order 1936.

The area so proposed to be added to the said area of supply is hereinafter referred to as "the added area" and comprises so much of the said Borough of St. Helens as lies to the west of a line (being a portion of the boundary of the county borough of St. Helens as it existed prior to the first day of April Nineteen hundred and thirty-four) drawn from a point on the southern side of Scholes Lane situate 253 yards or thereabouts from the north-western corner of the enclosure Nod. 300 on the $\frac{2500}{2500}$ ordnance map of Lancashire sheet cvii-8 (edition of 1927) thence in a north-westerly direction along the eastern boundary of the enclosures Nod. 59, 75 and 76 on the $\frac{2500}{2500}$ ordnance map of Lancashire sheet cvii-8 (edition of 1927), and sheet cvii-4 (edition of 1927) to the northernmost corner of the last-mentioned enclosure thence across St. Helens Road to a point 25 yards or thereabouts south of the south-eastern corner of the enclosure Nod. 285 on the said ordnance map sheet cvii-4 (edition of 1927) thence in a northerly direction along the eastern boundary of the last-mentioned enclosure and of the enclosures Nod. 286 and 297A on the last-mentioned ordnance map to a point 120 yards or thereabouts measured along the footpath leading to Prescott Road in a southerly direction from the junction of Holme Road with a road from the rear of Eccleston Hall and to the south of an imaginary straight line being a portion of the imaginary straight line referred to in paragraph (b) of the First Schedule to the St. Helens Electricity (Extension) Special Order 1926 drawn in a westerly direction to a point on the westerly boundary of the county borough of St. Helens at the point of intersection of two imaginary straight lines one drawn in a northerly direction for a distance of 111 yards or thereabouts from the most southerly point of the enclosure Nod. 303 on the last-mentioned ordnance map and the other drawn in a westerly direction for a distance of 116.66 yards or thereabouts from the most easterly point of the last-mentioned enclosure.

2. To authorise the Corporation to generate, supply, distribute and sell electrical energy for all public and private purposes as defined by the Electricity (Supply) Acts 1882 to 1936 within the added area, and to confer upon the Corporation all necessary and usual powers in that behalf.

3. To extend and make applicable to the added area, with or without amendment, all

or some of the provisions contained in the St. Helens Electricity Acts and Orders 1894 to 1930 and the St. Helens Corporation Act 1933, and to apply such provisions to the undertaking to be authorised by the Order subject to such variations and exceptions as may be contained therein.

4. To incorporate in the Order such of the provisions contained in the schedule to the Electric Lighting (Clauses) Act, 1899, as are applicable and to apply such provisions to the undertaking to be authorised by the Order with such variations and exceptions as may be contained therein.

5. To prescribe the maximum price or prices that may be demanded by the Corporation in respect of any supply of electricity in the added area.

6. To authorise the Corporation to break up in the added area streets and parts of streets which are not repairable by the local authority and tramways and to exercise within the added area all powers usually conferred upon distributors of electricity.

7. To confer upon the Corporation all or some of the powers of the Electricity (Supply) Acts 1882 to 1936, and the enactments incorporated therewith and to alter, vary or extinguish all rights and privileges which would or might interfere with any of the objects of the Order, and to confer all other rights and privileges necessary for carrying such objects into effect.

8. To provide (if and so far as necessary or expedient) for the transfer to the Corporation of that part of the electricity undertaking of the Lord Mayor, Aldermen and Citizens of the City of Liverpool which is situate in or relates to the added area or any part thereof and to confirm any agreement which has been or may be entered into between the Corporation and the said Lord Mayor, Aldermen and Citizens with reference to such transfer.

9. To revoke the powers of the said Lord Mayor Aldermen and Citizens with reference to the supply of electricity in any part or parts of the added area and to repeal so much of the Liverpool Electricity Acts and Orders 1921 to 1936 as relates to such supply.

Printed copies of the draft Order as applied for and of the Order when made may be obtained at the price of two shillings for each copy at the offices of the undermentioned Town Clerk and Parliamentary Agents and at the shop occupied by Mr. William Jenkinson Rigby, St. Helens Road, Eccleston Hill, St. Helens.

And notice is hereby given that copies of the draft Order and of an ordnance map showing the added area and the streets in which it is proposed that electric lines shall be laid down within a period to be specified in the Order have been deposited for public inspection with the Clerk of the Peace for the County Palatine of Lancaster at his Office at Preston, and with the Town Clerk of the Borough of St. Helens at his office therein.

Any authority, company, body or person desirous of bringing before the Electricity Commissioners any objections respecting the application must do so by letter sent by registered post addressed to the Secretary, Electricity Commission, Savoy Court, Strand, W.C.2, and despatched on or before the 1st day of October, 1936.

A copy of any such objections must at the same time be forwarded to the undersigned Town Clerk and Parliamentary Agents.

Dated this 30th day of July, 1936.

W. H. POLLITT, Town Clerk, St. Helens.

SARPE, PRITCHARD AND Co., Palace Chambers, Bridge Street, Westminster,

(097) S.W.1, Parliamentary Agents.

ELECTRICITY (SUPPLY) ACT, 1926.

LIVERPOOL ELECTRICITY ACTS AND ORDERS,
1921 TO 1936.

WHEREAS the Corporation of Liverpool (hereinafter referred to as "the Corporation") propose to supply to the London Midland and Scottish Railway Company (hereinafter referred to as "the Railway Company") electricity to be used for any purposes of the Railway undertaking whether within or without the area of supply of the Corporation.

Notice is hereby given that the Corporation have applied for the consent of the Minister of Transport under Section 47 of the Electricity (Supply) Act, 1926 to such supply being given by the Corporation to the Railway Company.

And notice is further given that the Railway Company have also applied for the consent of the Minister under the said Section to use the electricity so supplied for any purposes of their undertaking for which they are entitled to use electricity.

Any Company, body or person affected and wishing to state objections to the application may do so by registered letter addressed to the Secretary, Ministry of Transport, Whitehall Gardens, London, S.W.1, within twenty-one days of the date of this Notice, and a copy of the objection must be addressed to us.

Dated this 30th day of July, 1936.

For and on behalf of the Corporation of Liverpool.

WALTER MOON, Town Clerk, Municipal Buildings, Liverpool.

For and on behalf of the London Midland and Scottish Railway Company.

ALEXANDER EDDY, Solicitor, Euston (224) Station, London, N.W.1.

LIVERPOOL CORPORATION TRAMWAYS ORDER, 1925.

EXTENSION OF TIME.

WHEREAS the period limited for the completion and opening for public traffic of Tramways Nos. 6 and 6A authorised by the Liverpool Corporation Tramways Order, 1925, would unless further prolonged by direction of the Minister of Transport expire on the thirty-first day of July, 1936.

Now, therefore, the Minister of Transport by virtue and in exercise of the powers vested in him by the Tramways Act, 1870, does hereby direct that the said period shall be further prolonged till the thirty-first day of July, 1937.

Signed this twenty-seventh day of July, 1936.

(Sgd.) F. GORDON TUCKER,
Authorised by the Minister,
Ministry of Transport.

(201)

TRAFFORD PARK RAILWAYS.

NOTICE is hereby given that The Trafford Park Company, in exercise of the powers conferred upon them by the Trafford Park Acts, 1904 and 1922, propose to make Byelaws as set out hereunder.

BYELAWS.

Made by The Trafford Park Company under and in pursuance of the Trafford Park Acts, 1904 and 1922.

These Byelaws shall apply to all and any parts of the Trafford Park Railways as hereinafter defined and of the undertaking of the Company connected therewith.

1.—In these Byelaws the following words and expressions have the following meanings (except where the subject or the context requires otherwise):—

"The Company" means The Trafford Park Company.

"The Railway" means all the Railways and Railway Sidings owned by The Trafford Park Company within the area known as Trafford Park, as defined in Section 4 of the Trafford Park Act, 1904.

2.—Any person offending against the following Byelaw No. 3 shall be liable for every such offence to a penalty not exceeding forty shillings for a first offence, and not exceeding five pounds for any subsequent offence: and any person offending against the following Byelaw No. 4 shall be liable for every such offence to a penalty not exceeding five pounds.

3.—No person, except a servant or agent of the Company in the performance of his duty, or other authorised person, shall mount or attempt to mount on any railway engine, van, wagon, or vehicle upon the Railway. Any person offending against this Byelaw and failing to desist immediately on request by any person authorised by the Company may be removed from the engine, van, wagon or vehicle, or from the Railway, by or under the direction of such authorised person, without prejudice to any penalty incurred by the infraction of this Byelaw.

4.—No person shall wilfully, wantonly or maliciously move or set in motion, or interfere or tamper with any locomotive, railway wagon, crane, railway switch or lever, capstan, hand-propelled railway trolley, signal or appliance for working signals, or with any other machinery or interfere or tamper with any chain, rope, tarpaulin or other working appliance on or connected with the Railway, or break, cut, scratch, tear, soil, deface or damage any such thing, or any notice, label, advertisement, number plate, number, figure, or letter therein or thereupon, or remove any such article or thing therefrom or deface or damage any property upon the Railway. Any person offending against this Byelaw and regulation shall be liable to the Company for the amount of damage done, without prejudice to any penalty incurred by the infraction of this Byelaw.

These Byelaws shall come into operation on the expiration of fourteen days after the date of the confirmation thereof by the Minister of Transport.

The Common Seal of The Trafford Park Company was hereunto affixed on the seventeenth day of June, one thousand nine hundred and thirty-six, in the presence of:—

(Signed)

G. R. T. TAYLOR,
THOS. G. MELLORS,
Directors.

The Seal
of
The Trafford
Park
Company

C. A. GRUNDY,
Secretary.

And notice is hereby given that objections to the said Byelaws should be addressed to the Assistant Secretary, Secretarial Department, Ministry of Transport, 6, Whitehall Gardens, S.W.1, within 21 days from the date hereof, and at the same time a copy of such objections must be sent to the undersigned.

Copies of the proposed Byelaws can be obtained on application to the undersigned at the price of 3d. per copy.

Dated this 31st day of July, 1936.

CHAS. A. GRUNDY,
Secretary.

The Trafford Park Company,
Trafford Park,
(014) Manchester 17.

LONDON PASSENGER TRANSPORT (VALUATION FOR RATING) ORDER, 1935.

LONDON PASSENGER TRANSPORT (VALUATION FOR RATING) SCHEME, 1935.

RAILWAYS (VALUATION FOR RATING) ACT, 1930, AS APPLIED WITH ADAPTA- TIONS AND MODIFICATIONS TO THE LONDON PASSENGER TRANSPORT BOARD: SECTION 13.

RAILWAY ASSESSMENT AUTHORITY: APPORTION- MENT SCHEME.

PUBLIC NOTICE.*

NOTICE is hereby given that the Railway Assessment Authority (hereinafter called "the Authority") have, in pursuance of Section 13 of the Railways (Valuation for Rating) Act, 1930, as applied with adaptations and modifications to the London Passenger Transport Board by the London Passenger Transport (Valuation for Rating) Scheme, 1935, and the London Passenger Transport (Valuation for Rating) Order, 1935, prepared a scheme for determining—

(a) the principles in accordance with which the net annual value of the transport undertaking as a whole of the London Passenger Transport Board is to be apportioned by the said Authority between the transport hereditaments occupied by the Board; and

(b) the basis on which the expenses of the Authority are to be apportioned among the councils of the several counties and county

boroughs within which the said transport undertaking is carried on.

The scheme may be inspected at the Office of the Authority, at 32, Queen Anne's Gate, London, S.W.1, on any day within two months from the date of publication hereof between the hours of 10 a.m. and 5 p.m. or on Saturdays between the hours of 10 a.m. and 12.30 p.m. (Sundays and public holidays excluded). Copies of the Scheme (price 3d. each) may be had on application to the Authority at the above address.

And notice is further given that any representations under the said section with respect to the said Scheme must be made to the Authority within two months from the date of the publication hereof.

A. E. JOLL,

Clerk of the said Authority.

* The above notice is given in pursuance of Section 13 (3) of the Railways (Valuation for Rating) Act, 1930, as applied with adaptations and modifications to the London Passenger Transport Board, and the form of the notice is in accordance with the Railway Assessment Authority (Notice of London Transport Apportionment Scheme) Regulations, 1936. The said Section 13 (3) is as follows:—

"The Authority" (i.e., the Railway Assessment Authority) "shall, as soon as they have prepared a scheme in accordance with the provisions of this section, give public notice thereof in the prescribed form and manner, and, after hearing and considering any representations which may be made to them by the Board" (i.e., the London Passenger Transport Board), "or any county valuation committee, or the council of any county borough, or any other rating authority whose interests are in the opinion of the Authority specially affected, within such period, not being less than two months, as may be specified in the notice, shall make in the scheme such modifications, if any, as they consider necessary and submit the scheme to the Minister" (i.e., the Minister of Health).

(244)

ROTHER NAVIGATION.

ABANDONMENT OF ROTHER NAVIGATION.

In the Matter of the Railway and Canal Traffic Act, 1888, and In the Matter of a Warrant of the Minister of Transport dated the 15th April, 1936, authorising the abandonment of the River Rother Navigation.

ORDER.

WHEREAS by Section 45 (1) of the Railway and Canal Traffic Act, 1888, it is enacted that where on the application of a Canal Company it appears to the Board of Trade that any canal or part of a canal belonging to the Applicants (hereinafter referred to as an unnecessary canal) is at the time of making the application unnecessary for the purposes of public navigation the Board of Trade may by Warrant signed by their Secretary authorise the abandonment by the existing proprietors of such unnecessary

canal and after the granting of the Warrant and the due publication as required by the Board of Trade of a notice of the granting thereof the Board of Trade may make an Order releasing the Canal Company or others the proprietors of the unnecessary canal from all liability to maintain the same canal and from all statutory and other obligations in respect thereof or of or consequent on the abandonment thereof:

And whereas by Section 2 (1) of the Ministry of Transport Act, 1919, and the Ministry of Transport (Board of Trade Exception of Powers) Order, 1919, the powers of the Board of Trade in relation to canal undertakings were transferred to the Minister of Transport:

And whereas by a public act of Parliament 31 George III cap. 66 George O'Brien, Earl of Egremont, was empowered to make and maintain the River Rother navigable from the Town of Midhurst to a certain meadow called Railed Pieces or Stopham Meadow in the Parish of Stopham and a navigable cut from the said River to the River Arun at or near Stopham Bridge in the County of Sussex, and for other purposes.

And whereas such navigation was constructed accordingly and except all such part thereof as lies between the Town of Midhurst aforesaid and the highway bridge known as Lodge or Lods Bridge in the Parish of Lodsworth is now vested in the Right Hon. Charles Henry Baron Leconfield, G.C.V.O.

And whereas such excepted part of the said navigation as aforesaid is now vested in the Cowdray Trust Limited and John Lister Walsh, as Trustees of the Cowdray Estate, Sussex.

And whereas by Warrant dated the 15th April, 1936, and signed under the authority of the Minister of Transport, the Minister of Transport under the powers conferred on him by the said Section 45 of the Railway and Canal Traffic Act, 1888, authorised the abandonment of the said River Rother Navigation.

And whereas the notice of the granting of the said Warrant has been duly published as required by the Minister of Transport:

Now therefore in pursuance of the powers conferred upon him by Section 45 of the Railway and Canal Traffic Act, 1888, the Minister of Transport does hereby order that the Right Hon. Charles Henry Baron Leconfield, G.C.V.O., and the Trustees of the Cowdray Estate, Sussex, shall from the date hereof be released from all liability to maintain the aforesaid navigation and from all obligations arising under the said Act of 31 George III cap. 66 or otherwise in respect thereof or of or consequent on the abandonment thereof.

Given under the seal of the Minister of Transport this seventh day of July, 1936.

(L.S.) F. GORDON TUCKER,
(221) Authorised by the Minister.

LONDON PASSENGER TRANSPORT ACT, 1934.

NOTICE is hereby given in pursuance of Section 6 of the London Passenger Transport Act, 1934, that the London Passenger Transport Board intend to make application to the

Minister of Transport for the approval of provision for the turning of trolley vehicles in Howland Street, Whitfield Street, Fitzroy Street and Maple Street in the Metropolitan Borough of St. Pancras being streets or roads not comprised in any of the trolley vehicle routes authorised by the said Act.

A copy of the plan of the turning point has been or will be deposited for public inspection on or before the 31st day of July, 1936, with the Town Clerk of the Metropolitan Borough of St. Pancras at his Office at the Town Hall, Pancras Road, N.W.1.

Any objection made with respect to the application by or on behalf of persons affected or interested must be sent to the Minister of Transport on or before the 22nd day of August, 1936. Every objection shall be in writing and state the specific grounds of objection to the application.

Dated this 31st day of July, 1936.

C. G. PAGE, 55, Broadway, Westminster,
S.W.1, Parliamentary Officer of the
(223) Board.

LANCASHIRE COUNTY COUNCIL.

ECCLESTON STREET, PRESCOT.

NOTICE is hereby given that on the 20th of July, 1936, the Minister of Transport made an Order under Section 46 (3) of the Road Traffic Act, 1930, further amending the County of Lancashire Roads (Restriction) Order, 1926, prohibiting the driving of various classes of mechanically propelled vehicles on the above named highway in the County of Lancashire.

Copies of the original Order and of the amending Orders, price 1d. net each, may be obtained from His Majesty's Stationery Office, York Street, Manchester, or through any bookseller.

GEORGE ETHERTON,

Clerk of the County Council.

County Offices,
Preston.

28th July, 1936.

(225)

KING'S LYNN TOWN COUNCIL.

ROAD TRAFFIC ACT, 1930.

ROAD AND RAIL TRAFFIC ACT, 1933.

NOTICE is hereby given that on the 18th July, 1936, the Minister of Transport modified and confirmed the Borough of King's Lynn Road (Restriction) Order, 1936, made by the Mayor, Aldermen and Burgesses of the Borough of King's Lynn under Section 46 (1) of the Road Traffic Act, 1930, and Section 29 of the Road and Rail Traffic Act, 1933; the Order as modified provides that:—

1. Subject to certain exemptions no person shall drive or cause to be driven any heavy

locomotive, light locomotive, motor tractor, or heavy motor car (as respectively defined in Section 2 of the Road Traffic Act, 1930, or any Regulations made or to be made thereunder) or any motor car (as defined as aforesaid) with seats for more than 7 persons exclusive of the driver on Tower Street, in the Borough of King's Lynn, from St. James' Street to the South sides of Sedgford Lane and South Clough Lane.

2. The Borough of King's Lynn (Traffic Regulation) Order, 1935, shall be revoked.

The Order is available for inspection at the Town Hall, King's Lynn.

FRANK G. REEVES,
Town Clerk.

Town Hall,
King's Lynn.
27th July, 1936.
(226)

BOROUGH OF HORNSEY.

LOCAL GOVERNMENT ACT, 1933.

Alteration of Number and Boundaries of Wards and Number of Councillors.

NOTICE is hereby given that His Majesty by an Order in Council has approved a Scheme under the Local Government Act, 1933, for the alteration of the number and boundaries of the wards and the number of Councillors of the Borough of Hornsey. A copy of the said Order will be open to inspection at the Town Hall, The Broadway, Crouch End, N.8, during the usual office hours.

The Order provides that the said Scheme shall come into operation forthwith.

Dated this 31st day of July, 1936.

H. BEDALE,
Town Clerk.

Town Hall,
Crouch End, N.8.
(035)

Crown Copyright Reserved.

AN ACCOUNT of the IMPORTATIONS of BULLION and SPECIE registered from documents received in the Statistical Office,
Customs and Excise, London, from mid-day on the 27th July, 1936, to mid-day on the 30th July, 1936.

IMPORTED INTO THE UNITED KINGDOM.

Countries.	GOLD.					SILVER.					Total of Gold and Silver.
	Bullion.		Coin.		Total of Gold.	Bullion.		Coin.		Total of Silver.	
	Unrefined, in dust, amalgam (i.e., lumps), and bars.	Refined, in bars, etc.	Of legal tender in the United Kingdom.	Not of legal tender in the United Kingdom.		Unrefined.	Refined.	Of legal tender in the United Kingdom.	Not of legal tender in the United Kingdom.		
	£	£	£	£	£	£	£	£	£	£	£
British South Africa ...	88,013	1,671,610	—	—	1,759,623	—	—	—	—	—	1,759,623
Uganda Protectorate ...	2,198	—	—	—	2,198	—	—	—	—	—	2,198
Australia ...	—	11,416	1,500	9	12,925	—	58	1,065	—	1,123	14,048
Canada ...	—	—	—	—	—	2,000	—	—	—	2,000	2,000
Germany ...	—	2,029	—	—	2,029	—	—	—	—	—	2,029
Netherlands ...	—	41,878	900	3,802	46,580	—	—	—	40	40	46,620
Belgium ...	—	—	—	—	—	—	5,286	—	26	5,312	5,312
France ...	1,200	4,996,566	—	—	4,997,766	—	3,016	23	74	3,113	5,000,879
Japan ...	—	—	—	—	—	2,550	28,099	—	—	30,649	30,649
Venezuela ...	4,355	—	—	—	4,355	—	—	—	—	—	4,355
Other Countries ...	2,381	—	—	187	2,568	—	—	—	22	22	2,590
Total declared value of the Importations registered from mid-day on the 27th July, 1936, to mid-day on the 30th July, 1936.	98,147	6,723,499	2,400	3,998	6,828,044	4,550	36,459	1,088	162	42,259	6,870,303

Crown Copyright Reserved.

AN ACCOUNT of the EXPORTATIONS of BULLION and SPECIE registered from documents received in the Statistical Office, Customs and Excise, London, from mid-day on the 27th July, 1936, to mid-day on the 30th July, 1936.

EXPORTED FROM THE UNITED KINGDOM.

Countries.	GOLD.					SILVER.					Total of Gold and Silver.
	Bullion.		Coin.		Total of Gold.	Bullion.		Coin.		Total of Silver.	
	Unrefined, in dust, amalgam (i.e., lumps), and bars.	Refined, in bars, etc.	Of legal tender in the United Kingdom.	Not of legal tender in the United Kingdom.		Unrefined.	Refined.	Of legal tender in the United Kingdom.	Not of legal tender in the United Kingdom.		
British India	£ —	£ —	£ 5,905	£ —	£ 5,905	£ —	£ 294	£ —	£ —	£ 294	£ 6,199
Norway	—	—	—	—	—	—	1,241	—	—	1,241	1,241
Germany	—	—	—	—	—	—	1,450	—	—	1,450	1,450
Netherlands	—	—	6,456	4,180	10,636	—	—	40	—	40	10,676
France	—	6,288	8,900	6,321	21,509	—	—	—	—	—	21,509
Egypt	—	—	—	—	—	—	1,750	—	—	1,750	1,750
United States of America	69,840	—	—	—	69,840	—	—	—	—	—	69,840
Other Countries	—	—	—	—	—	—	760	—	801	1,561	1,561
Total declared value of the exports of Bullion and Specie registered from mid-day on the 27th July, 1936, to mid-day on the 30th July, 1936.	69,840	6,288	21,261	10,501	107,890	—	5,495	40	801	6,336	114,226

Statistical Office, H.M. Customs and Excise, Dudley House, Endell St., W.C.2.
30th July, 1936.

W. HENDERSON, Controller.

AN ACCOUNT pursuant to the Bank Notes (Scotland) Act, 1845, and the Currency and Bank Notes Act, 1928, of the Amount of Notes authorised by Law to be issued by the several Banks of Issue in Scotland, and the Average Amount of Notes in Circulation, and of Bank of England Notes and Coin held during the Four Weeks ended Saturday, the 18th day of July, 1936.

Name and Title as set forth in Licence.	Name of Firm.	Approved Offices.	Circulation Authorised by Certificate.	Average Circulation during Four Weeks ended as above.			Average Amount of Bank of England Notes and Coin held during Four Weeks ended as above.		
				£5 and upwards.	Under £5.	Total.	*Gold and Bank of England Notes.	Silver.	Total.
Bank of Scotland	The Governor and Company of the Bank of Scotland.	{ Edinburgh Glasgow ... }	£ 396,852	1,343,710	2,078,156	3,421,866	3,127,942	166,629	3,294,571
Royal Bank of Scotland	Royal Bank of Scotland	{ Edinburgh Glasgow ... }	216,451	1,145,604	1,971,725	3,117,329	3,061,931	201,224	3,263,155
British Linen Bank... ..	British Linen Bank... ..	{ Edinburgh Glasgow ... }	438,024	927,463	1,856,960	2,784,423	2,509,073	174,827	2,683,900
Commercial Bank of Scotland Limited.	Commercial Bank of Scotland Limited.	{ Edinburgh Glasgow ... }	374,880	1,367,833	2,268,867	3,636,700	3,432,330	236,239	3,668,569
National Bank of Scotland Limited	National Bank of Scotland Limited	{ Edinburgh Glasgow ... }	297,024	942,807	1,755,374	2,698,681	2,482,993	142,630	2,625,623
Union Bank of Scotland Limited ...	Union Bank of Scotland Limited	{ Edinburgh Glasgow ... }	454,346	1,132,169	1,558,846	2,691,015	2,369,795	164,349	2,534,144
North of Scotland Bank Limited ...	North of Scotland Bank Limited...	{ Aberdeen Glasgow ... }	224,452	1,066,129	1,168,623	2,234,752	2,095,464	81,655	2,177,119
Clydesdale Bank Limited	Clydesdale Bank Limited	{ Glasgow ... Edinburgh }	274,321	1,082,185	1,813,936	2,896,121	2,713,715	226,228	2,939,943

I hereby certify that each of the Bankers named in the above Return, who have in Circulation an amount of Notes beyond that authorised in their Certificate* have held an amount of Bank of England Notes and Gold and Silver Coin not less than that which they are required to hold during the period to which this Return relates.

Dated 30th day of July, 1936.

W. A. McKEARS, Registrar of Bank Returns.

* This column includes Bank of England Notes deposited at the Bank of England which, by virtue of Sec. 9 (1) of the Currency and Bank Notes Act, 1928, are to be treated as gold coin held by the Bank.

H.M. LAND REGISTRY.

The following land is about to be registered. Objections (if any) should be addressed to "H.M. Land Registry, London, W.C.2," before the 14th day of August, 1936.

FREEHOLD.

- (1) 34 to 39 (inc.), Headcorn Road, N.17, by National Real Estate & Finance Co. Ltd.
- (2) Land forming part of Coghurst Estate, Ore, Sussex, by M. C. Scott, S. W. Kingdon and G. P. Statham, all of Sanrock, Hall, Ore.
- (3) 8, 10 and 12, Sutton Road, N.15, by The Stamford Hill Bakeries Limited.
- (4) Dartmouth, Aldeburgh, Suffolk, by M. A. Clow of that address.
- (5) 75, Pams Way, Ewell, Surrey, by A. S. Boxall, 11, High Road, N.22.
- (6) Land in Campbell Road and Eldon Road, Caterham, Surrey, by H. G. Diprose, 35, Clapham Road, S.W.9, and A. H. Westcott, 112, Strand, W.C.2.
- (7) Redmayes, Oakwood Close, Chislehurst, Kent, by R. E. Adcock of that address.
- (8) Land in Watford Road, Stanmore, Middlesex, by G. R. Gough, Alderbourne, 87, Herkomer Road, Bushey, Herts.
- (9) Land in Sidney Road, Walton-on-Thames, Surrey, by S. S. Smith, 125, Gloucester Road, Hampton, Middlesex.
- (10) 3, West Road, N.17, by W. S. Mudge, 778, High Road, N.17.
- (11) 79, Hayes Wood Avenue, Hayes, Kent, by T. E. Bowcock of that address.
- (12) Land in the Parishes of Chesham and Latimer, Bucks, by Hilltop (Chesham) Estates Limited.
- (13) Land in Lynton Mead, Totteridge, Herts, by A. R. Pilgrim, Parciau, Oakleigh Avenue, N.20.
- (14) Jessamine Cottage, Walberton, Arundel, Sussex, by J. G. Wilkins, Cora Linn, 18, Hawthorne Road, Sutton, Surrey, F. C. Wilkins, 83, Tokyngton Avenue, Wembley, Middlesex, and C. A. Cross, 69, Wavertree Court, Brixton, S.W.
- (15) Land at the end of Pembroke Avenue, Enfield, Middlesex, by E. N. Bisley, 2, Eastern Avenue, Harold Wood, Essex.
- (16) Land in Letchworth Hill, Hitchin, Herts, by T. Currey, 38, Chatsworth Gardens, W.3.
- (17) 26 and 28, St. Mary's Road, N.8, by N. Davis, 314, High Road, N.15.
- (18) Land in Northolt Road and Alexandra Avenue, South Harrow, Middlesex, by Orbital Investments Limited.
- (19) Part of Town Court Estate, Orpington, Kent, by New Ideal Homesteads Ltd.
- (20) Land in Cambridge Arterial Road and Firs Lane, Edmonton, N., by T. Blade, Crowlands, Jutsums Lane, Romford, Essex.
- (21) Land in Field End Road, Ruislip, Middlesex, by A. J. A. Taylor & Company Limited.
- (22) Hill Lodge, Heath Park Road, Romford, Essex, by A. Ridgwell of that address.
- (23) Open View, The Cliff, Roedean, Brighton, by W. J. Earles, 12, Chichester Terrace, Brighton.

LEASEHOLD.

- (1) The Regent Cinema, High Road, Burnt Oak, Middlesex, by Odeon (Burnt Oak) Limited.
- (2) 24, Alpha Place North, N.W.6, by The Corporation of Willesden.
- (3) 55, Mayhill Road, S.E.7, by C. W. Steele, 83, Greenwich Road, S.E.10.
- (4) 27, Welbeck Street, W.1, by E. B. Simpson of that address.
- (5) 24, Rochford Way, West Croydon, Surrey, by Mervyn Estates Limited.
- (6) 106, Bushey Park Road, Teddington, Middlesex, by S. A. Page, Leinster, Queens Gate Road, Ramsgate, Kent.

J. S. STEWART-WALLACE, Chief Land Registrar.

BANK OF ENGLAND.

An ACCOUNT pursuant to the Acts 7 & 8 Vict. cap. 32 and 18 & 19 Geo. V. cap. 13,
for the Week ending on Wednesday, the 29th day of July, 1936.

ISSUE DEPARTMENT.

Notes Issued :	£		£
In Circulation	448,570,759	Government Debt	11,015,100
In Banking Department ...	51,370,460	Other Government Securities ...	247,046,819
		Other Securities	1,308,090
		Silver Coin	629,991
		Amount of Fiduciary Issue ...	£260,000,000
		Gold Coin and Bullion	239,941,219
	<u>£499,941,219</u>		<u>£499,941,219</u>

Dated the 30th day of July, 1936.

K. O. PEPPIATT, Chief Cashier.

BANKING DEPARTMENT.

	£		£
Proprietors' Capital	14,553,000	Government Securities	96,408,310
Rest	3,570,642	Other Securities	26,224,551
Public Deposits (including Ex- chequer, Savings Banks, Com- missioners of National Debt and Dividend Accounts) ...	42,292,162	Notes	51,370,460
Other Deposits	114,594,542	Gold and Silver Coin	1,007,025
Seven Day and other Bills ...	—		
	<u>£175,010,346</u>		<u>£175,010,346</u>

Dated the 30th day of July, 1936.

K. O. PEPPIATT, Chief Cashier.

A Separate Building, duly certified for religious worship, named ELIM TABERNACLE, situated at Rendle Street, in the civil parish of Plymouth, in Plymouth registration district, in the county borough of Plymouth, was, on the 25th July, 1936, registered for solemnizing marriages therein, pursuant to 6 & 7 Will. IV, c. 85.—Dated the 27th July, 1936.

HERBERT J. H. HAWKEN, Deputy Superin-
(015) tendent Registrar.

A Separate Building, duly certified for religious worship, named COSHAM CONGREGATIONAL CHURCH, situated at Corner of "The Close," Mulberry Lane, Cosham, in the civil parish of Portsmouth, in Portsmouth registration district, in the county borough of Portsmouth, was, on the 27th July, 1936, registered for solemnizing marriages therein, pursuant to 6 & 7 Will. IV, c. 85.—Dated the 28th July, 1936.

H. C. MORRELL, Superintendent Registrar.
(016)

A Separate Building, duly certified for religious worship, named MISSION HALL, situated at Landford Wood, in the civil parish of Landford, in Salisbury registration district, in the county of Wilts, was, on the 24th July, 1936, registered for solemnizing marriages therein, pursuant to 6 & 7 Will. IV, c. 85.—Dated the 25th July, 1936.

ERNEST MOULD, Superintendent Registrar.
(017)

NOTICE is hereby given that the Place of Meeting for religious worship described as METHODIST CHAPEL, situated at Doncaster Road, in the civil parish of Barnsley, in the registration district of Barnsley, in the county borough of Barnsley, which was duly certified for worship on the 20th day of October, 1896, has wholly ceased to be used as a Place of Meeting for religious worship by the congregation on whose behalf it was so certified, and that the Registrar-General has caused the record of the certification thereof to be cancelled pursuant to the Act 18 & 19 Vict., c. 81, from the 30th day of July, 1936.—Witness my hand this 30th day of July, 1936.

G. V. HOWELL, for Registrar-General of
Births, Deaths and Marriages in England
and Wales.

NOTICE is hereby given that the Place of Meeting for religious worship, described as CHRISTIAN SPIRITUALIST CHURCH, situated at Room on Top Floor, 62, High Street, in the civil parish of Hucknall, in the registration district of Basford, in the county of Nottingham, which was duly certified for worship on the 14th day of March, 1934, has wholly ceased to be used as a Place of Meeting for religious worship by the congregation on whose behalf it was so certified, and that the Registrar-General has caused the record of the certification thereof to be cancelled pursuant to the Act 18 & 19 Vict., c. 81, from the 28th day of July, 1936.—Witness my hand this 28th day of July, 1936.

G. V. HOWELL, for Registrar-General of
Births, Deaths and Marriages in England
and Wales.

NOTICE is hereby given that the Place of Meeting for religious worship, described as **CHRISTIAN SPIRITUALIST CHURCH**, situated at Room on First Floor, 153, Oxford Road, Chorlton-on-Medlock, in the civil parish of Manchester, in the registration district of Manchester South, in the county borough of Manchester, which was duly certified for worship on the 12th day of October, 1934, has wholly ceased to be used as a Place of Meeting for religious worship by the congregation on whose behalf it was so certified, and that the Registrar-General has caused the record of the certification thereof to be cancelled pursuant to the Act 18 & 19 Vict., c. 81, from the 28th day of July, 1936.—Witness my hand this 28th day of July, 1936.

G. V. HOWELL, for Registrar-General of Births, Deaths and Marriages in England and Wales.

NOTICE is hereby given that the Place of Meeting for religious worship, described as **CHRISTIAN SPIRITUAL CHURCH**, situated at First Floor, 26, Greyfriar Gate, in the civil parish of Nottingham, in the registration district of Nottingham, in the county borough of Nottingham, which was duly certified for worship on the 14th day of January, 1936, has wholly ceased to be used as a Place of Meeting for religious worship by the congregation on whose behalf it was so certified, and that the Registrar-General has caused the record of the certification thereof to be cancelled pursuant to the Act 18 & 19 Vict., c. 81, from the 28th day of July, 1936.—Witness my hand this 28th day of July, 1936.

G. V. HOWELL, for Registrar-General of Births, Deaths and Marriages in England and Wales.

In the High Court of Justice (Chancery Division).—Companies Court.

Mr. Justice Crossman.

No. 00450 of 1936.

In the Matter of **LIANNE WARE Limited**, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that a petition for the winding-up of the above named Company by the High Court of Justice was, on the 18th day of July, 1936, presented to the said Court by Dayer Smith Limited, whose registered office is at 14, Pollen Street, W.1, in the county of London, Beauty Preparation Proprietors, creditors of the said Company; and that the said petition is directed to be heard before the Court sitting at the Royal Courts of Justice, Strand, London, W.C., on the 19th day of October, 1936, and any creditor or contributory of the said Company desirous to support or oppose the making of an Order on the said petition may appear at the time of hearing, in person or by his Counsel, for that purpose; and a copy of the petition will be furnished to any creditor or contributory of the said Company requiring the same by the undersigned on payment of the regulated charge for the same.—Dated this 30th day of July, 1936.

RAYMOND OLIVER and CO., 25, Bedford Row, W.C.1, Solicitors for the Petitioners.

NOTE.—Any person who intends to appear on the hearing of the said petition must serve on, or send by post to, the above named, notice in writing of his intention so to do. The notice must state the name and address of the person, or, if a firm, the name and address of the firm, and must be signed by the person or firm, or his or their Solicitor (if any), and must be served, or, if posted, must be sent by post in sufficient time to reach the above named not later than one o'clock in the afternoon of the 17th day of October, 1936.

(098)

In the High Court of Justice (Chancery Division).—Companies Court.

Mr. Justice Crossman.

No. 00471 of 1936.

In the Matter of **KNIT & REED Limited**, and in the matter of the Companies Act, 1929.

NOTICE is hereby given that a petition for the winding-up of the above named Company by the High Court of Justice was, on the 27th day of July, 1936, presented to the said Court by Angora Yarns Limited, whose registered office is at 7, Barry Street, Bradford, in the county of York, Woollen Manufacturers, creditors of the said Company; and that the said petition is directed to be heard before the Court sitting at the Royal Courts of Justice, Strand, London, on the 19th day of October, 1936, and any creditor or contributory of the said Company desirous to support or oppose the making of an Order on the said petition may appear at the time of hearing, in person or by his Counsel, for that purpose; and a copy of the petition will be furnished to any creditor or contributory of the said Company requiring the same by the undersigned on payment of the regulated charge for the same.

JOHNSON, WEATHERALL STURT and HARDY, 7, King's Bench Walk, Temple, London, E.C.4; Agents for

J. HORACE LOCKWOOD, Bradford, Solicitor for the Petitioner.

NOTE.—Any person who intends to appear on the hearing of the said petition must serve on, or send by post to, the above named, Johnson, Weatherall, Sturt & Hardy, notice in writing of his intention so to do. The notice must state the name and address of the person, or, if a firm, the name and address of the firm, and must be signed by the person or firm, or his or their Solicitor (if any), and must be served, or, if posted, must be sent by post in sufficient time to reach the above named, Johnson, Weatherall, Sturt & Hardy, not later than one o'clock in the afternoon of the 17th day of October, 1936.

(217)

In the County Court of Durham, holden at Sunderland (Companies (Winding-up)).

No. 1 of 1936.

In the Matter of **COMFORT SUITES Limited**, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that a petition for the winding-up of the above named Company by the County Court of Durham, holden at Sunderland, was, on the 21st day of July, 1936, presented to the said Court by W. E. Rawson Limited, whose registered office is situate at Top Mills, Dewsbury Road, in the city of Leeds, Flock Manufacturers and Merchants; and that the said petition is directed to be heard before the Court sitting at the County Court House, John Street, Sunderland, in the county of Durham, on the 12th day of August, 1936, at 10.30 o'clock in the forenoon, and any creditor or contributory of the said Company desirous to support or oppose the making of an Order on the said petition may appear at the time of hearing, in person or by his Solicitor or Counsel, for that purpose; and a copy of the petition will be furnished to any creditor or contributory of the said Company requiring the same by the undersigned on payment of the regulated charge for the same.

J. S. and P. WALSH, Vince's Chambers, Victoria Square, Leeds, Solicitors for the Petitioner.

NOTE.—Any person who intends to appear on the hearing of the said petition must serve on, or send by post to, the above named, notice in writing of his intention so to do. The notice must state the name and address of the person, or, if a firm, the name and address of the firm, and must be signed by the person or firm, or his or their Solicitor (if any), and must be served, or, if posted, must be sent by post in sufficient time to reach the above named not later than six o'clock in the afternoon of the 11th day of August, 1936.

(207)

In the County Court of Warwickshire, holden at Birmingham.

No. 6 of 1936.

In the Matter of D. BRENHOLZ Limited, and In the Matter of the Companies Act, 1929.

NOTICE is hereby given that a petition for the winding-up of the above named Company by the County Court of Warwickshire, holden at Birmingham, was, on the 24th day of July, 1936, presented to the said Court by Winifred Beatrice Wyatt, trading as Wyatt & Son, of No. 4, Park Avenue, Soho Hill, in the city of Birmingham, a creditor of the above named Company. And that the said petition is directed to be heard before the Court sitting at the Court House, Corporation Street, Birmingham, on the 11th day of August, 1936, at the hour of 10.15 in the forenoon, and any creditor or contributory of the said Company desirous to support or oppose the making of an Order on the said petition, may appear at the time of hearing, in person, or by his Solicitor or Counsel, for that purpose; and a copy of the petition will be furnished to any creditor or contributory of the said Company requiring the same by the undersigned, on payment of the regulated charge for the same.—Dated this 27th day of July, 1936.

WESTWOOD MORRIS and CO., Neville House, Waterloo Street, Birmingham 2, Petitioner's Solicitors.

NOTE.—Any person who intends to appear on the hearing of the said petition must serve on, or send by post to, the above named, notice in writing of his intention so to do. The notice must state the name and address of the person, or, if a firm, the name and address of the firm, and must be signed by the person or firm, or his or their Solicitor (if any), and must be served or if posted, must be sent by post in sufficient time to reach the above named not later than 6 o'clock in the afternoon of the 10th day of August, 1936.

(161)

In the High Court of Justice.—Chancery Division.

Mr. Justice Bennett.

No. 00331 of 1936.

In the Matter of the BRITISH LJUNGSTRÖM MARINE TURBINE COMPANY Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that the Order of the High Court of Justice, Chancery Division, dated the 13th day of July, 1936, confirming the reduction of the capital of the above named Company from £25,000 to £12,500, and the Minute approved by the Court showing with respect to the share capital of the Company, as altered, the several particulars required by the above Act, were registered by the Registrar of Companies on the 27th day of July, 1936.—Dated this 29th day of July, 1936.

NICHOLSON GRAHAM and JONES, 19-21, Moorgate, London, E.C.2, Solicitors for the (075) said Company.

In the High Court of Justice.—Chancery Division.

Mr. Justice Bennett.

No. 00410 of 1936.

In the Matter of LINLEY ENGINEERING COMPANY Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that a petition for the confirmation of the reduction of the capital of the above named Company from £50,000 to £22,500 was, on the 2nd day of July, 1936, presented to His Majesty's High Court of Justice, and is now pending; and that by an Order dated the 10th day of July, 1936, an inquiry was directed as to the debts, claims and liabilities of the said Company as on the 10th day of July, 1936. A list of the persons admitted to have been creditors of the said Company on the 10th

day of July, 1936, may be inspected at the offices of the above named Company, situate at Nechells Park Works, Eliot Street, Birmingham, or at the offices of Messrs. Cohen & Cohen, of 112, Salisbury House, Finsbury Circus, in the city of London (the Solicitors for the said Company) at any time during usual business hours on payment of the charge of one shilling. Any person who claims to have been on the said 10th day of July, 1936, and still to be a creditor of the said Company, and who is not entered on the said list and claims to be so entered, must, on or before the 8th August, 1936, send in his name and address and the particulars of his claim, and the name and address of his Solicitor (if any), to Frederick Mitchell Iredale, a member of the undersigned firm of Solicitors, at the address mentioned below, or in default thereof he will be precluded from objecting to the proposed reduction of capital.—Dated the 28th day of July, 1936.

COHEN and COHEN, 112, Salisbury House, London, E.C.2 (the Solicitors for the above (080) named Company).

In the High Court of Justice.—Chancery Division.

Mr. Justice Bennett.

00295 of 1936.

In the Matter of BEVAN AND COMPANY Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that the Order of the High Court of Justice, Chancery Division, dated the 6th day of July, 1936, confirming the reduction of capital of the above named Company from £65,000 to £45,500, and the Minute approved by the Court showing with respect to the share capital of the Company, as altered, the several particulars required by the above Act, were registered by the Registrar of Companies on the 23rd day of July, 1936. The said Minute in the words and figures following:—

"The capital of Bevan and Company Limited was, by virtue of a Special Resolution and with the sanction of an Order of the High Court of Justice dated the 6th day of July, 1936, reduced from the former capital of £65,000, divided into 2,000 Preference shares of £10 each and 4,500 Ordinary shares of £10 each, to £45,500, divided into 2,000 Preference shares of £7 each and 4,500 Ordinary shares of £7 each, all of which at the date of the registration of this Minute had been issued, and were deemed to be fully paid up. A Special Resolution of the Company has been passed to the effect that upon such reduction taking effect, the capital of the Company, as so reduced, be sub-divided into 14,000 Preference shares of £1 each and 31,500 Ordinary shares of £1 each, and the capital of the Company be increased to its former amount by the creation of 6,000 Preference shares of £1 each and 13,500 Ordinary shares of £1 each."

Dated the 27th day of July, 1936.

HOLLOWAY, BLOUNT and DUKE, 24, Lincoln's Inn Fields, W.C.2, Solicitors for (218) the Company.

In the High Court of Justice.—Chancery Division.

Mr. Justice Bennett.

00356 of 1936.

In the Matter of B. W. PARSONS Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that the Order of the High Court of Justice, Chancery Division, dated the 13th day of July, 1936, confirming the reduction of the capital of the above named Company from £20,000 to £10,000, and the Minute approved by the Court showing with respect to the share capital of the Company, as altered, the several particulars required by the above Act, were registered by the Registrar of Companies on the 27th day of July, 1936.—Dated this 29th day of July, 1936.

PENNINGTON and SON, 64, Lincoln's Inn Fields, W.C.2, Solicitors for the said Company. (100)

In the High Court of Justice.—Chancery Division.

Mr. Justice Bennett.

No.00784 of 1935.

In the Matter of BLOUNT & COMPANY Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that the Order of the High Court of Justice, Chancery Division, dated the 13th day of July, 1936, sanctioning the scheme of arrangement and confirming the reduction of the capital of the above named Company from £150,000 divided into 100,000 $7\frac{1}{2}$ per cent. cumulative Preference shares of £1 each, and 1,000,000 Ordinary shares of 1s. each, to £42,500 divided into 100,000 Preference shares of 7s. 3d. each and 1,000,000 Ordinary shares of $1\frac{1}{2}$ d. each, and the Minute approved by the Court, showing with respect to the share capital of the Company, as altered, the several particulars required by the above Act, were registered by the Registrar of Companies on the 25th day of July, 1936.—Dated the 28th day of July, 1936.

MAUDE and TUNNICLIFFE, of 15, Arundel Street, Strand, London, W.C.2; Agents for

TAYLOR, SIMPSON and MOSLEY, of 35, St. Mary's Gate, Derby, Solicitors for the (099) said Company.

In the High Court of Justice.—Chancery Division.

Mr. Justice Bennett.

No. 00388 of 1936.

In the Matter of FISADCO Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that the Order of the High Court of Justice, Chancery Division, dated the 13th day of July, 1936, confirming the reduction of the capital of the above named Company from £75,000 to £312 10s., and the Minute approved by the Court showing with respect to the share capital of the Company as altered and several particulars required by the above Act, were registered with the Registrar of Companies on the 25th day of July, 1936. The said Minute is in the words and figures following:—

“The capital of Fisadco Limited, was by virtue of a Special Resolution and with the sanction of an Order of the High Court of Justice dated the 13th day of July, 1936, reduced from £75,000 divided into 75,000 shares of £1 each to £312 10s. divided into 75,000 shares of 1d. each. At the date of the registration of this Minute all the said shares have been issued and are deemed to be fully paid up.”

Dated this 29th day of July, 1936.

LINKLATERS and PAINES, 2, Bond Court, Walbrook, London, E.C.4, Solicitors for the (194) said Company.

In the High Court of Justice.—Chancery Division.

Mr. Justice Bennett.

No.00302 of 1936.

In the Matter of HUDDERSFIELD FINE WORSTEDS Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that a petition for the confirmation of the reduction of the capital of the above named Company from £800,000 to £500,000, was on the 9th July, 1936, presented to His Majesty's High Court of Justice, and is now pending. And that by an Order dated the 14th July, 1936, an enquiry was directed as to the debts, claims and liabilities of the said Company as on the 21st July, 1936. A list of the persons admitted to have been creditors of the Company on the 21st July, 1936, may be inspected at the offices of the above named Company situate at Trafalgar Mills, Huddersfield, Yorks, or at the offices of the undermentioned Solicitors and Agents, at the respective addresses mentioned below, at any time during usual business hours on payment of the charge of one shilling. Any person who claims to have been on the said 21st July, 1936, and still to be a creditor of the said Company, and who is not entered on the said

list and claims to be so entered, must on or before the 12th August, 1936, send in his name and address, and the particulars of his claim and the name and address of his Solicitor (if any), to James Flower Best, a Member of the under-signed firm of Messrs. Mills & Best, at the address mentioned below or in default thereof he will be precluded from objecting to the proposed reduction of capital.

Dated the 29th day of July, 1936.

VAN SANDAU and CO., 7, Wilmington Square, Rosebery Avenue, London, W.C.1; Agents for

MILLS and BEST, Station Street Buildings, Huddersfield, Yorks, Solicitors for the above (101) named Company.

In the High Court of Justice.—Chancery Division.

Mr. Justice Bennett.

0050 of 1936.

Friday, the 10th day of July, 1936.

In the Matter of SADLER AND COMPANY Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that the Order of the High Court of Justice, Chancery Division, dated the 10th day of July, 1936, confirming the reduction of the capital of the above named Company from £425,000 to £329,208, and the Minute approved by the Court showing with respect to the capital of the Company, as altered, the several particulars required by the above Statute, was registered by the Registrar of Companies the 27th day of July, 1936.

BENTLEYS, STOKES and LOWLESS, 32, Bishopsgate, E.C.2; Agents for

BELK and SMITH, of Middlesbrough, (094) Solicitors for the above named Company.

In the High Court of Justice.—Chancery Division.

Mr. Justice Bennett.

No. 00352 of 1936.

In the Matter of the WALLSEND AND HEBURN COAL COMPANY Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that the Order of the High Court of Justice, Chancery Division, dated the 13th day of July, 1936, confirming the reduction of the capital of the above named Company from £470,005 to £112,005, and the Minute approved by the Court, showing with respect to the share capital of the Company as altered the several particulars required by the above Act were registered by the Registrar of Companies on the 24th day of July, 1936.—Dated this 27th day of July, 1936.

MINET PERING SMITH and CO., 6A, Bedford Square, London, W.C.1; Agents for

CLAYTON and GIBSON, Newcastle-on-Tyne, (007) Solicitors for the Company.

In the Matter of The GLOUCESTER & CHELTENHAM GREYHOUNDS Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that the Order of the High Court of Justice, Chancery Division, dated 8th day of July, 1936, confirming the reduction of the capital of the above named Company from £30,000 to £15,000, and the Minute approved by the Court, showing with respect to the capital of the Company, as altered, the several particulars required by the above Statute, were registered by the Registrar of Companies on 29th day of July, 1936; and further take notice that the said Minute is in the words and figures following:—
“The capital of Gloucester & Cheltenham Greyhounds Limited, was, by virtue of a Special Resolution and with the sanction of an Order of the High Court of Justice, dated the 8th day of

July, 1936, reduced from the former capital of £30,000 divided into 300,000 shares of 2s. each, to £15,000, divided into 300,000 shares of 1s. each, the whole of which shares had at the time of registration of this Minute been issued and were deemed to be fully paid. A Special Resolution of the Company has been passed to the effect that on such reduction taking effect the said 300,000 shares of 1s. each be consolidated into 150,000 shares of 2s. each, and that thereupon the capital of the Company should be increased to £30,000 by the creation of 150,000 new shares of 2s. each, and that 75,000 of the said new shares be Preference shares and the remaining 75,000 new shares be Ordinary shares, ranking in all respects *pari passu* with the existing shares."

Dated the 30th day of July, 1936.

STANLEY JOHNSON and ALLEN, Salisbury House, London Wall, E.C.2, Solicitors (037) for the Company.

In the High Court of Justice.—Chancery Division.

Mr. Justice Bennett.

No. 00382 of 1936.

In the Matter of ALLEN WEST and COMPANY Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that the Order of the High Court of Justice, Chancery Division, dated the 13th day of July, 1936, confirming the reduction of the capital of the above named Company from £700,000 to £370,000, and the Minute approved by the Court showing with respect to the share capital of the Company as altered the several particulars required by the above Act, were registered by the Registrar of Companies on the 25th day of July, 1936. The said Minute is in the words and figures following:—

"The capital of Allen West and Company Limited, was by virtue of a Special Resolution and with the sanction of an Order of the High Court of Justice, dated the 13th day of July, 1936, reduced from its former capital of £700,000 divided into 300,000 Preference shares of £1 each, and 400,000 Ordinary shares of £1 each, to £370,000 divided into 300,000 Preference shares of 18s. each, and 400,000 Ordinary shares of 5s. each. Ordinary Resolutions of the Company have also been passed to the effect that on such reduction being confirmed by the Court all the rights or privileges attached to the Preference shares be abrogated and all such Preference shares be converted into Ordinary shares the capital of the Company be sub-divided into 7,400,000 shares of 1s. each, and the capital be increased by the creation of 1,320,000 shares of 5s. each. At the date of the registration of this Minute all the said shares of 1s. each (which have been consolidated into shares of 5s. each), have been issued and are deemed to be fully paid up and none of the said 1,320,000 shares of 5s. each have been issued."

Dated this 29th day of July, 1936.

WATERHOUSE and CO., 10 and 12, Bishopsgate, London, E.C.2, Solicitors for the (193) Company.

In the County Court of Berkshire, holden at Newbury.

No. 1 of 1936.

In the Matter of WILTSHIRE EGG PRODUCERS Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that an Order of the above Court dated the 15th day of July, 1936, confirming the reduction of the capital of the above named Company from £10,000 to £5,000, and a Minute approved by the Court showing the particulars required by the above mentioned Act, have been registered by the Registrar of Companies on the 27th day of July, 1936.—Dated the 28th day of July, 1936.

PHELPS and LAWRENCE, Ramsbury, (129) Wilts, Solicitors for the Company.

CORINTHIAN PROMOTIONS Ltd.

The Companies Act, 1929.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at "The Green Man," Blackheath Hill, S.E.10, on the 28th day of July, 1936, the following Extraordinary Resolution was duly passed:—

"That it has been proved to the satisfaction of this Meeting that the Company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily; and that Mr. Patrick Seth-Smith, of 123, Cannon Street, London, E.C.4, Chartered Accountant, be and is hereby appointed Liquidator for the purposes of such winding-up."

(203) LIONEL SECCOMBE, Chairman.

In the Matter of EASTERN COUNTIES DISTRIBUTORS Limited.

The Companies Act, 1929.

AT an Extraordinary General Meeting of the Company, duly convened, and held at Southern House, Cannon Street, E.C.4, on Friday, the 24th July, 1936, the undermentioned Resolutions were passed as Special Resolutions:—

1. "That the Company be wound up voluntarily."

2. "That Redford Crossfield Harris, F.C.A., of Farleigh House, Cheapside, London, E.C.2, be appointed Liquidator for the purpose of such winding-up."

Dated this 24th day of July, 1936.

(200) L. G. OCKENDEN, Chairman.

BROOKHURST STUDIOS Limited.

The Companies Act, 1929.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at Kimberley House, 14-17, Holborn Viaduct, in the city of London, on the 24th day of July, 1936, the following Extraordinary Resolution was duly passed:—

"That it has been proved to the satisfaction of this Meeting that the Company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily; and that Mr. Parkin Stanley Booth, Certified Accountant, of Kimberley House, 14-17, Holborn Viaduct, London, E.C.1, be and he is hereby nominated Liquidator for the purposes of such winding-up."

At a subsequent Meeting of the creditors of the same Company, duly convened, and held at the same address on the same day the creditors confirmed the Resolution passed by the Members.—Dated the 24th day of July, 1936.

(006) HENRY BROCKHURST, Chairman.

AGARS Limited.

The Companies Act, 1929.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at the Chartered Accountants' Hall, 60, Spring Gardens, Manchester, on the 27th day of July, 1936, the following Extraordinary Resolution was duly passed:—

"That it has been proved to the satisfaction of this Meeting that the Company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same and accordingly that the Company be wound up voluntarily; and that Mr. Arthur T. Eaves, of 47, Mosley Street, Manchester, Chartered Accountant, be and is hereby appointed Liquidator for the purpose of such winding-up."

At a Meeting of creditors, duly convened, and held at the same place on the same date the above Resolution was confirmed.

(163) C. BELFIELD SMITH, Chairman.

The GROVE GLOVE COMPANY Limited.
(Members' Voluntary Winding-up.)

The Companies Act, 1929.

AT an Extraordinary General Meeting of the above named Company, duly convened, and held at 495, Buxton Road, Hazel Grove, Stockport, Cheshire, on Thursday, the 18th day of July, 1936, the following Special Resolution was duly passed:—

"That the Company be wound up as a Members' Voluntary Winding-up; and that Mr. William Roger Carter, of the firm of Carter, Chaloner & Kearns, Royal Mail House, 76, Cross Street, Manchester, Chartered Accountant, be appointed Liquidator for the purpose of such winding-up."

(187) E. P. ENDERLEIN, Chairman.

**Special Resolution of TRAFFORD
ENGINEERING COMPANY Limited.**

AT an Extraordinary General Meeting of the Members of the said Company, duly convened, and held at 14, Weld Road, Birkdale, Southport, on the 20th day of July, 1936, the following Special Resolution was duly passed:—

"That the Company be wound up voluntarily; and that Mr. Leonard Howarth, of 'Penketh,' Broadley Bank, Whitworth, be and he is hereby appointed Liquidator to conduct the winding-up."

(018) C. GILBERT, Chairman of Directors.

**ALEXR. WOOD, CAMPBELL & COMPANY
Limited.**

AT an Extraordinary General Meeting of the Members of the above Company, duly convened, and held at 62, Crutched Friars, London, E.C.3, on the 23rd day of July, 1936, the following Special Resolution was duly passed:—

"That the Company be wound up voluntarily as a Members' Voluntary Winding-up; and that Mr. Charles Coleman Lyon, F.S.A.A., Incorporated Accountant, of 69, Leadenhall Street, London, E.C.3, be and he is hereby appointed Liquidator for the purpose of such winding-up."

(001) WM. DOVE, Chairman.

FULL-SOLE REPAIRS Limited.

The Companies Act, 1929.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at 89, Fountain Street, Manchester, on the 24th day of July, 1936, the following Extraordinary Resolution was duly passed:—

"That it has been proved to the satisfaction of this Meeting that the Company cannot by reason of its liabilities continue its business, and that it is advisable to wind up the same, and accordingly the Company be wound up voluntarily; and that Bernard Walkden, of 60, Church Street, Radcliffe, Incorporated Accountant, be appointed Liquidator for the purpose of such winding-up."

Dated this 29th day of July, 1936.

(164) A. CATTERALL, Chairman.

In the Matter of HENRY HOWELL & CO. Ltd.

The Companies Act, 1929.

AT an Extraordinary General Meeting of the above named Company, duly convened, and held at 1, Carlisle Road, The Hyde, Hendon, London, N.W.9, on Friday, the 24th day of July, 1936, the following Extraordinary Resolutions were duly passed:—

1. "That it has been proved to the satisfaction of this Meeting that the Company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily";

2. "That Mr. William Edward Ogden, Chartered Accountant, of Audrey House, Ely Place,

E.C.1, be appointed Liquidator for the purposes of such winding-up."

At a Meeting of the creditors of the above named Company, duly convened, and held on the same day and at the same place, the appointment of Mr. William Edward Ogden, F.C.A., as Liquidator, was duly confirmed.—Dated this 24th day of July, 1936.

B. C. HOWELL, Chairman of both Meetings.

KING'S CROSS CINEMAS Limited.

The Companies Act, 1929.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at the registered office, National House, 60-66, Wardour Street, London, W.1, on the 21st day of July, 1936, the following Special Resolution was duly passed:—

"That the Company having ceased to carry on the objects for which the Company was established it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily; and that Mr. George Martin Phillips, of National House, 60-66, Wardour Street, London, W.1, be appointed Liquidator for the purpose of such winding-up."

(162) N. COHEN, Chairman.

ROSETTE FRANKS (OXFORD ROAD) Limited.

The Companies Act, 1929.

AT an Extraordinary General Meeting of the Members of the above Company, duly convened, on short notice, by consent of the Members, and held at 153, Oxford Road, All Saints, Manchester, in the county of Lancashire, on the 22nd day of July, 1936, the following Resolution was duly passed as a Special Resolution:—

"That the Company be wound up voluntarily; and that Mr. Maxwell Graham, of Mutual House, 23, Albion Place, in the city of Leeds, Accountant, be and he is hereby appointed Liquidator for the purpose of such winding-up."

M. FRANKS, Chairman.

NOTE.—All the creditors of the Company have been, or will be, paid in full.

(031)

W. H. HOLLAND & CO. Ltd.

The Companies Act, 1929.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held on the 27th day of July, 1936, the following Special Resolution was duly passed, namely:—

"That it is desirable to reconstruct the Company, and accordingly the Company be wound up voluntarily; and that Joseph Aloysius Bond, of Hoghton Chambers, Hoghton Street, Southport, Chartered Accountant, be appointed Liquidator for the purposes of such winding-up."

Dated this 27th day of July, 1936.

(186) ERNEST MILLS, Chairman.

The FULHAM PICTURE PALACE Limited.

Special Resolution (pursuant to ss. 117 (2) and 225 (1) (b) of the Companies Act, 1929), passed 27th July, 1936.

AT an Extraordinary General Meeting of the above named Company, duly convened, and held at The Broadway Cinema, Walham Green Station, S.W.6, on the 27th day of July, 1936, the subjoined Special Resolution was duly passed, viz.:—

Resolution.
"That the Company be wound up voluntarily; and that Tom Edward Davies, of 10, Luttrell Avenue, Putney, S.W.15, and Percy Walter Summers, of 15, Heathdene Road, Wallington, Surrey, be and they are hereby appointed Liquidators for the purposes of such winding-up."

(036) H. A. MABBOTT, Secretary.

SPUR TRUST Limited.

(Members' Voluntary Winding-up.)

The Companies Act, 1929.

AT an Extraordinary General Meeting of the above named Company, duly convened, and held on the 27th day of July, 1936, the following Special Resolution was duly passed:—

"That the Company be wound up voluntarily; and that Mr. Frank Sidney Smith, of Columbia House, Aldwych, London, W.C.2, Chartered Accountant, be and he is hereby appointed Liquidator for the purpose of such winding-up."

(165)

F. S. SMITH, Chairman.

In the Matter of PETERSON'S HEALTH INSTITUTE Limited.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at 29-31, St. Mary Street, Cardiff, in the county of Glamorgan, on the 17th day of July, 1936, the following Special Resolution was duly passed:—

"That the Company be wound up voluntarily; and that Mr. James J. Evans, F.S.A.A., of 29-31, St. Mary Street, Cardiff, be and is hereby appointed Liquidator for the purpose of such winding-up."

(032)

J. T. PETERSON, Chairman of the Meeting.

B. MONTAGUE Ltd.

The Companies Act, 1929.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at No. 9, King's Bench Walk, E.C.4, on the 28th day of July, 1936, the following Extraordinary Resolution was duly passed, viz.:—

"That the Company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same, and that the Company be wound up accordingly; and that Mr. J. D. Brown, A.C.A., be appointed Liquidator for the purpose of such winding-up."

(033) T. H. COLE, Chairman of the Company.

A. E. FISHER & COMPANY Limited.

Extraordinary Resolution (pursuant to Section 117 (1) of the Companies Act, 1929) passed 28th July, 1936.

AT an Extraordinary General Meeting of the above named Company, duly convened, and held at 35, Exchange Chambers, 2, Bixteth Street, Liverpool, on the twenty-eighth day of July, 1936, the subjoined Extraordinary Resolution was duly passed, viz.:—

Resolution.

"That it has been proved to the satisfaction of this Meeting that the Company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily; and that Mr. Parkin S. Booth, of 35, Exchange Chambers, 2, Bixteth Street, Liverpool, Certified Accountant, be and he is hereby appointed Liquidator for the purpose of such winding-up."

(083)

JOHN CARTER, Director.

HARVEY JONES & CO. Limited.

Extraordinary Resolution passed the 24th day of July, 1936.

The Companies Act, 1929.

AT an Extraordinary General Meeting of the above named Company, duly convened, and held at the Holborn Restaurant, Holborn, London, W.C., on Friday, the 24th day of July, 1936, the following Resolution was duly passed as an Extraordinary Resolution:—

Resolved:—

"That the Company cannot, by reason of its liabilities, carry on its business, and that it is

advisable that the Company be wound up, and accordingly that the Company be wound up voluntarily."

It was further resolved:—

"That Mr. Percy Phillips, F.L.A.A., F.I.S.A., of 118-122, Great Portland Street, London, W.1, be and is hereby appointed Liquidator for the purposes of such winding-up."

Dated the 28th day of July, 1936.

(093) HARVEY WEINER, Chairman.

J. G. WHITE COMMERCIAL CO. Limited.

(Members' Voluntary Winding-up.)

AT an Extraordinary General Meeting of the Members of J. G. White Commercial Co. Limited, duly convened, and held at 11, Adelphi Terrace, Strand, London, W.C.2, on Monday, the 27th day of July, 1936, the following Resolution was duly passed as a Special Resolution, viz.:—

Resolution.

"That the Company be wound up voluntarily; and that Oliver Sidney Penton, of 11, Adelphi Terrace, Strand, London, W.C.2, be and he is hereby appointed Liquidator for the purposes of such winding-up."

(092) GEORGE M. BOOTH, Chairman.

BREWSTER & FROST (1934) Limited.

AT an Extraordinary General Meeting of the above named Company, duly convened at short notice with the consent of all the Members, and held at Strathnaver, Rawlyn Road, Torquay, in the county of Devon, on the 20th day of July, 1936, the subjoined Special Resolution was duly passed, viz.:—

Resolution.

"That the Company be wound up voluntarily as a Members' voluntary winding-up; and that Mr. William Tyrrell Johnson, of Strathnaver, Rawlyn Road, Torquay, Devon, be and he is hereby appointed Liquidator for the purposes of such winding-up."

(105) WILLIAM T. JOHNSON, Chairman of the Meeting.

The TWO WAYS GARAGE Limited.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at 1, Cooper Street, Manchester 2, on the 24th day of July, 1936, the following Extraordinary Resolution was duly passed, viz.:—

"That it has been proved to the satisfaction of this Meeting that the Company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily; and that Mr. John Norman Struthers, of 1, Cooper Street, in the city of Manchester, Incorporated Accountant, be and he is hereby appointed Liquidator for the purposes of such winding-up."

(102) OECIL DERRICK KEELING, Secretary.

FREW, ELDER & COMPANY Limited.

(Members' Voluntary Winding-up.)

The Companies Act, 1929.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at Phoenix House, 4, Queen Street, Newcastle-upon-Tyne, on Monday, the twenty-seventh day of July, 1936, the following Resolution was passed as a Special Resolution:—

"That the Company be wound up voluntarily; and that Robert Weatherston, of Phoenix House, 4, Queen Street, in the city and county of Newcastle-upon-Tyne, be appointed Liquidator for the purposes of such winding-up."

(168)

F. A. URWIN, Chairman.

WORPLE TRUST Limited.
(Members' Voluntary Winding-up.)

The Companies Act, 1929.

AT an Extraordinary General Meeting of the above named Company, duly convened, and held on the 27th day of July, 1936, the following Special Resolution was duly passed:—

"That the Company be wound up voluntarily; and that Mr. Frank Sidney Smith, of Columbia House, Aldwych, London, W.C.2, Chartered Accountant, be and he is hereby appointed Liquidator for the purpose of such winding-up."

(166)

F. S. SMITH, Chairman.

JACOBY BLEACHING COMPANY Limited.
(Members Voluntary Winding-up.)

The Companies Act, 1929.

AT an Extraordinary General Meeting of the above named Company, duly convened, and held on the 29th day of July, 1936, the following Special Resolution was duly passed:—

"That the Company be wound up voluntarily; and that Mr. James Keetley, of 1, King John's Chambers, Nottingham, Chartered Accountant, be appointed Liquidator of the Company for the purpose of such winding-up."

(167)

E. C. C. HUNTER, Chairman.

WATES MALDEN Limited.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened at short notice with the consent of all the Members, and held at 98, London Road, Mitcham, in the county of Surrey, on the 15th day of July, 1936, the following Special Resolution was duly passed:—

"That the Company be wound up voluntarily by means of a Members' voluntary winding-up; and that Mr. Norman Edward Wates, of 98, London Road, Mitcham, Surrey, be and is hereby appointed Liquidator for the purpose of such winding-up."

(103)

E. WATES, Chairman.

B. & B. (MULTIPLE DELIVERIES) Limited.

The Companies Act, 1929.

At an Extraordinary General Meeting of the shareholders, held at 33, Great Tower Street, London, E.C.3, on Tuesday, 21st July, 1936, at 6 p.m., the following Extraordinary Resolution was passed:—

"That it has been proved to the satisfaction of this Meeting that the Company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily."

At a subsequent Meeting of creditors, duly convened, and held at the same place, on Tuesday, 21st July, 1936, at 4 p.m., it was resolved:—

"That the voluntary liquidation be confirmed; and that Mr. Robert Alexander Rodgers, of Dominion Buildings, South Place, London, E.C.2, Corporate Accountant, be and is hereby appointed Liquidator for the purpose of such winding-up."

(074)

F. A. BARNETT, Chairman.

The FLEETWOOD PIER AND PAVILION Limited. (Members' Voluntary Winding-up.)

The Companies Act, 1929.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held on the 29th day of July, 1936, the following Special Resolutions were duly passed:—

"That it is desirable to reconstruct the Fleetwood Pier and Pavilion, Limited (hereinafter called 'the old Company'), under section 234 of the Companies Act, 1929, by a sale and transfer

of its profits, assets and liabilities to a new Company upon the terms of the draft agreement now submitted to the Meeting and identified by the signature of the Chairman."

"That the old Company shall be wound up voluntarily; and that Bramwell Collinge, of 39, Adelaide Street, Blackpool, Chartered Accountant, be and is hereby appointed the Liquidator for the purposes of such winding-up."

(169)

A. H. HARGREAVES, Chairman.

In the Matter of LEANDER & CO. Limited, and in the Matter of the Companies Act, 1929.

AT an Extraordinary General Meeting of the above named Company, convened and held at 22, Regent Street, London, S.W.1, on the 28th day of July, 1936, the following Resolution was passed as a Special Resolution:—

"That the Company be voluntarily wound up; and Mr. Lewis Civval, F.C.A., of Ling House, South Street, Moorgate, London, E.C., be and is hereby appointed Liquidator for the purposes of such winding-up."

(104)

E. E. SHAHMOON, Chairman.

LOCKER & WOOLF Limited.

Extraordinary Resolution (pursuant to Section 225 of the Companies Act, 1929) passed 22nd July, 1936.

AT an Extraordinary General Meeting of the Members of the said Company, duly convened, and held at 11 and 12, Bennett's Hill, Birmingham, on the 22nd day of July, 1936, the following Extraordinary Resolution was duly passed:—

"That it has been proved to the satisfaction of the Company that this Company cannot, by reason of its liabilities, continue its business, and that it is advisable that the same should be wound up, and that the Company be wound up accordingly."

"That Mr. Albert Cripwell, of 6, Cherry Street, Birmingham, be and he is hereby appointed the Liquidator of the Company."

(231)

ISAAC WOOLF, Director.

LOCKWOLIM Limited.

Extraordinary Resolution (pursuant to Section 225 of the Companies Act, 1929) passed 22nd July, 1936.

AT an Extraordinary General Meeting of the Members of the said Company, duly convened, and held at 11 and 12, Bennett's Hill, Birmingham, on the 22nd day of July, 1936, the following Extraordinary Resolution was duly passed:—

"That it has been proved to the satisfaction of the Company that this Company cannot, by reason of its liabilities, continue its business, and that it is advisable that the same should be wound up accordingly; and that the Company be wound up."

"That Mr. Albert Cripwell, of 6, Cherry Street, Birmingham, be and he is hereby appointed the Liquidator of the Company."

(230)

ISAAC WOOLF, Director.

Special Resolutions of ENOCH & SONS (1927) Limited.

The Companies Act, 1929.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at the registered office of the Company, No. 19, Hanover Square, London, W.1, on Tuesday, the 28th day of July, 1936, the following Special Resolutions were duly passed:—

1. "That the Company be wound up voluntarily."

2. "That Charles James Dixey, of 9A, Sackville Street, in the county of London, be appointed Liquidator for the purposes of such winding-up."

(130)

FRANCIS S. ASHDOWN, Chairman.

D. BRENHOLZ, Limited.

Extraordinary Resolution (pursuant to section 225 (c) of the Companies Act, 1929) passed July 20th, 1936.

AT an Extraordinary General Meeting of the Members of the said Company, duly convened, and held at 30, Albion Street, Birmingham, on the 20th day of July, 1936, the following Extraordinary Resolution was duly passed:—

"That it has been proved to the satisfaction of the Company that this Company cannot, by reason of its liabilities, continue its business, and that it is advisable that the same should be wound up; and that the Company be wound up accordingly."

"That Hubert Basil Southan, of 27, Frederick Street, Birmingham, be and he is hereby appointed the Liquidator of the Company."

(144) L. S. BRENHOLZ, Chairman.

ACORN Limited.

AT an Extraordinary General Meeting of the Company, duly convened, and held at 103, Cannon Street, London, E.C.4, on Wednesday, the 29th day of July, 1936, the following Special Resolution was passed:—

Special Resolution.

"That the Company be wound up voluntarily; and that Mr. Reginald Jack Hayward, F.C.A., of Messrs. Stoy, Hayward & Co., 103, Cannon Street, London, E.C.4, be and is hereby appointed Liquidator for the purpose of such winding-up."

All the Members of the Company being present in person, it was resolved that the requisite notice under section 117 of the Companies Act, 1929, be waived.

(069) H. SHLACKMAN, Chairman.

The ARROWSMITH MANUFACTURING COMPANY Limited.

Extraordinary Resolution (pursuant to the Companies Act, 1929, sections 117 & 225) passed the 25th day of July, 1936.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at 3, Northampton Street, in the city of London, on the 25th day of July, 1936, the following Resolution was duly passed as an Extraordinary Resolution:—

"That the Company cannot, by reason of its liabilities, continue its business, and that it is advisable that same be wound up accordingly; and that Edgar George Cox, Company Accountant, of 211, Farley Road, South Croydon, in the county of Surrey, be and is hereby appointed Liquidator for the purposes of such Liquidation."

(060) H. M. FORDHAM, Chairman.

BRITISH DISTILLATE FUELS Limited.**The Companies Act, 1929.**

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at 68, Victoria Street, London, S.W.1, on the 27th day of July, 1936, the following Special Resolution was duly passed:—

"That the Company be wound up voluntarily; and that Mr. L. Ankcorn, of Bank Street, Gravesend, be and is hereby appointed Liquidator for the purpose of such winding-up."

(232) THOMAS PORTER, Chairman.

CITY BILLIARD HALLS (LEICESTER) Limited.

AT an Extraordinary General Meeting of the Members of the City Billiard Halls (Leicester) Limited, duly convened, and held at Crown Buildings, 4, Loseby Lane, Leicester, on Monday, the 27th day of July, 1936, the following Extraordinary Resolution was duly passed:—

"That it has been proved to the satisfaction of this Meeting that the Company cannot, by

reason of its liabilities, continue its business, and that it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily; and that Cyril Robert Riddington, of Crown Buildings, Loseby Lane, in the city of Leicester, be appointed Liquidator for the purpose of such winding-up."

Dated this 27th day of July, 1936.

(039) W. E. JOHNSON, Chairman.

Special Resolution of J. R. OWEN Limited.**The Companies Act, 1929.**

AT an Extraordinary General Meeting of the Members of the said Company, duly convened, and held at 3, Shirley Road, Cheetham Hill, Manchester, on the twenty-seventh day of July, 1936, the following Special Resolution was duly passed:—

"That the Company be wound up in Voluntary Liquidation as a Members' Voluntary Winding-up; and that Harry Robert Graves, of 51, North John Street, Liverpool, Chartered Accountant, be and is hereby appointed Liquidator for the purposes of such winding-up."

(229) THOMAS HEWITT, Chairman.

In the Matter of WEST GREEN PHARMACY Ltd.**The Companies Act, 1929.**

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at 70a, Basinghall Street, in the city of London, on the 22nd day of July, 1936, the following Extraordinary Resolution was duly passed:—

"That it has been proved to the satisfaction of this Meeting that the Company cannot, by reason of its liabilities, continue its business, and that it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily; and that Mr. Augustus Granville White, Chartered Accountant, of 73, Cheapside, London, E.C.2, be and he is hereby appointed Liquidator for the purpose of such winding-up."

(073) J. RANCE, Chairman.

CHURCH BOOK SHOP Limited.

Special Resolution (pursuant to the Companies Act, 1929, sections 117 & 225) passed the 27th day of July, 1936.

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at 14, Piccadilly, in the city of Bradford, on the 27th day of July, 1936, the following Special Resolution was duly passed:—

"That the majority of the Directors of the Company having made a Declaration of Solvency as required by section 230 (1) of the Companies Act, 1929, which Declaration has been duly registered with the Registrar of Companies, this Company be wound up voluntarily; and that Eric Leonards, of 33, Woodcot Avenue, Ferniehurst Park, Baildon, in the county of York, be and is hereby appointed Liquidator for the purpose of such winding-up."

(044) EDGAR C. WOODMAN, Chairman.

UNITED SUPPER SERVICES Limited.

Extraordinary Resolution (pursuant to ss. 117 (1) & 225 (1) (c) of the Companies Act, 1929) passed 27th July, 1936.

AT an Extraordinary General Meeting of the above named Company, duly convened, and held at Queens College Chambers, Paradise Street, Birmingham, on the 27th day of July, 1936, the subjoined Extraordinary Resolution was duly passed, viz.:—

"That it has been proved to the satisfaction of this Meeting that the Company cannot, by reason of its liabilities, continue its business, and that

it is advisable to wind up the same, and accordingly that the Company be wound up voluntarily; and that Mr. Leslie Victor Hazlewood, of Queens College Chambers, Paradise Street, Birmingham, be and he is hereby appointed Liquidator for the purposes of such winding-up."

C. W. HUTCHIN, Chairman of the Meeting.
(233)

JAMES BRODERICK & CO. Ltd.

(Members' Voluntary Winding-up.)

AT an Extraordinary General Meeting of the Members of the above named Company, duly convened, and held at 37, Walbrook, London, E.C.4, on Monday, the 27th day of July, 1936, the following Resolution was passed as a Special Resolution, viz.:—

"That the Company be wound up voluntarily; and that Mr. Frank Thorold Barnes, of 37, Walbrook, E.C.4, Chartered Accountant, be appointed Liquidator for the purpose of such winding-up."

This notice is purely formal in order to comply with the provisions of the Companies Act, 1929. The Liquidation is for the purposes of reconstruction only, and all creditors have been or will be paid in full.

(078) R. C. THOMPSON, Chairman.

MOSS & TUTE Limited.

NOTICE is hereby given pursuant to section 238 of the Companies Act, 1929, that a Meeting of the creditors of the above named Company will be held at the offices of Messrs. T. Ryder & Co., Chartered Accountants, 11 and 12, Bennett's Hill, Birmingham 2, on Friday, the 7th day of August, 1936, at three o'clock in the afternoon, for the purposes provided for in the said section.—Dated the 25th day of July, 1936.

(019) WILLIAM J. SCOTT-TUTE, Director.

ABERCORN SHADES Limited.

The Companies Act, 1929.

NOTICE is hereby given pursuant to section 238 of the Companies Act, 1929, that a Meeting of the creditors of the above named Company will be held at 44-45, Great Sutton Street, London, E.C.1, on Wednesday, the 5th day of August, 1936, at 12.15 in the afternoon, for the purposes mentioned in sections 238, 239 and 240 of the said Act.—Dated this 28th day of July, 1936.

(028) H. J. STEWARD, Director.

BROTHERTON BROTHERS Limited.

NOTICE is hereby given pursuant to section 238 of the Companies Act, 1929, that a Meeting of the creditors of the above named Company will be held at the Victoria Hotel, Deansgate, Manchester, on Wednesday, the 5th day of August, 1936, at 3 p.m., for the purposes provided for in the said section.

By Order of the Board,
(040) ROBERT BROTHERTON, Director.

In the Matter of LOOSE (1935) Limited,
18, Marshgate Lane, Stratford, E.15.

NOTICE is hereby given pursuant to section 238 of the Companies Act, 1929, that a Meeting of the creditors of the above named Company will be held at the offices of Messrs. O. Sunderland & Sons, Chartered Accountants, 15, Eastcheap, London, E.C.3, on Thursday, the 6th day of August, 1936, at 2.30 o'clock in the afternoon, for the purposes mentioned in sections 238, 239 and 240 of the said Act; and notice is hereby also

given that, for the purposes of voting, the secured creditors are required (unless they surrender their security) to lodge at the registered offices of the Company, 18, Marshgate Lane, Stratford, E.15, before the Meeting, a statement giving particulars of their security, the date when it was given, and the value at which it is assessed.—Dated this 27th day of July, 1936.

By Order of the Board,
(062) PHILIP A. DAVIS, Secretary.

FIRTH ABBOTT Limited.

The Companies Act, 1929.

NOTICE is hereby given pursuant to section 238 of the Companies Act, 1929, that a Meeting of the creditors of the above named Company will be held at the offices of Messrs. Sampson, Horner & Co., Solicitors, Piece Hall Yard, in the city of Bradford, on Thursday, the sixth day of August, 1936, at 11 o'clock in the forenoon, for the purposes mentioned in sections 239 and 240 of the said Act.—Dated this 28th day of July, 1936.

By Order of the Board,
(020) H. HOLDFORTH, Secretary.

G. E. WINDSOR Limited.

NOTICE is hereby given pursuant to section 238 of the Companies Act, 1929, that a Meeting of the creditors of the above named Company will be held at the office of the Company, 55, Commercial Road, Portsmouth, on Monday, the 10th day of August, 1936, at 11.30 o'clock in the forenoon, for the purposes specified in sections 238, 239 and 240 of the said Act.—Dated this 28th day of July, 1936.

By Order of the Board,
(140) H. V. YOUNG, Secretary.

ENTWISTLE & CO. (BLACKPOOL) Ltd.

The Companies Act, 1929.

NOTICE is hereby given pursuant to section 238 of the Companies Act, 1929, that a Meeting of the creditors of the above named Company will be held at the offices of Messrs. A. C. Palmer & Co., Court Chambers, 27½, Friar Lane, in the city of Leicester, on Tuesday, the 11th day of August, 1936, at 2.30 o'clock, for the purposes provided for in sections 238, 239 and 240 of the said Act.—Dated this 29th day of July, 1936.

(171) DORA ENTWISTLE, Secretary.

PERREN & MELCHIOR Limited.

The Companies Act, 1929.

NOTICE is hereby given pursuant to section 238 of the Companies Act, 1929, that a Meeting of the creditors of the above named Company will be held at the Abercorn Rooms, Liverpool Street, E.C.2, on Friday, the 7th August, 1936, at 3.30 o'clock in the afternoon, for the purposes mentioned in sections 239 and 240 of the said Act.—Dated this 30th day of July, 1936.

By Order of the Board,
(079) V. R. PERREN, Director.

E. COCQUEREL & SONS Limited.

The Companies Act, 1929.

IN pursuance of section 238 of the Companies Act, 1929, a Meeting of the creditors of the above named Company will be held at the Incorporated Accountants Hall, Victoria Embankment, W.C.2, on the 11th day of August, 1936, at 12 o'clock noon, for the purposes provided for in the said section.—Dated this 29th day of July, 1936.

ALBERT E. COCQUEREL, Director and
(189) Secretary.

GELMANS Limited.

The Companies Act, 1929.

NOTICE is hereby given pursuant to section 238 of the Companies Act, 1929, that a Meeting of the creditors of the above Company will be held at No. 2, Fulham Park Road, S.W.6, on Tuesday, 4th day of August, 1936, at 8 p.m., for the purposes mentioned in the said section.—Dated 28th July, 1936.

(071)

D. HUDGELL, Secretary.

PUTTNAM AIRCRAFT COMPANY Limited.

The Companies Act, 1929.

NOTICE is hereby given pursuant to section 238 of the Companies Act, 1929, that a Meeting of the creditors of Puttnam Aircraft Company Limited will be held at the Institute of Chartered Accountants, Moorgate Place, Moorgate, London, E.C.2, on Thursday, the sixth day of August, 1936, at three o'clock in the afternoon, for the purposes provided for in the said section.—Dated this 29th day of July, 1936.

By Order of the Board,

(188)

M. E. CRAMB, Secretary.

EDWARDS (FURS) Ltd.

NOTICE is hereby given that a Meeting of the creditors of the above named Company will be held at Winchester House, Old Broad Street, London, E.C.2, on Tuesday, the 11th day of August, 1936, at 11.30 o'clock in the forenoon, for the purposes mentioned in sections 238, 239 and 240 of the Companies Act, 1929.—Dated this 30th day of July, 1936.

By Order of the Board,

(247)

S. TANNENBAUM, Director.

H. F. HOOLE & CO. Ltd.

NOTICE is hereby given that a Meeting of the creditors of the above named Company will be held at the offices of Messrs. Fuller, Wise, Fisher & Co., Chartered Accountants, of Bassishaw House, Basinghall Street, London, E.C.2, on Monday, the tenth day of August, 1936, at 3.5 p.m., for the purposes mentioned in sections 238, 239 and 240 of the Companies Act, 1929.—Dated this thirtieth day of July, 1936.

(246)

H. F. HOOLE, Director.

A. COLVERSON Limited.

NOTICE is hereby given pursuant to section 238 of the Companies Act, 1929, that a Meeting of the creditors of the above named Company will be held at the offices of Thornton and Thornton, Chartered Accountants, 1, Westover Mansions, 18, Gervis Place, Bournemouth, on Monday, the 10th day of August, 1936, at 11.30 o'clock in the forenoon, for the purpose, if thought fit, of nominating a Liquidator and of appointing a Committee of Inspection. Notice is hereby also given that, for the purpose of voting, a secured creditor is required (unless he surrenders his security) to lodge at the registered office of the Company, before the Meeting, a statement giving particulars of his security, the date when it was given, and the value at which it is assessed.—Dated this 30th day of July, 1936.

(248)

M. M. EDWARDS, Secretary.

HARVEY, JONES & CO. Ltd

(In Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given that the creditors of the above named Company are required, on or before the 7th day of September, 1936, to send in their names and addresses, and particulars of

their debts or claims, and the names and addresses of their Solicitors (if any) to me, Robert Forsyth Cameron, of Messrs. Armitage, Norton, Boyce & Co., 25-31, Moorgate, London, E.C.2, Chartered Accountants, the Liquidator of the said Company; and, if so required by notice in writing from the said Liquidator, are, by their Solicitors or personally, to come in and prove their debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved.—Dated this 30th day of July, 1936.

ROBERT FORSYTH CAMERON, Liquidator.
(096)**B. MONTAGUE Ltd.**

The Companies Act, 1929.

NOTICE is hereby given that the creditors of the above named Company are required, on or before the 31st day of August, 1936, to send in their names and addresses, and particulars of their debts or claims, and the names and addresses of their Solicitors (if any), to J. D. Brown, of 9, King's Bench Walk, London, E.C.4, the Liquidator of the Company; and, if so required by notice in writing from the said Liquidator, are, by their Solicitors or personally, to come in and prove their debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distributions made before such debts are proved.—Dated this 28th day of July, 1936.

(035)

J. D. BROWN, Liquidator.

In the Matter of BRUNTON & TRIER Limited (in Voluntary Liquidation), and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that the creditors of the above named Company are required, on or before the 10th day of September, 1936, being the day for that purpose fixed by the undersigned, Bernard Thomas Septimus Bagnall, F.C.A., of 37-38, Chancery Lane, W.C.2, in the county of London, the Liquidator of the said Company, to send their names and addresses and the particulars of their debts or claims, and the names and addresses of their Solicitors, if any, to him; and, if so required by notice in writing from the said Liquidator, personally or by their Solicitors, to come in and prove their said debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved.—Dated this thirtieth day of July, 1936.

(068)

B. T. S. BAGNALL, Liquidator.

KINGS CROSS CINEMAS Limited.

(Members' Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given that the creditors of the above named Company are required, on or before the 31st day of August, 1936, to send in their names and addresses, with particulars of their debts or claims, and the names and addresses of their Solicitors (if any), to the undersigned, Mr. George Martin Phillips, of National House, 60-66, Wardour Street, London, W.1, Corporate Accountant, the Liquidator of the said Company; and, if so required by notice in writing by the said Liquidator, are, by their Solicitors or personally, to come in and prove their said debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved.—Dated this twenty-eighth day of July, 1936.

G. M. PHILLIPS.

NOTE.—The liquidation is a formal one. All creditors have been, or will be, paid in full.
(173)

THE CHISWICK ELECTRICITY SUPPLY CORPORATION Limited.

The Companies Act, 1929.

NOTICE is hereby given that the creditors of the above named Company are required, on or before the thirty-first day of August, 1936, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their Solicitors, if any, to O. WYATT WILLIAMS, of 796, Salisbury House, London Wall, London, E.C.2, the Liquidator of the said Company; and, if so required by notice in writing from the said Liquidator, are, by their Solicitors or personally, to come in and prove their said debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved.—Dated this 28th day of July, 1936.

(199) O. WYATT WILLIAMS, Liquidator.

UTILITY HOMES Limited.

(In Voluntary Liquidation.)

NOTICE is hereby given that the creditors of the above named Company are required, on or before the 15th day of August, 1936, to send their names and addresses, with particulars of their debts or claims, and the names and addresses of their Solicitors (if any), to the undersigned, Eric Arthur Wilfrid Hornett, Chartered Accountant, of 28-30, Lime Street, London, E.C.3, Liquidator of the said Company; and, if so required by notice in writing by the said Liquidator, are, by their Solicitors or personally, to come in and prove their said debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved.—Dated this 28th day of July, 1936.

E. A. W. HORNETT, Liquidator.

NOTE.—This notice is purely formal. All creditors of the Company have been, or will be, paid in full.

(009)

STAR EMERALD MINING SYNDICATE Ltd.

(Creditors' Voluntary Winding-up.)

The Companies Act, 1929.

NOTICE is hereby given that the creditors of the above Company are required, on or before 31st day of August, 1936, to send in their names and addresses, with particulars of their debts and claims, and the names and addresses of their Solicitors, if any, to the undersigned, David Finnie, Chartered Accountant, 108A, Cannon Street, London, E.C.4, the Liquidator of the said Company; and, if so required by notice in writing by the Liquidator, are, by their Solicitors or personally, to come in and prove their said debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved.—Dated this 26th day of July, 1936.

(003) DAVID FINNIE, Liquidator.

ASTORIA (FOLKESTONE) Limited.

(Members' Voluntary Winding-up.)

The Companies Act, 1929.

NOTICE is hereby given that the creditors of the above named Company are required, on or before the 25th day of August, 1936, to send in their names and addresses, with particulars of their debts or claims, and the names and addresses of their Solicitors (if any), to the undersigned, Harold Richard Curnow White, Chartered Accountant, of New Chambers, 4, West Cliff Gardens, Folkestone, Kent, the Liquidator of the said Company; and, if so required by notice in writing by the said Liquidator, are, by their Solicitors or personally, to come in and prove

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their said debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved.—Dated this 27th day of July, 1936.

(172) H. R. C. WHITE, Liquidator.

In the Matter of PICTOS Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that the creditors of the above named Company, which is being wound up by the Court, are required, on or before the 14th day of August, 1936, to send in their full Christian and surnames, their addresses and descriptions, full particulars of their debts or claims, and the names and addresses of their Solicitors (if any), to the undersigned, Cecil Stewart Denham, of 4 and 5, Warwick Court, Holborn, W.C.1, Chartered Accountant, the Liquidator of the said Company; and, if so required by notice in writing from the said Liquidator, are, personally or by their Solicitors, to come in and prove their debts or claims at such time and place as shall be specified in such notice, or in default thereof they will be excluded from the benefit of any distribution made before such debts are proved.—Dated this 30th day of July, 1936.

(245) CECIL S. DENHAM, Liquidator.

NORTON & PROFFITT Limited.

(In Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given pursuant to section 245 of the Companies Act, 1929, that a Meeting of the Members of the above named Company will be held at the offices of Messrs. Herbert Pepper & Rudland, Chartered Accountants, National Provincial Chambers, Walsall, on Friday, the fourth day of September, 1936, at 12 o'clock noon precisely, to receive the account of the Liquidator showing how the winding-up of the Company has been conducted and its property disposed of, and to hear any explanation that may be furnished by the Liquidator.—Dated this 27th day of July, 1936.

(143) GILBERT P. NORTON, Liquidator.

FORTESCUE & SPRAY Limited.

(In Voluntary Liquidation.)

NOTICE is hereby given that a General Meeting of the Members and a General Meeting of the creditors of the above named Company will be held at the offices of Messrs. F. Stokes & Ricks, Sherwood Buildings, Sherwood Street, Nottingham, on Wednesday, 2nd day of September, at 3 o'clock and 3.30 p.m. respectively, for the purpose of receiving the account of the Liquidator showing how the winding-up of the Company has been conducted and its property disposed of, and of hearing any explanation which may be offered by the Liquidation.

(041) R. F. J. RICKS.

WESTWARD HO! CRICKET FIELD Limited.

(In Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given that a General Meeting of the Members of the above named Company will be held at 18, The Quay, Bideford, Devon, on Monday, the 7th September, 1936, at 10 o'clock in the forenoon precisely, to receive the account of the Liquidator showing how the winding-up of the Company has been conducted and its property disposed of, and to hear any explanation that may be furnished by the Liquidator.—Dated this 27th day of July, 1936.

(142) O. W. WARD, Liquidator.

HYGIENIC BY-PRODUCTS Limited.

(In Voluntary Liquidation.)

NOTICE is hereby given that a General Meeting of the Members of the above named Company will be held at the Royal Hotel, Cleethorpe Road, Grimsby, on Wednesday, the 2nd day of September, 1936, at 3 o'clock in the afternoon precisely, to receive the account of the Liquidator showing how the winding-up of the Company has been conducted and its property disposed of, to hear any explanation that may be furnished by the Liquidator, and to pass an Extraordinary Resolution as to the disposal of the books, accounts and documents of the Company.

(034) A. A. BEARDSALL, Liquidator.

NORTON & PROFFITT Limited.

(In Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given pursuant to section 245 of the Companies Act, 1929, that a Meeting of the creditors of the above named Company will be held at the offices of Messrs. Armitage & Norton, Station Street Buildings, Huddersfield, on Thursday, the third day of September, 1936, at 2.30 o'clock in the afternoon precisely, to receive the account of the Liquidator showing how the winding-up of the Company has been conducted and its property disposed of, and to hear any explanation that may be furnished by the Liquidator.—Dated this 27th day of July, 1936.

(141) GILBERT P. NORTON, Liquidator.

GREYHOUND COACHES (WEYMOUTH) Limited. (In Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given that a General Meeting of the Members of the above named Company will be held at 28, St. Thomas Street, Weymouth, on Wednesday, the second day of September, 1936, at eleven o'clock in the forenoon precisely, to receive the account of the Liquidator showing how the winding-up of the Company has been conducted and its property disposed of, to hear any explanation that may be furnished by the Liquidator, and to pass an Extraordinary Resolution as to the disposal of the books, accounts and documents of the Company.—Dated this 29th day of July, 1936.

(170) HAROLD F. JOY, Liquidator.

A. BARRITT & CO. Limited.

(In Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given that a General Meeting of the Members of the above named Company will be held at the offices of Messrs. J. H. Anderson & Co., Chartered Accountants, Lloyds Bank Chambers, Albert Road, Middlesbrough, on Monday, the 31st day of August, 1936, at 12 o'clock noon precisely to receive the account of the Liquidator showing how the winding-up of the Company has been conducted and its property disposed of, to hear any explanation that may be furnished by the Liquidator, and to pass an Extraordinary Resolution as to the disposal of the books, accounts and documents of the Company.—Dated this 28th day of July, 1936.

(045) J. H. ANDERSON, Liquidator.

LEE & FREEMAN Limited.

(In Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given pursuant to section 245 of the Companies Act, 1929, that a General Meeting of the creditors and of the Members of the above named Company will be held at the offices of Messrs. A. R. Taylor & Co., 4, Horsefair

Street, Leicester, on Tuesday, 8th September, 1936, for the purpose of receiving the account of the Liquidator showing how the winding-up of the Company has been conducted and its property disposed of, and to hear any explanations that may be furnished by the Liquidator. The General Meeting of the creditors of the Company will be held at 11.45 a.m., and the Meeting of the Members of the said Company at 12 noon.—Dated this 27th day of July, 1936.

(208) WM. T. TANSER, Liquidator.

A. F. HOUFTON & COMPANY Limited.

The Companies Act, 1929.

NOTICE is hereby given in pursuance of section 236 of the Companies Act, 1929, that a General Meeting of the Members of the above named Company will be held at 68, West Gate, Mansfield, on Wednesday, the 2nd day of September, 1936, at 3 o'clock in the afternoon precisely, for the purpose of having an account laid before them and to receive the Liquidator's report showing how the winding-up of the Company has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator; and also of determining, by Extraordinary Resolution, the manner in which the books, accounts and documents of the Company, and of the Liquidator thereof, shall be disposed of.—Dated this 29th day of July, 1936.

(042) B. BARNETT, Liquidator.

WILDS (ROYTON) Limited.

(In Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given that General Meetings of the creditors and the contributories of the above named Company will be held at the offices of Mr. Henry Vogel, Chartered Accountant, 18, Cooper Street, Manchester, on Friday, the 4th day of September, 1936, at 12 noon and 12.15 p.m., respectively, to receive the accounts of the Liquidator showing how the winding-up of the Company has been conducted and its property disposed of, and to hear any explanations that may be furnished by the Liquidator; and to pass a Resolution as to the disposal of the books, accounts and documents of the Company.

(066) HENRY VOGEL, Liquidator.

In the Matter of NOTE CHANGERS Limited, and in the Matter of the Companies Act, 1929.

(Creditors' Voluntary Winding-up.)

NOTICE is hereby given in pursuance of section 245 of the Companies Act, 1929, that a General Meeting of the Members of the above named Company will be held at 47, Mark Lane, in the city of London, on Tuesday, the 15th day of September, 1936, at 10 o'clock in the forenoon precisely, for the purpose of having an account laid before them, and to receive the Liquidator's report, showing how the winding-up of the Company has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator. And notice is also hereby given in pursuance of the same section that a General Meeting of the creditors of the above named Company will be held at 47, Mark Lane, in the city of London, on the said 15th day of September, 1936, at 11 o'clock in the forenoon precisely, for the purpose of having an account laid before them, and to receive the Liquidator's report, showing how the winding-up of the Company has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator; and also of directing the manner in which the books, accounts and documents of the Company, and of the Liquidator thereof, shall be disposed of.—Dated this 28th day of July, 1936.

(095) JOHN SMITH, Liquidator.

HOLLOWAYS (BABY BISCUITS) Limited.

(In Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given that a General Meeting of the Members of the above named Company will be held at 29, Cavendish Road, Edgbaston, Birmingham, on Wednesday, the 2nd day of September, 1936, at 3 o'clock in the afternoon precisely, to receive the account of the Liquidator showing how the winding-up of the Company has been conducted and its property disposed of; to hear any explanation that may be furnished by the Liquidator; and to pass an Extraordinary Resolution as to the disposal of the books, accounts and documents of the Company.—Dated this 27th day of July, 1936.

(123) J. G. HOLLOWAY, Liquidator.

J. H. FARRALL (1924) Limited.

TAKE notice that pursuant to section 236 of the Companies Act, 1929, a General Meeting of the Members of the above named Company will be held at 6, Castle Street, Liverpool, on the third day of September, 1936, at 11 o'clock in the forenoon, for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator; and also of determining, by Extraordinary Resolution, the manner in which the books, accounts and documents of the Company, and of the Liquidator, shall be disposed of.—Dated the 28th day of July, 1936.

(021) T. F. BERRY, Liquidator.

In the Matter of EAGLE GARAGE Limited.

(In Voluntary Liquidation.)

NOTICE is hereby given that a General Meeting of the creditors of the above named Company will be held at 30, London Street, Norwich, on Monday, the thirty-first day of August, 1936, at eleven-thirty o'clock in the forenoon, to receive the account of the Liquidator showing how the winding-up of the Company has been conducted and its property disposed of, and to hear any explanation that may be furnished by the Liquidator.—Dated this 29th day of July, 1936.

(107) H. HARPER-SMITH, Liquidator.

In the Matter of FARMERS' FEDERATION Ltd.

(In Voluntary Liquidation.)

NOTICE is hereby given that a General Meeting of the contributories will be held at 30, London Street, Norwich, on Monday, the thirty-first day of August, 1936, at two-thirty o'clock in the afternoon precisely, to receive the account of the Liquidator showing how the winding-up has been conducted and its property disposed of, and to hear any explanation that may be furnished by the Liquidator.—Dated this 29th day of July, 1936.

(106) H. HARPER-SMITH, Liquidator.

In the Matter of WESTERN CONTRACTS & QUARRIES Limited.

(In Voluntary Liquidation.)

NOTICE is hereby given in pursuance of section 195 of the Companies (Consolidation) Act, 1908, that a General Meeting of the Members of the above named Company will be held at Asphalt House, St. Mary Street, in the city of Cardiff, on Monday, the 21st day of September, 1936, at 2.30 o'clock in the afternoon precisely, for the purpose of having an account laid before them, and to receive the Liquidator's report

showing how the winding-up of the Company has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator; and also of determining, by Extraordinary Resolution, the manner in which the books, accounts and documents of the Company, and of the Liquidator thereof, shall be disposed of.—Dated this 28th day of July, 1936.

(209) J. HALIFAX SMITH, Liquidator.

In the Matter of CARAMANIAN IRON CORPORATION Limited. (In Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given pursuant to section 245 of the Companies Act, 1929, that a General Meeting of the Members of the above named Company will be held at the offices of Messrs. Dangerfield, Brewis & Mays-Smith, 56, Cannon Street, London, E.C.4, on Monday, 31st August, 1936, at 12 o'clock noon, for the purposes of having an account laid before them, showing the manner in which the winding-up has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator.—Dated this 27th day of July, 1936.

(159) R. D. BREWIS, Liquidator.

In the Matter of HACKWOOD'S SOAP COMPANY Limited (in Voluntary Liquidation), and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that a General Meeting of the Members of Hackwood's Soap Company Limited will be held at 71, Temple Row, Birmingham, on Thursday, the 10th day of September, 1936, at 10.30 o'clock in the forenoon precisely, for the purpose of having an account laid before them by the Liquidator (pursuant to section 236 of the Companies Act, 1929), showing the manner in which the winding-up of the said Company has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator; and also of determining, by Extraordinary Resolution, the manner in which the books, accounts and documents of the Company, and of the Liquidator, shall be disposed of.

(043) W. F. CHAUNDY, Liquidator.

UTILITY HOMES Limited.

(In Voluntary Liquidation.)

NOTICE is hereby given that a General Meeting of the Members of the above named Company will be held at 28-30, Lime Street, London, E.C.3, on Monday, the 31st day of August, 1936, at 3 o'clock in the afternoon, to receive the accounts of the Liquidator showing how the winding-up of the Company has been conducted and its property disposed of, and to hear any explanation that may be furnished by the Liquidator; and to pass a Resolution as to the disposal of the books, accounts and documents of the Company.—Dated this 28th day of July, 1936.

(010) E. A. W. HORNETT, Liquidator.

In the Matter of CARAMANIAN IRON CORPORATION Limited. (In Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given pursuant to section 245 of the Companies Act, 1929, that a General Meeting of the creditors of the above named Company will be held at the offices of Messrs. Dangerfield, Brewis & Mays-Smith, 56, Cannon Street, London, E.C.4, on Monday, 31st August, 1936, at 12.15 noon, for the purposes of having an account laid before them showing the manner in

which the winding-up has been conducted and the property of the Company disposed of, and of hearing any explanations that may be given by the Liquidator; and also of directing the manner in which the books, accounts and documents of the Company, and of the Liquidator thereof, shall be disposed of.—Dated this 27th day of July, 1936.

(160) R. D. BREWIS, Liquidator.

In the Matter of N.F.X. Limited.

(In Voluntary Liquidation.)

NOTICE is hereby given in pursuance of section 236 of the Companies Act, 1929, that a General Meeting of the Members of the above named Company will be held at Leader House, Surrey Street, Sheffield, on Tuesday, the first day of September, 1936, at 12 o'clock noon precisely, for the purpose of having an account laid before them and to receive the Liquidator's report showing how the winding-up of the Company has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator; and also of determining, by Extraordinary Resolution, the manner in which the books, accounts, papers and documents of the Company, and of the Liquidator thereof, shall be disposed of.—Dated this 28th day of July, 1936.

W. BERNARD DOUTHWAITE, Liquidator.
(030)

The HARROGATE RED BRICK COMPANY Limited. (In Voluntary Liquidation.)

NOTICE is hereby given pursuant to section 236 of the Companies Act, 1929, that a General Meeting of the Members of the above named Company will be held at 66, Coleman Street, London, E.C.2, on Monday, the twenty-first day of September, 1936, at 11 o'clock in the forenoon, for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the Company disposed of, and to hear any explanation that may be given by the Liquidator; and also of determining, by Extraordinary Resolution, the manner in which the books, accounts and documents of the Company, and of the Liquidator thereof, shall be disposed of.—Dated this 27th day of July, 1936.

(002) GEORGE R. FREEMAN, Liquidator.

In the Matter of ACCURATE CHECK TAKER Limited (in Voluntary Liquidation), and in the Matter of the Companies Act, 1929.

TAKE notice that pursuant to section 236 of the Companies Act, 1929, a General Meeting of the Members of the above named Company will be held at the offices of Chantrey, Button & Company, Africa House, Kingsway, London, W.C.2, on Tuesday, the 15th day of September, 1936, at 12 o'clock noon, for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator; and also of determining, by Extraordinary Resolution, the manner in which the books, accounts and documents of the Company, and of the Liquidator, shall be disposed of.—Dated the 29th day of July, 1936.

(108) W. H. CHANTREY, Liquidator.

In the Matter of the COLESHILL GAS COMPANY Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given in pursuance of section 236 of the Companies Act, 1929, that a General Meeting of the Members of the above named Company will be held at the "Coach and Horses," Coleshill, in the county of Warwick, on Thursday,

the third day of September, 1936, at six o'clock in the afternoon precisely, for the purpose of having an account laid before them, and to receive the Liquidators' report, showing how the winding-up of the Company has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidators; and also of determining by Extraordinary Resolution the manner in which the books, accounts and documents of the Company, and of the Liquidators thereof, shall be disposed of.—Dated this 27th day of July, 1936.

(084) W. W. GREEN,
W. FREER,
Liquidators.

UNITED KINGDOM PICTURE CORPORATION Limited. (Members' Voluntary Winding-up.)

The Companies Act, 1929.

NOTICE is hereby given (pursuant to sections 236 and 283 (1) (b) of the Companies Act, 1929), that a General Meeting of the Members of the above named Company will be held at 36, Walbrook, London, E.C.4, on Thursday, the 3rd day of September, 1936, at 3 o'clock in the afternoon, for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidator; and also of determining, by Extraordinary Resolution, the manner in which the books, accounts and documents of the Company, and of the Liquidator thereof, shall be disposed of.—Dated the 29th day of July, 1936.

(240) I. J. G. BABBAGE, Liquidator.

SOUTH MIDLAND CONSTRUCTION CO. Ltd.

(In Voluntary Liquidation.)

The Companies Act, 1929.

NOTICE is hereby given pursuant to section 244 of the Companies Act, 1929, that a Meeting of the creditors of the above named Company will be held at the Minor Hall, Y.M.C.A., George Street, Oxford, on Wednesday, the twelfth day of August, 1936, at 4.15 p.m., to be followed immediately by a General Meeting of the Company for the purpose mentioned in section 244 of the said Act.—Dated this 29th day of July, 1936.

(174) E. P. MESSENGER, Liquidator.

NOTICE is hereby given that the Partnership heretofore subsisting between us, the undersigned, Cyril Mackenzie and Percy Astley Holwell, carrying on business as Estate Agents, at Pokesdown Station Entrance, Boscombe East, Bournemouth, in the style or firm of C. MACKENZIE, has been dissolved by mutual consent as from the twenty-fourth day of June, one thousand nine hundred and thirty-six.—Dated this 25th day of July, 1936.

(145) CYRIL MACKENZIE,
PERCY ASTLEY HOLWELL.

NOTICE is hereby given that the Partnership heretofore subsisting between Edith Annie Shaw, of "Stakesby," Conway Road, Colwyn Bay, in the county of Denbigh, and Constance Irene Ham, of "Murray Downs," Rhos Road, Rhos-on-Sea, in the county of Denbigh, carrying on business as General Medical Practitioners at the above addresses, and at No. 5, Clonmel Street, Llandudno, in the county of Caernarvon, under the style or firm of SHAW AND HAM, has been dissolved by mutual consent as from the first day of

July, 1936. All debts due and owing to or by the late firm will be respectively received and paid by the said Edith Annie Shaw. The said business will be carried on in the future by the said Edith Annie Shaw.—As witness our hands this 28th day of July, 1936.

HEMPSONS, 33, Henrietta Street, Strand, London, W.C.2, Solicitors for the said Edith Annie Shaw.

LUPTON and FAWCETT, 26 and 27, Bond Street, Leeds, Solicitors for the said (011) Constance Irene Ham.

NOTICE is hereby given that the Partnership heretofore subsisting between us, the undersigned, David Fenwick Stow and Adam Freeman Luck, carrying on business as Stock and Share Brokers, at 110, Cannon Street, in the city of London, under the style or firm of STOW AND LUCK, has been dissolved by mutual consent as from the 27th day of July, 1936. All debts due and owing to or by the late firm will be respectively received and paid by the said David Fenwick Stow and Adam Freeman Luck. The said business will be carried on in the future by the said Adam Freeman Luck.—As witness our hands this 27th day of July, 1936.

(029) DAVID FENWICK STOW.
ADAM FREEMAN LUCK.

NOTICE is hereby given that the Partnership heretofore subsisting between us, the undersigned, Henry George Wolledge and Annie Sarah Lowther, carrying on business as Coal Merchants and Contractors, at 23, Teville Road, 115, Rowlands Road, and Goods Station, all in Worthing, in the county of Sussex, under the style or firm of LOWTHER AND COMPANY, has been dissolved by mutual consent as from the twenty-eighth day of May, one thousand nine hundred and thirty-six. All debts due and owing by the said late firm will be received and paid by the said Henry George Wolledge, who will continue to carry on the said business under the same style or firm.—Dated this 13th day of July, one thousand nine hundred and thirty-six.

(085) HENRY GEORGE WOLLEDGE.
ANNIE S. LOWTHER.

NOTICE is hereby given that the Partnership heretofore subsisting between John Joseph O'Donovan and Timothy Joseph O'Donnell, carrying on business as General Medical Practitioners, at "Sherwood," Hornchurch Road, Romford, Essex, under the style or firm of O'DONOVAN AND O'DONNELL, has been dissolved by mutual consent as from the twenty-seventh day of June, 1936. All debts due and owing to or by the late firm will be respectively received and paid by the said John Joseph O'Donovan, who will continue to carry on the practice from "Sherwood," Hornchurch Road, Romford aforesaid.—As witness our hands this 29th day of July, 1936.

HEMPSONS, 33, Henrietta Street, Strand, W.C.2, Solicitors for and on behalf of the said John Joseph O'Donovan.

DAVID MORRIS and CO., 1-3, St. Paul's Churchyard, E.C.3, Solicitors for and on behalf of the said Timothy Joseph (076) O'Donnell.

NOTICE is hereby given that the Partnership which for some time past has been carried on by Dr. William Pentland Ringland and Dr. Alfred Thomas Ashcroft, under the style of RINGLAND AND ASHCROFT, at 112, Grove Road, and at "Cratfield," Grove Road, Wallasey, in the county of Chester, in the practice of Medical Practitioners, was dissolved as from the 1st July, 1936, by mutual consent, the said Dr. William Pentland Ringland having retired from the firm; and that

all debts due and owing to or by the late firm will respectively be received and paid by the said Dr. Alfred Thomas Ashcroft.—Dated this 29th day of July, 1936.

G. HAROLD BRABNER and SON, 8, Cook Street, Liverpool 2, Solicitors for Dr. William Pentland Ringland.

NORRIS and SONS, 11, Union Court, Liverpool 2, Solicitors for Dr. Alfred Thomas (243) Ashcroft.

NOTICE is hereby given that the Partnership heretofore subsisting between Robert Norman Ellis Hinton and Patrick Malby Crofton Dodwell, carrying on business as Agents for Bell's Heat Appliances, at Faircross House, Faircross, Watford, in the county of Hertford, under the style or firm of DODWELL & HINTON, has been dissolved by mutual consent as from the 17th day of July, 1936, so far as concerns the said Patrick Malby Crofton Dodwell, who retires from the said firm. All debts due to and owing by the said late firm will be received and paid respectively by Robert Norman Ellis Hinton, who will continue to carry on the said business under the style or firm of Dodwell & Hinton.—Dated this 22nd day of July, 1936.

REDPATH, MARSHALL and HOLDSWORTH, 23, Bush Lane, E.C.4, Solicitors for the above named Patrick Malby Crofton Dodwell.

KENNETH WRIGHT and JOHNSON, 231, Strand, W.C.2, Solicitors for the above (122) named Robert Norman Ellis Hinton.

NOTICE is hereby given that the Partnership heretofore subsisting between us, the undersigned, Jack Burkeman and Isidore Levy (known as Sydney Levy), carrying on business as Gown Manufacturers, at 141, Commercial Road, London, E.1, under the style or firm of BURKEMAN & LEVY, has been dissolved by mutual consent as from the thirteenth day of July, nineteen hundred and thirty-six. All debts due and owing to or by the said late firm will be received and paid by the said Jack Burkeman, and that in future such business will be carried on by the said Jack Burkeman.—Dated this 23rd day of July, 1936.

(204) ISIDORE LEVY.
JACK BURKEMAN.

NOTICE is hereby given that the Partnership heretofore subsisting between us, the undersigned, Harriet Gamble and Norman Bernard Allanson, carrying on business as Grocers, at 162, Tonge Moor Road, Bolton, in the county of Lancaster, under the style or firm of STARKIE STORES, has been dissolved by mutual consent as from the 11th day of July, 1936, so far as concerns the said Norman Bernard Allanson, who retires from the firm. All debts due to and owing by the said late firm will be received and paid by the said Harriet Gamble, who will continue to carry on the said business under the same style or firm.—Dated this 27th day of July, 1936.

(146) H. GAMBLE.
N. B. ALLANSON.

NOTICE is hereby given that the Partnership heretofore subsisting between us, the undersigned, Frank James Pretty and Arthur Pretty, carrying on business as Painters and Decorators, at 54, King Street, Leicester, under the style or firm of F. J. PRETTY & SON, has been dissolved by mutual consent as from the 27th day of July, 1936. All debts due to and owing by the said late firm will be received and paid by the said Arthur Pretty, who will continue to carry on the said business under the same style or firm.—Dated this 27th day of July, 1936.

(147) F. J. PRETTY.
A. PRETTY.

NOTICE is hereby given that the Partnership heretofore subsisting between us, the undersigned, Francis Robert Tutton and Alexander Edward Owen Crombie, carrying on business as Schoolmasters, at Christ's College, Blackheath, in the county of Kent, and at Finchley High School, Etchingham Park Road, in the county of Middlesex, under the style or firm of TUTTON AND CROMBIE, has been dissolved by mutual consent as from the twenty-fourth day of July, 1936. All debts due and owing to or by the late firm in respect of Christ's College will be respectively received and paid by the said Alexander Edward Owen Crombie, and all debts due and owing to or by the late firm in respect of Finchley High School will be respectively received and paid by the said Francis Robert Tutton. The said school, Christ's College, will be carried on in the future by the said Alexander Edward Owen Crombie, and the said school, Finchley High School, will be carried on in the future by the said Francis Robert Tutton.—As witness our hands this 24th day of July, 1936.

(195) F. R. TUTTON.
ALEX. E. O. CROMBIE.

NOTICE is hereby given that the Partnership heretofore subsisting between us, the undersigned, Thomas Adams, Francis Longstreth Thompson and Edwin Maxwell Fry, carrying on business as Town Planning Consultants, Architects, Civil Engineers and Surveyors, at No. 58, Victoria Street, in the city of Westminster, under the style or firm of ADAMS THOMPSON & FRY, has been dissolved by mutual consent as from the 30th day of June, 1936.—As witness our hands this 29th day of July, 1936.

(131) THOS. ADAMS.
F. LONGSTRETH THOMPSON.
E. MAXWELL FRY.

NOTICE is hereby given that the Partnership heretofore existing between Harry Douglas Maughan-Taylor and Hilda Leigh Greenland, under the style of The MINT RIDING STABLES, at Buckland Road, Lower Kingswood, Tadworth, Surrey, in the trade or business of Riding Stables, was dissolved as from the 14th day of July, 1936, by mutual consent. All debts due to or owing by the late firm will be received and paid by the said Hilda Leigh Greenland, who will continue to carry on the said business under the same style or firm.—Dated this 22nd day of July, 1936.

ROSS and SON, Lloyds Bank Chambers,
(046) Horley, Surrey, Solicitors for all parties.

NOTICE is hereby given that the Partnership heretofore subsisting between us, the undersigned, Cecil Parkinson and Herbert Henry Balme, carrying on business as Wool Merchants, at Deal Street, Halifax, in the county of York, under the style or firm of CECIL PARKINSON & CO., has been dissolved by mutual consent as from the first day of May, 1936. All debts due to and owing by the said late firm will be received and paid by the said Cecil Parkinson, who will carry on the said business.—Dated the 16th day of July, 1936.

(008) CECIL PARKINSON.
HERBERT HENRY BALME.

CHARLES HOLDEN, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having any claim against the estate of Charles Holden, late of "Bessingby," Springfield Road, Parkstone, Dorset (who died on the 6th day of April, 1936, and whose Will was proved in the Principal Registry on the 15th day of July, 1936, by the Midland Bank Executor and Trustee Company Limited, Harry William

Stevens and Kenneth George Stevens, the executors therein named), are hereby required to send particulars thereof to the Midland Bank Executor and Trustee Company Limited or us, the undersigned, on or before the 10th day of October, 1936, after which date the executors will proceed to distribute the said estate, having regard only to the claims then notified.—Dated this 27th day of July, 1936.

BARLOW, NORRIS and JENKINS, 56,
Quarry Street, Guildford, Solicitors for the
(234) said Executors.

HUBERT HENRY CLARKE, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and persons having any claims or demands against the estate of Hubert Henry Clarke, late of 177, Charles Henry Street, in the city of Birmingham, and of "The Firs," Stratford Road, Shirley, in the county of Warwick, Provision Merchant, deceased (who died on the 24th day of November, 1935, and whose Will was proved by Hubert Clarke, of "The Firs" aforesaid, Walter Howard Lancaster, of 55, Alexander Road, Acocks Green, Birmingham, and William Howard Coley, of 29, Temple Row, Birmingham, the executors therein named, on the 8th day of February, 1936, in the Birmingham District Registry of the Probate Division of the High Court of Justice), are hereby required to send in the particulars of their claims and demands to the said executors or to the undersigned, their Solicitors, on or before the 3rd day of October, 1936; and notice is hereby also given that after that day the said executors will proceed to distribute the assets of the deceased among the parties entitled thereto, having regard only to the claims of which the said executors shall then have notice; and that they will not be liable for the assets, or any part thereof, so distributed, to any person of whose debt or claims they shall not then have had notice.—Dated this 29th day of July, 1936.

THOMAS GUEST and PEARSON, 29, Temple
Row, Birmingham 2, Solicitors for the
(235) Executors.

Miss MARY ELLEN HARTLEY, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Miss Mary Ellen Hartley, late of Portland Lodge, Austen Road, Guildford (formerly of Addlestone), in the county of Surrey, who died on the 23rd day of June, 1936, and whose Will was proved on the 27th day of July, 1936, are required to send written particulars to the undersigned by the 2nd day of October, 1936, after which date the executor will distribute the deceased's estate, having regard only to valid claims then notified.—Dated this 29th day of July, 1936.

BRAIKENRIDGE and EDWARDS, 16,
Bartlett's Buildings, London, E.C.4, Solici-
(116) tors for the Executors.

Re WILLIAM JOHNSON, Deceased, late of 26,
Fentham Road, Birchfield, Birmingham, who
died on the 14th March, 1936.

NOTICE is hereby given that creditors and others having claims against the estate of the above deceased should give notice thereof, in writing, to us, the undersigned, who are the Solicitors to the sole executor of the Will of the above deceased, on or before 1st October, 1936, after which date the executor intends to distribute the estate of the above deceased among the parties entitled thereto, having regard only to the claims of which notice has then been received by us.—Dated this 28th day of July, 1936.

ANSELL and SHERWIN, 5 and 7, Temple
Row West, Birmingham 2, Solicitors for the
(236) Executor.

Re STEPHEN LEWIS STEPHENS, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any debts, claims or demands against the estate of Stephen Lewis Stephens, late of 27, Birchington Road, Crouch End, in the county of Middlesex, Insurance Official, deceased (who died on the 1st day of April, 1936, and whose Will was proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 16th day of July, 1936, by Westminster Bank Limited, of 41, Lothbury, in the city of London, Mary Janes Stephens, the executrix therein named, having renounced probate), are hereby required to send the particulars, in writing, of their debts, claims or demands to us, the undersigned, the Solicitors for the said executors, on or before the 8th day of October next, after which date the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the debts, claims and demands of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose debts, claims or demands they shall not then have had notice.—Dated this 29th day of July, 1936.

SUTTON, OMMANNEY and OLIVER, 7-8, Great Winchester Street, E.C.2, Solicitors (180) for the Executors.

Re Colonel HENRY STARKEY COLDICOTT, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any debts, claims or demands against the estate of Colonel Henry Starkey Coldicott, late of "Hollow Way Croft," Middleton, near Bognor Regis, in the county of Sussex, deceased (who died on the 13th day of April, 1936, and whose Will was proved in the Principal Probate Registry of the Probate Division of His Majesty's High Court of Justice on the 21st day of July, 1936, by Midland Bank Executor and Trustee Company Limited and Captain Henry Rowlands Starkey Coldicott, the executors therein named), are hereby required to send the particulars, in writing, of their debts, claims or demands to us, the undersigned, the Solicitors for the said executors, on or before the 10th day of October next, after which date the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the debts, claims and demands of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose debts, claims or demands they shall not then have had notice.—Dated this 29th day of July, 1936.

FINNIS, DOWNEY, LINNELL and CHESSHER, 5, Clifford Street, London, (177) W.1, Solicitors for the Executors.

In the Estate of JOHN CHARLES LESLIE BERRY, Deceased.

Pursuant to the Trustee Act, 1925 (Section 27).

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of John Charles Leslie Berry, of Gwelo and Victoria District, Southern Rhodesia, Africa and Denbigh Mine, Umvuma, Southern Rhodesia aforesaid Mining Engineer, deceased, who died on the 10th day of June, 1935, and to whose estate letters of administration (with the Will annexed), were granted on the 23rd day of July, 1936, by the Principal Registry of the Probate Division of His Majesty's High Court of Justice to Barclays Bank (Dominion Colonial and Overseas) (the lawful Attorney of Lilian Berry and Norman Retallack Richards, the persons entrusted with the administration (with Will annexed) of the estate by the High Court of Southern Rhodesia, at Salisbury, Southern Rhodesia aforesaid), the administrator of his estate, are required to send particulars thereof,

in writing, to the Trustee Department, Barclays Bank Limited, 37, King William Street, London, E.C.2, or to the undersigned, on or before the 30th day of September, 1936, after which date the said administrator will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims or demands then notified; and will not be liable for the assets of the deceased, or any part thereof, so distributed, to any persons of whose claims or demands they shall not then have had notice.—Dated the 27th day of July, 1936.

MICHAEL ABRAHAMSON, SONS and CO., 110, Bishopsgate, London, E.C.2, Solicitors (179) for the said Administrator.

Re JANE MARY SWAIL, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Jane Mary Swail, late of 67, Kenilworth Court, Putney, in the county of Surrey, Widow (who died on the 30th day of March, 1936, and whose Will was proved by Westminster Bank Limited and Allen Lewis Chubb, the executors therein named, on the 23rd day of July, 1936, in the Principal Probate Registry), are required to send particulars thereof to the undersigned on or before the first day of October next, after which date the executors will proceed to distribute the estate, having regard only to the claims of which they shall then have had notice.—Dated this 27th day of July, 1936.

CHILD and CHILD, 25, Sloane Street, S.W.1, (178) Solicitors for the said Executors.

WILLIAM EVERARD SHERARD DIGBY, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors or other persons having any claims or demands against the estate of William Everard Sherard Digby, M.R.C.S., L.R.C.P., late of the West African Medical Service, who died on the 19th day of May, 1936, at Felix Court Hotel, Felixstowe, and whose Will was proved in the Principal Probate Registry on the 23rd day of July, 1936, by Edith Alice Digby, and the undersigned, Arthur George Eldridge (the executrix and executor therein named), are hereby required to send particulars, in writing, of their debts, claims or demands to the undersigned, Arthur George Eldridge, on or before the 1st day of October, 1936, after which date the said executrix and executor will proceed to distribute the assets of the deceased among the persons entitled thereto, having regard only to the claims or demands of which they shall then have had notice.—Dated this 28th day of July, 1936.

ARTHUR G. ELDRIDGE, 2-3, Norfolk (124) Street, Strand, W.C.2, Solicitor.

Re KATHLEEN ELEANOR LAKE, otherwise KATHLEEN ELEANOR COBBETT, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Kathleen Eleanor Lake, otherwise Kathleen Eleanor Cobbett, late of 120, High Street, Victoria Park, Manchester, in the county of Lancashire, Spinster, deceased (who died on the 14th day of March, 1936, and to whose estate letters of administration were granted by the Principal Registry of the Probate Division of His Majesty's High Court of Justice to Ellen Lake, on the 20th day of July, 1936), are hereby required to send particulars thereof, in writing, to the undersigned, on or before the 4th day of October, 1936, after which date the said administratrix will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims of which she shall then have had notice.—Dated this 29th day of July, 1936.

CECIL HATT, Wallingford, Solicitor for the (057) said Administratrix.

Re Lieut.-Col. A. W. JENNINGS BRAMLY,
Deceased.

Pursuant to Section 27 of the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of Lieut.-Colonel Alwyn William Jennings Bramly, late of "Grey Roofs," Box, Minchinhampton, in the county of Gloucester, deceased, who died on the 16th day of February, 1936, and whose Will was proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 15th day of June, 1936, by Hastings Seton Montgomerie, of 2, South Square, Gray's Inn, London, W.C.1, Solicitor, and Robert Llewellyn Garbutt, of 72, Drayton Gardens, West Brompton, London, S.W.10, Solicitor, the executors therein named, are hereby required to send the particulars, in writing, of their claims or demands to me, the undersigned, the Solicitor for the said executors, on or before the 1st day of October, 1936, after which date the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the debts, claims and demands of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose claims or demands they shall not then have had notice.—Dated this 28th day of July, 1936.

H. S. MONTGOMERIE, 2, South Square,
Gray's Inn, London, W.C.1, Solicitor for
(128) the said Executors.

NOTICE is hereby given pursuant to the Trustee Act, 1925, that all persons having any claims or demands upon or against the estate of WILLIAM HAROLD BOYES, late of "Breeze Hill," Manchester Road, Fishpool, Bury, in the county of Lancashire, Company Director, deceased (who died on the 11th day of December, 1935, and whose Will was proved by Gertrude Boyes, of "Breeze Hill," Manchester Road, Fishpool, Bury aforesaid, Ephriam Littlewood, of "Mayfield," Bury New Road, Besses O'th Barn, Whitefield, in the said county, and Thomas Herbert Young, of The Oaks, Radcliffe, in the said county, three of the executors named in the said Will, on the 21st day of February, 1936, in the District Probate Registry at Liverpool), are hereby requested to send in the particulars of their debts or claims to the said executors, at the offices of the undersigned, their Solicitors, on or before the 2nd day of October, 1936. And notice is hereby also given that after that day the said executors will proceed to distribute the assets of the said William Harold Boyes, deceased, amongst the parties entitled thereto, having regard only to the claims of which they shall then have had notice; and that they will not be responsible for the assets, or any part thereof, so distributed, to any person of whose debt or claim they shall not then have had notice.—Dated this 27th day of July, 1936.

W. and R. HODGE and HALSALL, 18,
Hoghton Street, Southport, Solicitors for
(048) the said Executors.

JOHN LANE STEVENS, Deceased.

Pursuant to the Trustee Act, 1925 (S. 27).

NOTICE is hereby given that all creditors and other persons having any debts, claims or demands against the estate of John Lane Stevens, late of Rosecare Villa, St. Gennys, in the county of Cornwall, Gentleman, deceased (who died on the 16th day of May, 1936, and whose Will and Codicil was proved in the Bodmin District Registry of the Probate Division of His Majesty's High Court of Justice on the 17th day of June, 1936, by Winifred May Stevens, Rosecare Villa, St. Gennys, Cornwall, William Percy Stevens, Hole Moor, Brandis Corner, Devon, Samuel Morgan Davey, Stockaton, South Hill, Cornwall, and Gerald Peter, of Launceston, Cornwall, the executors therein named), are hereby required to send the particulars, in writing, of their claims or demands to Peter, Peter

& Sons, the undersigned, the Solicitors for the said executors, within two months of the date of publication hereof, after which date the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed to any person or persons of whose claims or demands they shall not then have had notice.—Dated this 28th day of July, 1936.

PETER, PETER and SONS, Launceston,
(090) Cornwall, Solicitors for the said Executors.

EMMA MARY GEAKE VOSPER, Deceased.

Pursuant to the Trustee Act, 1925 (Section 27).

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of Emma Mary Geake Vosper, late of Tredaule, Altarnun, in the county of Cornwall, Widow, who died on the 15th day of February, 1936, and whose Will was proved in the Bodmin District Registry of the Probate Division of His Majesty's High Court of Justice on the 15th day of April, 1936, by George Wilson, of Launceston, Cornwall, Solicitor, and Joe Philp, of Launceston, Accountant, the executors therein named, are hereby required to send particulars thereof, in writing, to the undersigned, on or before the 30th day of September, 1936, after which date the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims or demands then notified; and will not be liable for the assets of the deceased, or any part thereof, so distributed, to any persons of whose claims or demands they shall not then have had notice.—Dated this 25th day of July, 1936.

GRAHAM-WHITE and CO., Launceston,
(047) Solicitors for the said Executors.

Re Mrs. MARIA ROBSON, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Mrs. Maria Robson, late of Number 69, Malvern Road, Gillingham, in the county of Kent (who died on the 22nd day of April, 1936, and to whose estate letters of administration, with the Will annexed, were granted to Westminster Bank Limited, as Attorney for Ernest Robson, one of the executors therein named, on the 22nd day of July, 1936, in the Principal Probate Registry), are required to send particulars thereof to the undersigned on or before the 1st day of October next, after which date the administrators will proceed to distribute the estate, having regard only to the claims of which they shall then have had notice.—Dated this 27th day of July, 1936.

WILLIAMS and SWAIN, 114, High Street,
Gillingham, Kent, Solicitors for the said
(181) Administrators.

NOTICE is hereby given that all creditors and other persons having claims against the estate of ALBERT PAYTON, late of No. 68, Knowle Road, Brixton, in the county of Surrey, deceased (who died on the 30th day of December, 1935), are hereby required to send the particulars, in writing, of their claims to the undersigned, the Solicitors for the administrators of the estate of the deceased, within two months of the date of publication hereof, after which date the said administrators will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose claims they shall not then have had notice.—Dated this 27th day of July, 1936.

COCKBURN GOSTLING and CO., 61, Church
Road, Hove, Sussex, Solicitors for the said
(058) Administrators.

LOUISA NOOTT, Deceased.

Pursuant to the Trustee Act, 1925 (as amended).

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of the above named Louisa Noott, late of Upton Lodge, St. Peters-in-Thanel, Broadstairs, in the county of Kent, Widow, deceased, who died on the 21st day of May, 1936, and whose Will was proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 21st day of July, 1936, by Alfred William Percy Noott, Geoffrey Noott, Harold Alfred Hunter Christie and Robert Stevens Fraser, the executors therein named, are hereby required to send the particulars, in writing, of their claims or demands to us, the undersigned, as Solicitors for the said executors, on or before the 6th day of October, 1936, after which date the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the debts, claims and demands of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose claims or demands they shall not then have had notice.—Dated this 29th day of July, 1936.

R. S. FRASER and CO., 141, Moorgate, (119) E.C.2, Solicitors for the said Executors.

Re ELLEN WOOD, Deceased, late of 71, Studland Road, Hanwell, Middlesex, who died on the 14th day of December, 1936.

NOTICE is hereby given that creditors and others having claims against the estate of the above deceased should give notice, in writing, to us, who are Solicitors to Albert Edward Wood, of The Oaks, St. Helens Down, Hastings, Sussex, the administrator of the estate of the said Ellen Wood, deceased, within two months of the date hereof, after which time the administrator intends to distribute the estate of the said Ellen Wood, deceased, among the parties entitled thereto, having regard only to the claims of which notice has been received by us.—Dated 31st July, 1936.

FULLER and COOPER, 14, Pelham Place, Seaford, Sussex, Solicitors for the Administrator.

Re BERTHA SARAH WATERS, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Bertha Sarah Waters, late of "Walnut Tree House," Haddenham, Isle of Ely, Cambs., Spinster, who died on the 16th day of June, 1936, and whose Will was proved in the Principal Probate Registry on the 17th day of July, 1936, by The Reverend Frederick Thomas Deacon, M.A., of The Rectory, Youghal, County Cork, Ireland, the sole executor therein named, are required to send particulars thereof, in writing, to the undersigned, on or before the 30th day of September next, after which date the executor will proceed to distribute the assets, having regard only to the claims of which he shall then have had notice.—Dated this 28th day of July, 1936.

H. COPLEY and SON, Saint Ives, Hunts, (055) Solicitors to the said Executor.

HENRY COOK, Deceased.

Pursuant to the Trustee Act, 1925 (Section 27).

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of Henry Cook, late of 16, Saint James Road, Victoria Park, in the county of Middlesex, formerly of 1, Catherine Street, Temple Street, Hackney Road, Bethnal Green, in the said county, Retired Shoe Manufacturer, who died on the nineteenth day of June, 1936, and whose Will was proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 23rd day of July, 1936, by Barclays Bank Limited, the executor therein named, are hereby required to send particulars

thereof, in writing, to the Trustee Department, Barclays Bank Limited, 37, King William Street, London, E.C.4, or to the undersigned, on or before the 8th day of October, 1936, after which date the said executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims or demands then notified; and will not be liable for the assets of the deceased, or any part thereof, so distributed, to any persons of whose claims or demands they shall not then have had notice.—Dated this 28th day of July, 1936.

LANGLOIS, HARDING, TATE and JOHNSON, 170, Bishopsgate, E.C.2, Solicitors for the said Executor.

Re ADELINE MARY ANN SPENCELEY, Deceased.

NOTICE is hereby given that creditors and others having any claims against the estate of Adeline Mary Ann Spenceley, late of "Woodthorpe," Earlswood Road, Redhill, and "Laurel Bank," Hatchlands Road, Redhill, Surrey, Widow, deceased (who died on the 10th day of May, 1936), are hereby required to send particulars, in writing, of their claims to me, the undersigned, the Solicitor for the executors of the deceased, within two months of the date of publication hereof, after which date the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims of which they shall then have had notice.—Dated this 29th day of July, 1936.

W. HOOPER, Market Hall Buildings, Red- (056) hill, Surrey.

Re ROSE EVELYN FOARD, Deceased, late of 49, Alfriston Road, Seaford, Sussex, Widow, who died on the 27th day of November, 1935.

NOTICE is hereby given that creditors and others having claims against the estate of the above deceased, should give notice, in writing, to us, who are Solicitors to Albert Edward Wood, of The Oaks, St. Helens Down, Hastings, Sussex, the administrator of the estate of the said Rose Evelyn Foard, deceased, within two months of the date hereof, at which time the administrator intends to distribute the estate of the said Rose Evelyn Foard, deceased, among the parties entitled thereto, having regard only to the claims of which notice has been received by us.—Dated 31st July, 1936.

FULLER and COOPER, 14, Pelham Place, Seaford, Sussex, Solicitors for the Administrator.

Re PERCY CORNELIUS, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any claims against the estate of Percy Cornelius, late of Erl Wood, Windlesham, in the county of Surrey, Esquire, deceased (who died on the 7th April, 1936, and whose Will was proved in the Liverpool District Registry of the Probate Division of His Majesty's High Court of Justice on the 21st July, 1936, by the Royal Exchange Assurance and Vivian Emery Cornelius, the executors therein named), are hereby required to send particulars thereof, in writing, to us, the undersigned, as Solicitors for the said executors, on or before the 7th day of October, 1936, after which date the said executors will proceed to distribute the assets of the deceased among the persons entitled thereto, having regard only to the claims of which they shall then have had notice; and they will not be liable for the assets of the deceased, or any part thereof, so distributed, to any person or persons of whose claims or demands they shall not then have had notice.—Dated this 27th day of July, 1936.

AVISON, MORTON, PAXTON and CO., 5, Cook Street, Liverpool 2, Solicitors for the (176) said Executors.

REBECCA MAUD HUNT, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Rebecca Maud Hunt, late of 30, Dacre Park, Lewisham, London, who died on 28th December, 1926, and to whose estate letters of administration were granted by the Principal Probate Registry on 20th July, 1936, to Clarence Roy Waterer, are required to send particulars thereof, in writing, to the undersigned, on or before 3rd October, 1936, after which date the administrator will proceed to distribute the assets, having regard only to the claims of which he shall then have had notice.—Dated this 28th July, 1936.

TARRY SHERLOCK and KING, 17, Serjeants Inn, London, E.C.4, Solicitors for the (205) Administrator.

JOHN GEORGE PALLISTER, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of John George Pallister, late of "Greyholme," Broadway, Morecambe, in the county of Lancaster, formerly of 10, Grove Road, North Ormesby, Middlesbrough, in the county of York, who died on the 30th day of December, 1932, and whose Will was proved in the Principal Probate Registry on the 24th day of April, 1933, by Emma Pallister, William Benjamin Cobb and Charles Percival Barrowcliff, the executors therein named, are required to send particulars thereof, in writing, to the undersigned, on or before the 19th day of October, 1936 next, after which date the executors will proceed to distribute the assets, having regard only to the claims of which they shall then have had notice.—Dated this twenty-ninth day of July, 1936.

HERBERT OUTHWAITE, Prudential Chambers, Middlesbrough, Solicitor to the said (210) Executors.

Re VICTORIA ROSINA HOSE, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims or demands against the estate of Victoria Rosina Hose, Widow, late of 1. Tudor Close, Chislehurst, in the county of Kent, formerly of The Mount, Mavelstone Road, Bromley, in the said county (who died on the 26th day of April, 1936, and whose Will was proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 20th day of July, 1936, by London and South American Investment Trust Limited, of 117, Old Broad Street, in the city of London, the sole executor named in the said Will), are hereby required to send particulars, in writing, of their claims and demands to us, the undersigned, Solicitors to the said executor, on or before the 3rd day of October, 1936, after which date the said executor will proceed to distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims or demands of which it shall then have had notice.—Dated this 27th day of July, 1936.

SLAUGHTER and MAY, 18, Austin Friars, London, E.C.2, Solicitors for the said (198) Executor.

Re MIRIAM MOORHOUSE, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any debts, claims or demands against the estate of Miriam Moorhouse, late of St. Mary's Nursing Home, 18, Blackhall Road, in the city of Exeter, in the county of Devon, deceased (who died on the 21st day of April, 1936, and whose Will was proved in the Wakefield District Registry of the Probate Division of His Majesty's High Court of Justice on the 20th day of July, 1936, by the Westminster Bank Limited, of 41, Lothbury, in the city of London, the executor therein named), are hereby required to send the particulars, in writing, of their debts, claims

or demands to us, the undersigned, the Solicitors for the said executor, on or before the 10th day of October next, after which date the said executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the debts, claims and demands of which the executor shall then have had notice; and the executor will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose debts, claims or demands the executor shall not then have had notice.—Dated this 28th day of July, 1936.

PULLAN, DAVIES and CO., 29, East Parade, (175) Leeds, Solicitors for the Executor.

MARTIN LUTHER JONES, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Martin Luther Jones, late of Innisfallen, Penyrheol, Sketty, Swansea, in the county of Glamorgan, who died on the 6th day of May, 1933, and whose Will was proved in the Principal Probate Registry on the 27th day of September, 1933, by Thomas George James, the surviving executor named therein, are required to send particulars thereof, in writing, to the undersigned, on or before the 3rd day of October next, after which date the executor will proceed to distribute the estate, having regard only to the claims of which he shall then have had notice.—Dated this 29th day of July, 1936.

RANDELL SAUNDERS and RANDELL, 10, Cross Street, Swansea, Solicitors for the (023) Executor.

LEE JAMES EDWARDS, Deceased.

Pursuant to the Trustee Act, 1925, Section 27.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of Lee James Edwards, late of "Leecot," Princes Street, Tunbridge Wells, in the county of Kent, Gentleman (who died on the 20th day of April, 1936, and whose Will was proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 8th day of July, 1936, by Barclays Bank Limited, the sole executor therein named), are hereby required to send particulars thereof, in writing, to the Trustee Department, Barclays Bank Limited, 37, King William Street, London, E.C.4, or to the undersigned, on or before the 8th day of October, 1936, after which date the said executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims or demands then notified; and will not be liable for the assets of the deceased, or any part thereof, so distributed, to any persons of whose claims or demands they shall not then have had notice.—Dated this 30th day of July, 1936.

STONE SIMPSON and HANSON, Tunbridge Wells, Kent, Solicitors for the said Executor. (027) tor.

Re JOHN CAVILL, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of John Cavill, late of 61, Henry Street, Reading, in the county of Berks (who died on the 17th day of May, 1936, and letters of administration, with the Will annexed, to whose estate were granted by the Principal Probate Registry on the 23rd day of July, 1936, to Lily Harriett Fry, the lawful Daughter of the said deceased), are required to send particulars thereof, in writing, to the undersigned, on or before the 5th day of October next, after which date the administratrix will proceed to distribute the assets, having regard only to the claims of which she shall then have had notice.—Dated this 27th day of July, 1936.

FREDK. J. RATCLIFFE, 4, Blagrove Street, Reading, Solicitor for the said Administratrix. (025) tratrix.

THOMAS SWINDELLS, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having any debts, claims or demands against the estate of Thomas Swindells, late of 226, Staniforth Road, in the city of Sheffield, who died on the 9th March, 1936, and probate of whose Will was granted on the 10th July, 1936, by the Manchester District Probate Registry of His Majesty's High Court of Justice to Barclays Bank Limited, the sole executors, are hereby required to send particulars, in writing, of their claims to the Trustee Department, Barclays Bank Limited, York Street, Manchester, on or before the 2nd October, 1936, after which date the assets of the said testator will be distributed among the parties entitled thereto, having regard to the claims of which notice shall then have been received.—Dated this 27th day of July, 1936.

MARGH. PEARSON and GREEN, 1, Dickinson Street West, Manchester 2, Solicitors (022) for the Executors.

Re ARTHUR JOHN HINES, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Arthur John Hines, late of 7, Greyfriars Road, Reading, in the county of Berks, Shopkeeper (who died on the 29th day of May, 1936, intestate, and letters of administration to whose estate were granted by the Principal Probate Registry on the 23rd day of July, 1936, to Leonie Hines, the lawful Widow and relict of the said intestate), are required to send particulars thereof, in writing, to the undersigned, on or before the 5th day of October next, after which date the administratrix will proceed to distribute the assets, having regard only to the claims of which she shall then have had notice.—Dated this 28th day of July, 1936.

FREDK. J. RATCLIFFE, 4, Blagrove Street, Reading, Solicitor for the said Administratrix. (026)

ROBERT HALPIN, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having any debts, claims or demands against the estate of Robert Halpin, deceased, late of 7, Middleborough Road, in the city of Coventry, Gentleman, who died on the fourteenth day of August, 1935, and whose Will was proved in the Birmingham District Probate Registry on the twenty-sixth day of June, 1936, by Robert Edgar Halpin, Winifred Ethel Halpin, Louis Henry Mayer and Arthur Benedict Makepeace, the executors named in the said Will, are requested to send particulars thereof, in writing, to the undersigned, on or before the tenth day of October, 1936, after which date the said executors will proceed to distribute the assets, having regard only to the claims of which they shall then have had notice.—Dated this 28th day of July, 1936.

BAND HATTON and CO., 9-11, High Street, (024) Coventry, Solicitors for the Executors.

Re CHARLES HERMON HERING, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any debts, claims or demands against the estate of Charles Hermon Hering, late of "The Green Man Inn," Trumpington, in the county of Cambridge, deceased, who died on the sixteenth day of June, 1936, and whose Will was proved in the Principal Probate Registry of the Probate Division of His Majesty's High Court of Justice on the 24th day of July, 1936, by D. R. W. Stevenson, of 11, Peas Hill, Cambridge, and Margaret Hering of "The Green Man Inn" aforesaid, the executors therein named, are hereby required to send the particulars, in writing, of their debts, claims or demands to the undersigned, the Solicitors for the said executors, on or before the 1st day of October, 1936, after which date the

said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the debts, claims and demands of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose debts, claims or demands they shall not then have had notice. Dated this 29th day of July, 1936.

SQUIRES and CO., 11, Peas Hill, Cambridge, (061) Solicitors for the said Executors.

Re EMILY WILSHERE, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having any claims against the estate of Emily Wilshire, late of 7, Cavendish Road, Chorlton-cum-Hardy, Manchester (who died on the 5th June, 1936, and whose Will was proved in London on the 9th July, 1936, by Harold Hesketh and Duncan Wilshire, the executors therein named), are hereby required to send written particulars of their claims to the undersigned, Solicitors for the said executors, before the 3rd October, 1936, after which date the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims then received.—Dated 29th July, 1936.

SAMUEL BISHOP and SONS, 47, Mosley Street, Manchester, Solicitors for the said (051) Executors.

GEORGE BROOKES, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of George Brookes, late of 268, Liverpool Road, Patricroft, in the county of Lancaster, Builder and Contractor, deceased (who died on the 24th day of December, 1935, and whose Wills were proved in the Manchester District Probate Registry of the High Court of Justice on the 15th day of July, 1936, by James Wilfred Walker and Albert Cooper, the executors therein named), are hereby required to send the particulars, in writing, of their claims and demands to us, the undersigned, the Solicitors to the said executors, on or before the third day of October, 1936, after which date the executors will proceed to distribute the assets of the deceased amongst the parties entitled thereto, having regard only to the claims and demands of which they shall then have had notice.—Dated this 31st day of July, 1936.

W. L. C. BOWDEN, HORNER and SON, 38, Deansgate, Manchester 3, Solicitors to (050) the Executors

Re JOSEPH SAMPSON, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having any claims against the estate of Joseph Sampson, late of 4, Chatham Road, Old Trafford, in the county of Lancaster, formerly of 24, Park Range, Rusholme, in the city of Manchester (who died on the 29th day of April, 1936, and whose Will was proved in the Manchester District Probate Registry on the 13th day of July, 1936, by the Public Trustee and Albert Edward Thomson, the executors therein named), are hereby required to send particulars of their claims to the Deputy Public Trustee, Arkwright House, Parsonage Gardens, Manchester, on or before the 10th day of October, 1936, after which date the said executors will proceed to distribute the said estate amongst the persons entitled thereto, having regard only to the claims of which they shall then have had notice.—Dated this 31st day of July, 1936.

WITHINGTON PETTY and CO., 30, Spring Gardens, Manchester 2, Solicitors for the (052) said Executors.

Re NOEL WARNER THORNTON, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having any claims against the estate of Noel Warner Thornton, deceased, late of "The Green Door," Cley-next-the-Sea, Norfolk (who died on the 1st day of February, 1936, and in respect of whose estate letters of administration were granted out of the Principal Probate Registry on the 5th day of May, 1936, to the Reverend Ernest Allan Thornton), are hereby required to send particulars thereof, in writing, to us, the undersigned, Solicitors for the said administrator, on or before the 30th day of September, 1936, after which date the said administrator will proceed to distribute the assets of the deceased amongst the persons entitled thereto, having regard only to the claims of which he shall then have had notice.—Dated this 27th day of July, 1936.

MAYO ELDER and RUTHERFORDS, 10, Drapers Gardens, London, E.C.2, Solicitors (063) for the said Administrator.

Re CHARLES FARLEY, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having any debts, claims or demands against the estate of Charles Farley, late of 72, Choumert Road, Peckham, London, S.E.15, who died on the 13th day of May, 1936, and whose Will was proved in the Principal Probate Registry on the 23rd day of July, 1936, by William Charles Farley, Ernest Farley and Charles Victor Farley, the executors therein named, are required to send particulars, in writing, of their debts, claims or demands to me, the undersigned, the Solicitor for the said executors, on or before the 4th day of October, 1936, after which date the said executors will proceed to distribute the assets of the deceased amongst the persons entitled thereto, having regard only to the debts, claims and demands of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose claims or demands they shall not then have had notice.—Dated 28th day of July, 1936.

A. H. HEPBURN, 8, Hanover Park, Peckham, London, S.E.15, Solicitor for the said (053) Executors.

CHARLES HENRY SHEATH, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Charles Henry Sheath, late of 13, Esk Terrace, Whitby, in the county of York, Retired Master Mariner, who died on the 20th May, 1936, and whose Will was proved in the District Registry at York, on the 18th day of July, 1936, by National Provincial Bank Limited, the executor therein named, are required to send written particulars to the undersigned, by the 5th day of October, 1936, after which date the executor will distribute the deceased's estate, having regard only to valid claims then notified.—Dated this 28th day of July, 1936.

MIDDLETON SMITH and CO., 43, Flowergate, Whitby, Solicitors for the said (155) Executor.

Re ERNEST WILLIAM PATCHETT, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any debts, claims or demands against the estate of Ernest William Patchett, late of "Firlind," Bassett Close, Southampton, deceased (who died on the 2nd day of June, 1936, and whose Will was proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice, on the 17th day of June, 1936, by Bertha Anna Patchett and Stanley Parker-Smith, the executors therein named), are hereby required to send in the particulars of their debts,

claims or demands to us, the undersigned, the Solicitors for the said executors, on or before the 1st day of October, 1936, after which date the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose debts, claims or demands they shall not then have had notice.—Dated this 28th day of July, 1936.

WALLER and McCARRAHER, 7 and 8, Albion Place, Southampton, Solicitors for (158) the Executors.

NELLIE LOCKHEAD, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of Nellie Lockhead, of 108, Alfred Street, Bury, in the county of Lancaster, Spinster (who died on the 23rd day of December, 1935, and letters of administration to whose estate were granted by the Manchester District Probate Registry on the 8th day of April, 1936, to Richard Lockhead, of 108, Alfred Street, Bury aforesaid), are hereby requested to send particulars of their claims to, the undersigned, on or before the 3rd day of October, 1936, after which date the assets of the deceased will be distributed amongst the persons entitled thereto, having regard only to the claims of which notice shall then have been received.—Dated this 28th day of July, 1936.

C. E. HALLIWELL, 4, St. Mary's Place, Bury, Lancashire, Solicitor for the said (156) Administrator.

Re ELIZA CHARLOTTE MEADUS, Deceased.

NOTICE is hereby given pursuant to the Trustee Act, 1925, that all persons having any claims or demands against the estate of Eliza Charlotte Meadus, late of 12, Fishermans Avenue, West Southbourne, Bournemouth, Spinster, who died on the 20th of May, 1936, and whose Will was proved in the Principal Probate Registry on the 24th of July, 1936, by Ronald William Law and Theodore Guillaume, the executors therein named, are hereby required to send particulars, in writing, of their claims or demands to us, the undersigned Solicitors, on or before the 1st of October next, after which date the said executors will proceed to distribute the assets of the said deceased, having regard only to the claims of which notice has then been received by the said Solicitors.—Dated this 27th of July, 1936.

GUILLAUME and SONS, Walton House, Richmond Hill, Bournemouth, and 1, Salisbury Square, London, E.C.4, Solicitors for (132) the said Executors.

JOHN BUCKLER, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any debts, claims or demands against the estate of John Buckler, late of 142, Divinity Road, and 168, Cowley Road, in the city of Oxford, Fishmonger, deceased (who died on the 24th day of May, 1936, and whose Will was proved on the 17th day of July, 1936, in the Oxford District Probate Registry by Stanley Raymond Buckler and Frederick James Grimsdale, the executors therein named), are hereby required to send particulars thereof, in writing, to the undersigned, the Solicitors for the said executors, on or before the 6th day of October, 1936, after which date the said executors will proceed to distribute the assets of the deceased to or among the persons entitled thereto, having regard only to the debts, claims and demands of which the said executors shall then have had notice.—Dated this 30th day of July, 1936.

THOMAS MALLAM and CO., 126, High (150) Street, Oxford, Solicitors for the Executors.

LUCY ROPER, Deceased.

Pursuant to Section 27 of the Trustee Act, 1925.

PERSONS having claims against the estate of the above named deceased, late of No. 32, Wrekin Road, Wellington, Salop, Spinster, who died on the 23rd April, 1936, at No. 32, Wrekin Road, Wellington aforesaid, and whose Will was proved by George Hamilton Roper and Alfred Percy Roper, the executors therein named, on the 19th May, 1936, in the District Probate Registry at Shrewsbury, are required to send particulars thereof, in writing, to the undersigned, on or before the 5th October, 1936, after which date the executors will proceed to distribute the assets of the deceased amongst the parties entitled thereto, having regard only to the claims of which they shall then have had written notice.—Dated this 29th July, 1936.

R. GWYNNE and SONS, Walker Street, Wellington, Salop, Solicitors to the Executors. (136)

GEORGE TURK GUNNER, Deceased.

Pursuant to the Trustee Act, 1925 (as amended).

ALL persons having any claim against the estate of George Turk Gunner, late of "Overdale," and 97, 99 and 101, High Street, Tonbridge, Kent (who died on the 21st May, 1936, and whose Will was proved in the Principal Registry on the 27th July, 1936, by Edith Mabel Gunner, George Edward Gunner, Herbert George Gunner and Herbert Garthwaite Thompson, the executors named therein), are hereby required to send particulars thereof to the undersigned, on or before the 3rd October, 1936, after which date the executors will proceed to distribute the said estate, having regard only to the claims then notified.—Dated this 29th day of July, 1936.

TILNEY BARTON and THOMPSON, 1, Dorchester Chambers, Bournemouth, Solicitors for the said Executors. (134)

SUSAN MARIA VAUDIN, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and persons having any claims or demands against the estate of Susan Maria Vaudin, late of 48, Derby Road, in the county borough of Southampton, Widow, deceased (who died on the 8th day of February, 1936, and to whose estate letters of administration were granted to Emma Jane Vaudin and Albert George South on the 17th day of July, 1936, by the Principal Registry of the Probate Division of the High Court of Justice), are hereby required to send in the particulars of their claims and demands to the undersigned Solicitor, on or before the 10th day of October, 1936; and notice is hereby also given that after that day the said administrators will proceed to distribute the assets of the deceased among the parties entitled thereto, having regard only to the claims of which the said administrators shall then have notice; and that they will not be liable for the assets, or any part thereof, so distributed, to any person of whose debt or claim they shall not then have had notice.—Dated this 30th day of July, 1936.

T. R. PLUMER PRICE, 5, Portland Street, Southampton, Solicitor for the Administrators. (149)

EDITH PARKINSON, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and persons having any claims or demands against the estate of Edith Parkinson, late of 42, Ibbison Street, Blackpool, in the county of Lancaster, deceased (who died on the 23rd day of February, 1934, and whose Will was proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 15th day of March, 1934, by Jessie Webster, the Wife of Robert Webster, of 52, Marsland Road, Sale, in

the county of Chester, the sole executrix named in the said Will), are hereby required to send in the particulars of their claims and demands to us, the undersigned Solicitors, on or before the 30th day of September, 1936; and notice is hereby also given that after that day the said executrix will proceed to distribute the assets of the deceased among the parties entitled thereto, having regard only to the claims of which the said executrix shall then have notice; and that she will not be liable for the assets, or any part thereof, so distributed, to any person of whose debt or claim she shall not then have had notice.—Dated this 29th day of July, 1936.

A. KIDD WHITAKER and SONS, 19, Clifton Street, Blackpool, Solicitors for the (148) Executrix.

Re DAISY EMMELINE ENGLAND, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Daisy Emmeline England, deceased, late of Northend, Midhurst, Sussex, Widow, who died on the 18th day of March, 1936 (probate of whose Will was granted by the Bristol District Probate Registry on the 6th day of May, 1936, to the Midland Bank Executor and Trustee Company Limited, of 27-32, Poultry, London, the sole executor named in such Will), are required to give notice of all such claims, in writing, to the undersigned, on or before the 14th day of October, 1936, after which date the said executor intends to distribute the estate, having regard only to the claims of which the said executor shall then have had notice.—Dated this 27th day of July, 1936.

DIXON and DIXON, 15, Bridge Street, (012) Bristol 1, Solicitors for the said Executor.

Re JEANNETTE ROOSE HUGHES, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Jeannette Roose Hughes, deceased, late of 19a, Wellington Park, Clifton, Bristol, Spinster, who died on the 24th day of September, 1935, at 19a, Wellington Park aforesaid, intestate (administration of whose estate was granted by the Bristol District Probate Registry on the 23rd day of December, 1935, to Alice Mary Barry, of 19a, Wellington Park aforesaid, Spinster), are required to give notice of all such claims or demands, in writing, to the undersigned, on or before the 14th day of October, 1936, after which date the administratrix intends to distribute the estate of the said Jeannette Roose Hughes, deceased, having regard only to the claims of which she shall then have had notice.—Dated this 27th day of July, 1936.

DIXON and DIXON, 15, Bridge Street, Bristol 1, Solicitors for the said Administratrix. (013)

HERBERT GOUGH, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of Herbert Gough, late of 5, Ravenswood Road, Redland, in the city and county of Bristol (who died on the 7th day of June, 1936, and whose Will was proved in the Bristol District Probate Registry on the 21st day of July, 1936, by Launcelot Theodore Charlton Thatcher and Phyllis Ridler Gough, the executors therein named), are hereby required to send particulars thereof, in writing, to the undersigned, on or before the 7th day of October, 1936, after which date the said executors will proceed to distribute the said estate, having regard only to the claims or demands of which they shall then have had notice.—Dated this 28th day of July, 1936.

WANSBROUGHS ROBINSON TAYLER and TAYLOR, Dunlop Buildings, Baldwin Street, Bristol, Solicitors for the said (152) Executors.

Miss ESTHER ANN CHANDLER, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having claims against the estate of Esther Ann Chandler, deceased, late of 36, Montpellier Terrace, Cheltenham, in the county of Gloucester, who died on the 25th June, 1936, and to whose estate letters of administration were granted by the Gloucester District Probate Registry on the 22nd July, 1936, to Amy Chandler, are hereby required to send particulars thereof to us, the undersigned, Solicitors to the said administratrix, before the 2nd day of October, 1936, after which date the administratrix will distribute the assets, having regard only to the claims then received by us.—Dated this 29th day of July, 1936.

McILQUHAM and CO., 2, Imperial Square, (120) Cheltenham, Solicitors.

LEONARD GALLIFORD BLIGHT, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having any claims against the estate of Leonard Galliford Blight, late of Upcross, Berkeley Avenue, Reading, in the county of Berks, Biscuit Manufacturers Representative, deceased (who died on the 3rd day of May, 1936, intestate, and to whose estate letters of administration were granted out of the Birmingham District Probate Registry on the 2nd day of July, 1936, to William Galliford Blight and Florence Emily Chapple), are hereby required to send particulars thereof to the undersigned, on or before the 1st day of October, 1936, after which date the administrators will proceed to distribute the assets of the deceased among the persons entitled thereto, having regard only to the claims of which they shall then have had notice; and they will not be liable for the assets, or any part thereof, so distributed, to any person of whose claim they shall not then have had notice.—Dated this 28th day of July, 1936.

HERBERT W. WILKES, 8, Waterloo Street, Birmingham 2, Solicitor for the Administrators.

Re KATE VIOLET ADDAMS WILLIAMS, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Mrs. Kate Violet Addams Williams, late of Laburnum Cottage, Abergavenny Road, Usk, in the county of Monmouth, who died on the 20th day of December, 1935, and letters of administration to whose estate were granted by the Llandaff District Probate Registry on the 29th day of May, 1936, to Major-General Sir Godfrey Williams, are hereby required to send written particulars thereof to the undersigned by the 15th October, 1936, after which date the said administrator will distribute the assets, having regard only to valid claims then notified.—Dated this 30th day of July, 1936.

WADDINGTON and CO., Usk, Mon., Solicitors for the said Administrator.

Re ARTHUR GEORGE BARTLETT, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any debts, claims or demands against the estate of Arthur George Bartlett, late of Lower Farm, Charterhouse, Blagdon, Somerset, deceased (who died on the 29th day of March, 1936, and letters of administration to whose estate were granted in the District Probate Registry at Bristol on the 8th day of May, 1936, to Nellie Elizabeth Gill and Lilian Maud Hudd), are hereby required to send in the particulars of their debts, claims or demands to us, the undersigned, the Solicitors for the said administratrices, on or before the 30th day of September, 1936, after which date the said administratrices will proceed to distribute the assets of the said deceased amongst the persons entitled

thereto, having regard only to the claims and demands of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose debts, claims or demands they shall not then have had notice.—Dated this 28th day of July, 1936.

W. G. BURROUGH and PULLIBLANK, Wedmore, Somerset, Solicitors for the said (154) Administratrices.

Re HAROLD ADDAMS WILLIAMS, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Harold Addams Williams, late of Laburnum Cottage, Abergavenny Road, Usk, in the county of Monmouth, who died on the 28th day of December, 1935, and letters of administration (with Will annexed) to whose estate were granted by the Llandaff District Probate Registry on the 11th day of March, 1936, to Major-General Sir Godfrey Williams, are hereby required to send written particulars thereof to the undersigned by the 15th October, 1936, after which date the said administrator will distribute the assets, having regard only to valid claims then notified.—Dated this 30th day of July, 1936.

WADDINGTON and CO., Usk, Mon., Solicitors for the said Administrator.

Re ELLEN WESTHEAD, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of Ellen Westhead, late of 133, Whelley, Wigan, in the county of Lancaster, Widow, deceased (who died on the 5th day of May, 1936, and probate of whose Will was granted out of the Liverpool District Probate Registry to Arthur Jackson Yates and Fred Prince, the executors, on the 22nd day of July, 1936), are hereby required to send the particulars, in writing, of their claims to me, the undersigned, on or before the 3rd day of October, 1936, after which date the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose claim they shall not then have had notice.—Dated this 29th day of July, 1936.

JAMES C. GIBSON, 16, King Street, Wigan, (190) Solicitor for the said Executors.

Re Miss MARGARET ELLA BARLOW, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any debts, claims or demands against the estate of Margaret Ella Barlow, late of 2, Grove Place, Bedford, in the county of Bedford, Spinster, deceased (who died on the 8th day of February, 1936, and whose Will was proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 8th day of July, 1936, by Midland Bank Executor and Trustee Company Limited, the executor therein named), are hereby required to send in the particulars of their debts, claims or demands to us, the undersigned, the Solicitors for the said executor, on or before the 8th day of October, 1936, after which date the said executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which the said executor shall then have had notice; and will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose debts, claims or demands the executor shall not then have had notice.—Dated this 29th day of July, 1936.

LAMB and STRINGER, Kettering, Solicitors (184) for the said Executor.

Re **ELIZABETH RIGBY** (otherwise **BESSIE RIGBY**), Deceased, late of 3, Priory Road, St. Marychurch, Torquay, Devon, Spinster, who died on the 17th day of June 1936.

NOTICE is hereby given that creditors and others having claims against the estate of the above deceased should give notice thereof, in writing, to Messrs. Glanfield & Lansdell, of 70, Fleet Street, Torquay, Solicitors to the executors of the Will of the said Elizabeth Rigby within two months from the date hereof, after which time the executors intend to distribute the estate of the said Elizabeth Rigby among the parties entitled thereto, having regard only to the claims of which notice has been received by the said Solicitors.—Dated the 31st day of July, 1936.

GLANFIELD and LANSDELL, 70, Fleet (182) Street, Torquay.

FREDERIC JOHN TUCKER, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having any claims or demands against the estate of Frederic John Tucker, late of Singleton, Allanson Road, Rhos-on-Sea, in the county of Denbigh, Builder (who died on the 18th day of June, 1936, and whose Will and Codicils were proved in the Bangor District Probate Registry on the 16th day of July, 1936, by Alice Helen Tucker and Frank Basil Howells, the executors named in the said Will), are hereby required to send particulars, in writing, of their claims to the undersigned, Solicitors for the said executors, on or before the 7th day of October, 1936, after which date the executors will distribute the assets of the said deceased among the persons entitled thereto, having regard only to the claims of which they shall then have had notice.—Dated this 28th day of July, 1936.

NUNN and CO., Colwyn Bay, Solicitors for (183) for the Executors.

Re Mrs. **EMILY BRADBURY**, Deceased.

NOTICE is hereby given pursuant to the Trustee Act, 1925, that all persons having any claims or demands upon or against the estate of Emily Bradbury, deceased, late of "The Grange," Uppermill, in the county of York, Widow (who died on the 17th day of March, 1936, and letters of administration, with the Will and two Codicils annexed, of whose estate were granted in the Principal Probate Registry on the 10th day of July, 1936, to District Bank Limited, of Spring Gardens, in the city of Manchester), are hereby required to send in particulars of their debts or claims to us, the undersigned, the Solicitors for the said administrators, on or before the 1st day of October, 1936, after which date the said administrators will proceed to distribute the assets of the said Emily Bradbury, deceased, amongst the parties entitled thereto, having regard only to the claims of which they shall then have had notice; and that they will not be responsible for the assets, or any part thereof, so distributed, to any person of whose debt or claim they shall not then have had notice.—Dated this 27th day of July, 1936.

ROWNTREE and RITSON, 11, Church Terrace, Oldham, Solicitors for the said (070) Administrators.

SUSAN ROWE, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and persons having any claims or demands against the estate of Susan Rowe, late of 61, Roskear Road, Tuckingmill, Camborne, in the county of Cornwall, Widow, deceased (who died on the 14th day of May, 1936, and to whose estate letters of administration were granted to Katie Temby, her lawful Niece, on the 11th day of July, 1936, by the Bodmin District Registry of the Probate Division of the High Court of Justice), are hereby required to send in the particulars of their claims and demands to the undersigned Solicitors, on

or before the 6th day of October, 1936; and notice is hereby also given that after that day the said administratrix will proceed to distribute the assets of the deceased among the parties entitled thereto, having regard only to the claims of which the said administratrix shall then have notice; and that she will not be liable for the assets, or any part thereof, so distributed, to any person of whose debt or claim she shall not then have had notice.—Dated this 28th day of July, 1936.

JENKIN GRAHAM and COOKE, The Square, West End, Redruth, Solicitors for (151) the Administratrix.

Re **AUGUSTUS SHELTON HOOPER**, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having claims against the estate of Augustus Shelton Hooper, of The Thatched House Club, St. James's Street, London, S.W.1, who died on the 13th of June, 1936, and whose Will was proved by Frank Thomas, the executor therein named, on the 27th of July, 1936, in the Exeter District Probate Registry, are requested to send particulars thereof, in writing, to us, the undersigned, on or before the 8th of October next, after which date the executor will proceed to distribute the assets of the deceased, having regard only to the claims of which he shall then have had notice.—Dated this 30th of July, 1936.

JERMAN and THOMAS, 18, Bedford Circus, Exeter, Solicitors for the said (065) Executor.

WILLIAM (otherwise **ARTHUR**) **PATEMAN**, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having any debts, claims or demands against the estate of William (otherwise Arthur) Pateman, deceased, of 58, Rolt Street, Deptford, London, Gentleman, of no occupation (who died on the 20th December, 1935, and whose Will was proved in the Principal Probate Registry on the 12th February, 1936, by Harriet Alice Martin, the sole executrix therein named), are hereby required to send written particulars thereof to the undersigned, on or before the 5th October, 1936, after which date the said estate will be distributed, having regard only to the claims then notified.—Dated this 28th day of July, 1936.

SANDOM KERSEY and TILLEARDS, 12, Deptford High Street, S.E.8, Solicitors for (067) the said Executrix.

Re **GEORGE PARKER**, Deceased.

Pursuant to the Trustee Act, 1925, Section 27 (as amended).

NOTICE is hereby given that all creditors and other persons having any claims against the estate of George Parker, late of Cragfield, Whelpstone Grove, Settle, in the county of York, deceased, who died on the 18th day of March, 1934, intestate, and to whose estate letters of administration were, on the 31st day of May, 1934, granted to Mrs. Margaret Jane Skirrow, of Cragfield, Whelpstone Grove, Settle aforesaid, by the Wakefield District Probate Registry, are hereby required to send particulars, in writing, of their claims to the undersigned, the Solicitors for the administratrix, on or before the fifth day of October, 1936, after which date the said administratrix will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims of which the said administratrix shall then have had notice; and the said administratrix will not be liable for the assets, or any part thereof, so distributed, to any person of whose claim she shall not then have had notice.—Dated this twenty-eighth day of July, 1936.

CHARLESWORTH and CO., Chapel Street, Settle, Yorkshire, Solicitors for the said (089) Administratrix.

ALEXANDER PORTER, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Alexander Porter, late of 133, St. Annes Road East, Lytham St. Annes, in the county of Lancaster (who died on the 22nd March, 1936, intestate, and of whose estate letters of administration were, on the 18th July, 1936, granted to the Public Trustee, Manchester) are required to send written particulars thereof to the Deputy Public Trustee, Arkwright House, Parsonage Gardens, Manchester 3, before the 10th October next, after which date the administrator will distribute the assets of the deceased, having regard only to the claims then received.—Dated this 29th day of July, 1936.

LINGARD and WRIGHT, Solicitors, Queen's Chambers, 5, John Dalton Street, Manchester 2. (086)

EMMELINE BLOOMER, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having any claims against the estate of Emmeline Bloomer, late of "Hillworth," Thornhill Road, Streetly, in the county of Stafford, Widow, deceased (who died on the 29th January, 1936, and whose Will was proved in the Principal Probate Registry on the 1st day of May, 1936, by Frank George Griffin Walker and James Arthur Russell, the executors therein named), are hereby required to send particulars, in writing, of their claims or demands to me, the undersigned, on or before the 1st day of October, 1936, after which date the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims or demands then notified; and will not be responsible for the assets of the deceased, or any part thereof, so distributed, to any persons of whose claims and demands they shall not then have had notice.—Dated this 29th day of July, 1936.

F. W. GREEN, 6, Priory Street, Dudley, (087) Solicitor for the said Executors.

MARTHA SKIRROW, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Martha Skirrow, of 2, West View, Settle, in the county of York, Widow, who died on the 18th day of June, 1936, and whose Will was proved by Harry Waddington and Fred Bertwistle in the Wakefield District Probate Registry on the 23rd day of July, 1936, are required to send particulars thereof, in writing, to the undersigned, on or before the 5th day of October next, after which date the executors will proceed to distribute the assets, having regard only to the claims of which they then shall have had notice.—Dated this 28th day of July, 1936.

CHARLESWORTH and CO., Settle, York- (088) shire, Solicitors for the Executors.

Re WILLIAM ANTHONY SMITH, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of William Anthony Smith, late of Crafon, County Allegheny, Pennsylvania, in the United States of America, Labourer, deceased (who died on the 8th day of July, 1933, and letters of administration, with the Will annexed, were granted by the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 27th day of July, 1936, to Arthur Outhwaite Knott, the lawful Attorney of Estella Esma Vickery), are hereby required to send the particulars, in writing, of their claims and demands to us, the undersigned, Solicitors for the said Attorney, on or before the 2nd day of October, 1936, after which date the said Attorney will proceed to distribute the assets of the said deceased amongst the persons entitled

thereto, having regard only to the debts, claims and demands of which he shall then have had notice; and he will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose claims and demands he shall not then have had notice.—Dated this 31st day of July, 1936.

COCHRANE KNOTT and LEWIS, 161, Albert Road, Middlesbrough, Solicitor for (072) the said Attorney.

Re Mrs. ELLA ROSA HANNIE, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Ella Rosa Hannie, late of Mount Clwyd, Dyserth, in the county of Flint, Widow, who died on the third day of February, 1936, and whose Will was proved in the District Probate Registry at Bangor on the 14th day of May, 1936, by Fanny Margaret Costley, the sole executrix therein named, are required to send particulars thereof, in writing, to the undersigned, on or before the 5th day of October next, after which date the executrix will proceed to distribute the assets, having regard only to the claims of which she shall then have had notice.—Dated this 29th day of July, 1936.

JOSEPH LLOYD and CO., Russell Road, (211) Rhyl, Solicitors to the said Executrix.

Re ELIZA BLANCHE GEDYE GRIFFITH, Deceased, late of No. 14, Park Road, Lower Weston, Bath.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and others having any claims against the estate of the above deceased, who died on the 11th day of September, one thousand nine hundred and thirty-five, and whose Will was proved in the Gloucester District Probate Registry on the 12th March, one thousand nine hundred and thirty-six, by Dorothy Mary Whiteley and Joseph Travis Whiteley, the executors therein named, are hereby required to send particulars thereof, in writing, to the undersigned Solicitors, on or before the 1st day of October, one thousand nine hundred and thirty-six, after which date the said executors will proceed to distribute the assets of the deceased among the persons entitled thereto, having regard only to the claims of which they shall then have had notice; and will not be liable for the assets of the deceased, or any part thereof, so distributed, to any person or persons of whose claims or demands they shall not then have had notice.—Dated this 28th day of July, 1936.

WELLINGTON and CLIFFORD, 57, Westgate Street, Gloucester, Solicitors for the (115) said Executors.

Re Mrs. FANNY BUTCHER, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having claims against the estate of Mrs. Fanny Butcher, late of "Wildwood," Warwick Road, Walmer, Kent, Wife of Arthur Titus Butcher (who died on the 29th day of June, 1936, and whose Will was proved in the Principal Probate Registry of the High Court of Justice on the 27th day of July, 1936, by Robert Hughes, one of the executors therein named), are hereby required to send in particulars of their claims to the undersigned, the Solicitors for the said executor, on or before the 10th day of October, 1936, after which date the executor will proceed to distribute the assets of the deceased to or among the persons entitled thereto, having regard only to the claims of which he shall have had notice; and that he will not be liable for the assets, or any part thereof, so distributed, to any person of whose claims he shall not then have had notice.—Dated this 29th day of July, 1936.

KENDALL, PRICE and FRANCIS, 61, Carey Street, Lincoln's Inn, W.C.2, Solicitors for the Executor. (219)

Re WILLIAM MUNRO TAPP, Deceased.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of the above named deceased, late of Queen Anne's Mansions, St. James Park, and of Abbey House, Baker Street, both in the county of London, LL.D., who died on the 23rd day of January, 1936, and whose Will was proved in the Principal Probate Registry on the 7th day of May, 1936, by John Forbes Cameron and Ernest Powell Weller, the executors therein named, are hereby required to send particulars thereof, in writing, to us, the undersigned, on or before the 1st day of October, 1936, after which date the executors will proceed to distribute the estate of the deceased amongst the persons entitled thereto, having regard only to the claims of which they shall then have had notice.

LEONARD TUBBS and CO., Moorgate Station Chambers, E.C.2, Solicitors for the (118) said Executors.

CHARLES WILLIAM STEVENS, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that creditors and others having claims against the estate of Charles William Stevens, deceased, late of The Star Inn, Vineyards, Bath, Licensed Victualler, who died on the 24th day of November, 1935, intestate, and letters of administration to whose estate were granted by the Principal Probate Registry on the 3rd day of April, 1936, to Harriett Ann Stevens, Wallace William Stevens, Sidney John Stevens and Edgar Frederick Stevens, are required to send particulars thereof, in writing, to me, the undersigned, on or before the 5th day of October, 1936, after which date the administrators will proceed to distribute the assets, having regard only to those claims of which they shall then have had notice.—Dated this 24th day of July, 1936.

FRANCIS GLOVER, 11, Bladud Buildings, (005) Bath, Solicitor for the said Administrators.

Re JOHN TAYLOR, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all persons having any claims against the estate of John Taylor, late of Broomhill, Chesterfield Road, Eastbourne, in the county of Sussex, who died on the 1st day of April, 1936, and whose Will and two Codicils were proved in the Principal Probate Registry of His Majesty's High Court of Justice on the 15th day of July, 1936, by the National Bank of India Limited, of 26, Bishopsgate, in the city of London, and Eliza Mary Taylor, of Broomhill, Chesterfield Road, Eastbourne aforesaid, the Widow of the deceased, two of the executors named in the said Will and Codicils, are required to send particulars thereof, in writing, to us, the undersigned, as Solicitors to the said executors, on or before the 20th day of October, 1936, after which date the executors will proceed to distribute the assets of the deceased amongst the parties entitled thereto, having regard only to the claims of which they shall then have had notice.—Dated this 28th day of July, 1936.

JOHNSON, JECKS and COLCLOUGH, 24, Austin Friars, London, E.C.2, Solicitors to the (197) said Executors.

Re FLORENCE ROSINA BLADON, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any debts, claims or demands against the estate of Florence Rosina Bladon, late of "Hammershott," Angmering, in the county of Sussex (formerly of the Manor House, Magham Down, Hailsham, in the said county), Widow, deceased (who died on the 13th day of June, 1936, and whose Will was proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 23rd day of July, 1936, by the Public Trustee, the executor therein named), are hereby required to

send the particulars, in writing, of their debts, claims or demands to us, the undersigned, the Solicitors for the said executor, on or before the 3rd day of October next, after which date the said executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the debts, claims and demands of which he shall then have had notice; and he will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose debts, claims or demands he shall not then have had notice.—Dated this 25th day of July, 1936.

WOODCOCK RYLAND and PARKER, 15, Bloomsbury Square, London, W.C.1, Solicitors for the said Executor.

SAMUEL EDUARDO LUCHSINGER, Deceased.

Pursuant to Statute 15 Geo. V, c. 19.

NOTICE is hereby given that all persons having any claims against the estate of Samuel Eduardo Luchsinger, late of Claudio Cello 44, Madrid, in Spain, formerly of 16, Calle de Ayala, Madrid aforesaid, deceased, who died on the 23rd day of May, 1935, are hereby required to send particulars, in writing, of their claims to us, the undersigned, on or before the 30th day of September, 1936, after which date the estate will be distributed among the parties entitled thereto, having regard only to the claims of which notice shall then have been received.—Dated 28th day of July, 1936.

LINKLATERS and PAINES, 2, Bond Court, Walbrook, E.C.4, Solicitors to the Administrator.

MARTHA KNIGHT, Deceased.

Pursuant to the Trustee Act, 1925 (Section 27).

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of Martha Knight (Widow), of 54, Deacon Road, Kingston-on-Thames, Surrey, who died on the 15th day of April, 1936, and whose Will was proved in the Principal Probate Registry on the 5th day of June, 1936, by James Richard Knight, of 89, Durlston Road, Kingston-on-Thames, the sole executor therein named, are hereby required to send particulars thereof, in writing, to the undersigned, the Solicitors for the said executor, on or before the 5th October, 1936, after which date the said executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims or demands then notified; and will not be liable for the assets of the deceased, or any part thereof, so distributed, to any persons of whose claims or demands he shall not then have had notice.—Dated this 27th day of July, 1936.

GEORGE C. CARTER and CO., 73-77, Clarence Street, Kingston-on-Thames, and 3, Arundel Street, Strand, London, W.C.2, (112) Solicitors for the said Executor.

Re WALTER HERBERT JACKSON, Deceased.

Pursuant to Section 27 of the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of Walter Herbert Jackson, late of The "British Queen," 208, Trafalgar Road, Greenwich, London, S.E.10, Licensed Victualler, and lately carrying on business as W. J. Radio & Lighting Supplies, at 475, Blackfen Road, Sidcup, in the county of Kent, deceased, who died on the 26th day of November, 1935, and whose Will was proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 13th day of January, 1936, by Edmund George Marlow, of Chatten Court, 35, Wood Waye, Oxhey, in the county of Hertford, Deputy Accountant-General, Ministry of Labour, Walter Charles Marlow, of 86, Firs Lane, Winchmore Hill, London, N.21, Bank Clerk, and Robert Oswald Budds, of 6,

Westdown Road, Catford, London, S.E.6, Estate Agent, the executors therein named, are hereby required to send the particulars, in writing, of their claims or demands to us, the undersigned, the Solicitors for the said executors, on or before the 31st day of October, 1936, after which date the said executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the debts, claims and demands of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose claims or demands they shall not then have had notice.—Dated this 28th day of July, 1936.

SAW and SONS, 181 and 183, Trafalgar Road, Greenwich, London, S.E.10, Solicitors (127) for the said Executors.

BEATRICE ALICE JARDINE, Deceased.

Pursuant to the Trustee Act, 1925, Section 27 (as amended).

NOTICE is hereby given:—1. That all creditors and persons having any claims upon or against the estate of Beatrice Alice Jardine, late of The Hut Hotel, Chandlersford, in the county of Southampton, the Wife of Algernon Sidney Jardine, deceased (who died on the 10th day of June, 1936, and whose Will was proved by the National Provincial Bank Limited, the sole executor therein named, on the 21st day of July, 1936, in the Winchester District Probate Registry), are hereby required to send in particulars of their claims to the undersigned, the Solicitors to the executor, on or before the 10th day of October, 1936. 2. That after that day the said executor will proceed to convey and distribute the assets of the deceased to or among the persons entitled thereto, having regard only to the claims of which the said executor shall then have had notice; and that the said executor will not be liable for the assets, or any part thereof, so conveyed or distributed, to any person of whose claim the said executor shall not then have had notice.—Dated this 28th day of July, 1936.

ENSOR LISBY and FIRTH, 6, Portland Street, Southampton, Solicitors to the said (191) Executor.

Re **KATIE SEAGER THORNE**, otherwise **SYBIL THORNE, Deceased.**

Pursuant to the Trustee Act, 1925.

ALL persons having claims against the estate of Katie Seager Thorne, otherwise Sybil Thorne, late of 60A, Gloucester Place, Marylebone, in the county of Middlesex, Widow, formerly of 146, Cromwell Road, Kensington, in the said county (who died on the 3rd day of June, 1936, and whose Will was proved by Ethel Lilian Roberts and Hylda Frances Monkman, the executrices therein named, on the 20th day of July, 1936, in the Principal Probate Registry), are required to send particulars thereof, in writing, to us, the undersigned, on or before the 5th day of October, 1936, after which date the executrices will proceed to distribute the assets, having regard only to the claims of which they shall then have had notice.—Dated this 28th day of July, 1936.

SAM COOK and GREEN, 197, Edgware Road, London, W.2, Solicitors for the said (114) Executrices.

Re the Settlement made by the Will of **JAMES KNIGHT**, late of "Bay Villa," Fairfield, Kingston-on-Thames, Surrey (who died on the 22nd February, 1897), affecting freehold property in Kingston-on-Thames.

Pursuant to the Trustee Act, 1925 (Section 27).

NOTICE is hereby given that all persons having any claims in respect of any interest in the property subject to the trusts of the above mentioned settlement whereof James Richard Knight and Wilfred Andrew Carmichael Boodle (both care of George C. Carter & Co., 73-77, Clarence Street, Kingston-on-Thames, Solicitors), are the present

trustees for sale, are hereby required to send particulars of their claims to the undersigned, Solicitors for the said trustees, on or before the 5th day of October, 1936, after which date the said trustees will proceed to distribute the trust property amongst the persons entitled thereto, having regard only to the claims then notified; and will not be liable for any part of the trust property so distributed to any persons of whose claim they shall not then have had notice.—Dated this 27th day of July, 1936.

GEORGE C. CARTER and CO., 73-77, Clarence Street, Kingston-on-Thames, and (113) 3, Arundel Street, Strand, London, W.C.2.

EVAN WILLIAM EDWARDS, Deceased.

Pursuant to the Trustee Act, 1925, Section 27 (as amended).

NOTICE is hereby given:—1. That all creditors and persons having any claims upon or against the estate of Evan William Edwards, late of Cwm Deiliog, Fachwen, in the parish of Llandeiniolen, in the county of Caernarvon, Retired Quarryman, deceased, who died intestate on the 2nd day of November, 1935, and to whose estate letters of administration were, on the 6th day of July, 1936, granted to John Hugh Evans, of Vaynol House, Deiniolen, in the said county, Grocer, and Margaret Trevor Jones, of No. 3, Gilbert Terrace, Llanelly, in the county of Carmarthen, Spinster, by the Bangor District Probate Registry, are hereby required to send in particulars of their claims to the undersigned, the Solicitor of the said administrators, on or before the 10th day of October, 1936. 2. That after that day the said administrators will proceed to convey and distribute the assets of the deceased to or among the persons entitled thereto, having regard only to the claims of which the said administrators shall then have had notice; and that they will not be liable for the assets, or any part thereof, so conveyed or distributed, to any person of whose claim they shall not then have had notice.—Dated this 29th day of July, 1936.

W. S. JONES, 25, Market Street, Caernarvon, Solicitor for the Administrators.

SARAH MARIE CHANSON, Deceased.

Pursuant to the Trustee Act, 1925 (as amended).

ALL persons having claims against the estate of Sarah Marie Chanson, late of 33, Boulevard des Batignolles, Paris, France, who died on the 12th day of April, 1936, and whose Will was proved on the 22nd day of July, 1936, are required to send written particulars to the undersigned by the 1st day of October, 1936, after which date the executor will distribute the deceased's estate, having regard only to valid claims then notified.—Dated this 28th day of July, 1936.

BARTLETT and LARGE, 61-2, Chancery Lane, London, W.C.2, Solicitors for the (117) Executor.

EDWIN NOEL BARKER, otherwise EDWIN NOEL LINGEN BARKER, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of Edwin Noel Barker, otherwise Edwin Noel Lingen Barker, late of 75, Albert Hall Mansions, Kensington, in the county of London, formerly of 5, Derby Street, Mayfair, in the county of London, Architect, deceased, who died on the 3rd day of May, 1936, and whose Will and Codicil were proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 4th day of July, 1936, by Charles Nicholas Moysey Stuart and John Salter Stooke-Vaughan, the executors therein named, are hereby required to send the particulars, in writing, of their claims or demands to us, the undersigned, as Solicitors for the said executors, on or before the sixth day of October, 1936, after which date the said executors will proceed to distribute the assets of the said deceased

amongst the persons entitled thereto, having regard only to the debts, claims and demands of which they shall then have had notice; and they will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose claims or demands they shall not then have had notice.—Dated this 27th day of July, 1936.

STOOKE-VAUGHAN and TAYLOR, 12, John Street, Bedford Row, W.C.1, Solicitors for the said Charles Nicholas Moysey Stuart (110) and John Salter Stooke-Vaughan.

Re MINNIE JACKSON, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and persons having any claims or demands against the estate of Mrs. Minnie Jackson, late of 22, Beech Grove, Withington, in the city of Manchester (Married Woman) (deceased) (who died on the 27th day of April, 1936, and to whose estate letters of administration were granted to George Victor Jackson and Minnie Brown on the 17th day of July, 1936, by The Manchester District Registry of the Probate Division of the High Court of Justice), are hereby required to send in the particulars of their claims and demands to the undersigned, their Solicitors, on or before the 1st day of October, 1936; and notice is hereby also given that after that day the said administrators will proceed to distribute the assets of the deceased among the parties entitled thereto, having regard only to the claims of which the said administrators shall then have notice; and that they will not be liable for the assets, or any part thereof, so distributed, to any person of whose debt or claim they shall not then have had notice.—Dated this 24th day of July, 1936.

PERCY H. BARKER and CO., 1, Princess Street, Manchester 2, Solicitors for the (137) Administrators.

Re EDITH GLEIG, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any debts, claims or demands against the estate of Edith Gleig, deceased, late of Sandy Wavs, Runfold, Farnham, in the county of Surrey, Spinster (who died on the 14th day of April, 1936, and whose Will was proved in the Principal Probate Registry of His Majesty's High Court of Justice on the 17th day of July, 1936, by Coutts and Company, the executor therein named), are hereby required to send the particulars, in writing, of their debts, claims or demands to us, the undersigned, the Solicitors for the said executor, on or before the 3rd day of October, 1936, after which date the said executor will proceed to distribute the assets of the said deceased, having regard only to the debts, claims and demands of which notice shall then have been received.—Dated this 29th day of July, 1936.

POTTER, CRUNDWELL and BRIDGE, Farnham, Surrey, Solicitors for the Executor. (237) tor.

ELLEN FRANCES PATTINSON, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of Ellen Frances Pattinson, late of 5, Ashburn Gardens, South Kensington, in the county of London, Spinster, deceased, who died on the 4th day of April, 1936, and whose Will was proved in the Principal Registry of the Probate Division of His Majesty's High Court of Justice on the 16th day of July, 1936, by the Royal Exchange Assurance, of the Royal Exchange, in the city of London, the executor therein named, are hereby required to send the particulars, in writing, of their claims or demands to us, the undersigned, as Solicitors for the said

executor, on or before the first day of October, 1936, after which date the said executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to debts, claims and demands of which it shall then have had notice; and it will not be liable for the assets of the said deceased, or any part thereof, so distributed, to any person or persons of whose claims or demands it shall not then have had notice.—Dated this 27th day of July, 1936.

WARREN MURTON FOSTER and SWAN, 45, Bloomsbury Square, London, W.C.1, Solicitors for the said Executor, Royal (111) Exchange Assurance.

ALFRED ASHBY, Deceased.

Pursuant to the Trustee Act, 1925 (as amended).

NOTICE is hereby given that creditors and others having claims against the estate of Alfred Ashby, late of Heathfield Bromborough, Birkenhead, Gentleman, who died on the 19th day of July, 1936, should give notice thereof, in writing, to us, the undersigned, Solicitors to Martins Bank Limited, the executor of the Will of the said Alfred Ashby, on or before the 2nd day of October, 1936, after which date the said executor will proceed to distribute the assets of the said deceased among the parties entitled thereto, having regard only to the claims of which notice shall then have been received by the said Executor.—Dated this 29th day of July, 1936.

ALSOP STEVENS and COLLINS ROBINSON, 658, India Buildings, Water Street, Liverpool. (241) pool.

WILLIAM URDLEY LEEVES, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having any claims or demands against the estate of William Urdley Leves, late of Crit Hall, Benenden, in the county of Kent (who died on the 3rd day of April, 1936, and letters of administration (with Will annexed) to whose estate were granted by the Principal Probate Registry on the 8th day of May, 1936, to Ada Campbell Vane), are hereby required to send the particulars, in writing, of their claims and demands to the undersigned, the Solicitors for the said administratrix, on or before the 2nd day of October, 1936, after which date the said administratrix will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which they shall then have had notice; and will not be liable for the assets of the deceased, or any part thereof, so distributed, to any persons of whose claims and demands they shall not then have had notice.—Dated 28th day of July, 1936.

MURTON, CLARKE and MURTON-NEALE, Cranbrook, Kent, Solicitors for the said (133) Administratrix.

WILLIAM CRAUFURD, Deceased.

Pursuant to the Trustee Act, 1925 (Section 27).

NOTICE is hereby given that all creditors and other persons having any claims or demands against the estate of William Craufurd, late of "Cardross," 50, Avenue Road, Christchurch, in the county of Hants, who died on the 6th day of June, 1936, and whose Will was proved in the Winchester District Registry of the Probate Division of His Majesty's High Court of Justice on the 22nd day of July, 1936, by Barclays Bank Limited and Patrick Joseph Jeffers, the executors therein named, are hereby required to send particulars thereof, in writing, to the Trustee Department, Barclays Bank Limited, 61, Old Christchurch Road, Bournemouth, or to the undersigned, on or before the 8th day of October, 1936, after which date the executors will proceed to distribute the assets of the said deceased amongst

the persons entitled thereto, having regard only to the claims or demands then notified; and will not be liable for the assets of the deceased, or any part thereof, so distributed, to any persons of whose claims or demands they shall not then have had notice.—Dated this 28th day of July, 1936.

G. H. MILLS, Winchester House, Fir Vale Road, Bournemouth, Solicitor for the said (239) Executors.

THOMAS ARTHUR EDWARDS, Deceased.

NOTICE is hereby given that all persons having claims against the estate of the above deceased, late of 11, Cedars Road, Chiswick, London, W.4 (who died on the 23rd March, 1936), should give written notice thereof to the undersigned, on or before the 10th October, 1936, after which date the executrix intends to distribute the said estate, having regard only to the claims of which notice has then been received by the undersigned.

CURREY and CO., 21, Buckingham Gate, (049) London, S.W.1, Solicitors for the estate.

Re JANE YOUNG, Deceased, late of 2, Sudbury Street, Derby, who died on the 4th December, 1935.

NOTICE is hereby given that creditors and others having claims against the estate of the above named deceased should give notice thereof, in writing, to us, the undersigned, the Solicitors for the executors of the Will of the said deceased, within two months from the date hereof, after which time the executors intend to distribute the estate of the said deceased, having regard only to claims of which notice has then been received by the said Solicitors.—Dated this 31st day of July, 1936.

CLEAVER and SON, 32, Full Street, Derby. (238)

FREDERICK ARTHUR GWYN DEWING, Deceased.

Pursuant to the Trustee Act, 1925.

ALL persons having any claims against the estate of Frederick Arthur Gwyn Dewing, late of 40A, Queens Avenue, Muswell Hill, London, N.10, Retired Insurance Official (who died on the 10th day of May, 1936, and probate of whose Will, with two Codicils thereto, was granted by the Principal Probate Registry on the 28th day of July, 1936, to the Ocean Accident and Guarantee Corporation Limited, the sole executor therein named), are required to send particulars thereof, in writing, to the undersigned, on or before the 3rd day of October, 1936, after which date the executor will proceed to distribute the assets, having regard only to claims of which the executor shall then have had notice.—Dated this 30th day of July, 1936.

J. H. EMMETT, 36-44, Moorgate, London, (064) E.C.2, Solicitor.

Re EDWARD LITTLE, Deceased.

Pursuant to the Trustee Act, 1925.

NOTICE is hereby given that all creditors and others having claims against the estate of Edward Little, late of 51, Oxford Road, Blackpool, in the county of Lancaster, Retired Oyster Merchant, who died on the 20th day of February, 1936, and whose Will was proved in the Principal Probate Registry on the 10th day of July, 1936, by Mary Ann Little, George Little and Edward Bland Little, the executors therein named, are hereby required to send particulars thereof, in writing, to the undersigned Solicitor, on or before the 5th day of October, 1936, after which date the said executor will proceed to distribute the assets of the deceased among the persons entitled thereto, having regard only to the claims of which they shall then have had notice.—Dated 28th day of July, 1936.

HARTLEY BROOKS, 13, Birley Street, (157) Blackpool, Solicitor for the said Executors.

CLARK (or Follin). John Henry Clark (or Follin), late of 22, Bents Cottages, South Shields, Durham, who died at South Shields on 13th April, 1936, a Bachelor and intestate. His Mother is requested to apply to the Treasury Solicitor (B.V.), Storey's Gate, London, S.W.1. (Estate about £50.)

LIST OF INTESTATES WHOSE ESTATES WILL, IN THE ABSENCE OF KIN, BE ADMINISTERED BY THE TREASURY SOLICITOR ON BEHALF OF THE CROWN:—

ELIZABETH EPPS, Widow, late of 33, Limekiln Street, Dover, Kent, who died at Chartham, Kent, on 28th May, 1936. (Estate about £500.)

WALTER THOMAS HAWKES, late of 4, Church Hill, Wednesbury, Staffs, who died there on 26th June, 1936. (Estate about £100.)

Anyone claiming to be of kin to the above named deceased persons should forthwith apply to the TREASURY SOLICITOR (B.V.), Storey's Gate, London, S.W.1.

I, JOHN DANDY, of "Moorhurst," Studley Road, Luton, in the county of Bedford, Ironmonger, a natural born British subject, heretofore called and known by the name of Jack Dandy, hereby give notice that I have renounced and abandoned the first name of Jack and that I have assumed and intend henceforth on all occasions whatsoever and at all times to sign and use and to be called and known by the first name of John in lieu of and in substitution for my former first name of Jack. And I also hereby give notice that such change of first name is formally declared and evidenced by a deed poll under my hand and seal dated the 28th day of July, 1936, duly executed and attested, and that such deed poll was enrolled in the Central Office of the Supreme Court of Judicature on the 29th day of July, 1936.—Dated this 30th day of July, 1936.

(214) JOHN DANDY, formerly Jack Dandy.

I, IVOR MOSS, heretofore called and known by the name of Isaac Moscovitch, a natural born British subject, hereby give public notice that on the 25th day of July, 1936, I formally and absolutely renounced and abandoned the use of my said name of Isaac Moscovitch and assumed and adopted in place thereof the name of Ivor Moss. And further that such change of name is evidenced by a deed poll dated the 25th July, 1936, under my hand and seal, duly executed by me and attested, and enrolled in the Enrolment Department of the Central Office of the Supreme Court of Judicature on the 27th day of July, 1936.—Dated this 28th day of July, 1936.

IVOR MOSS, formerly Isaac Moscovitch. (215)

I, RALPH NEVILLE NEVILLE-JONES, of Audlem Lodge, Broadstone, Dorset, Solicitor and Notary Public, a natural born British subject, heretofore called and known by the name of Ralph Neville Jones, hereby give notice that I have renounced and abandoned the name of Ralph Neville Jones and that I have assumed and intend henceforth on all occasions whatsoever and at all times to sign and use and to be called and known by the name of Ralph Neville Neville-Jones in lieu of and in substitution for my former name of Ralph Neville Jones. And I also hereby give notice that such change of name is formally

declared and evidenced by a deed poll under my hand and seal dated the 29th day of April, one thousand nine hundred and thirty-five, duly executed and attested, and that such deed poll was enrolled in the Central Office of the Supreme Court of Judicature on the 28th day of July, one thousand nine hundred and thirty-six.—Dated this 29th day of July, 1936.

RALPH NEVILLE NEVILLE-JONES,
(138) formerly Ralph Neville Jones.

I, ABRAHAM ARTHUR NEWBURY, of 25, Holywell Avenue, Whitley Bay, in the county of Northumberland, Salesman, a natural born British subject, heretofore called and known by the name of Abraham Arthur Neuenburg, hereby give notice that I have renounced and abandoned the name of Abraham Arthur Neuenburg, and that I have assumed and intend henceforth on all occasions whatsoever and at all times to sign and use and to be called and known by the name of Abraham Arthur Newbury in lieu of and in substitution for my former name of Abraham Arthur Neuenburg. And I also hereby give notice that such change of name is formally declared and evidenced by a deed poll under my hand and seal dated the 22nd day of July, one thousand nine hundred and thirty-six, duly executed and attested, and that such deed poll was enrolled in the Central Office of the Supreme Court of Judicature on the 24th day of July, one thousand nine hundred and thirty-six.—Dated this 29th day of July, 1936.

ABRAHAM ARTHUR NEWBURY, formerly
(139) Abraham Arthur Neuenburg.

NOTICE is hereby given that **JOHN RUSSELL THOMAS RUSSELL** of Ruthin School Ruthin in the county of Denbigh Schoolmaster lately called John Russell Thomas Levi and **MARION AVERIL MAY RUSSELL** of Cornwall House 14 Beauchamp Road Clapham Junction in the county of London lately called Marion Averil May Levi have assumed and intend henceforth upon all occasions and at all times to sign and use and to be called and known by the respective names of John Russell Thomas Russell and Marion Averil May Russell in lieu of and in substitution for their former respective names of John Russell Thomas Levi and Marion Averil May Levi and that such intended change of names is formally declared and evidenced by a deed under their respective hands and seals dated the first day of July 1936 duly executed and attested and enrolled in the Central Office of the Supreme Court of Judicature on the third day of July, 1936.—Dated this 24th day of July, 1936.

A. RUSSELL THOMAS and CO., 38, Queen Street, Neath, Solicitors for the said John Russell Thomas Russell and Marion Averil
(054) May Russell.

I, ALFRED STANLEY MARSDIN LEIGH, of 14, Rye Hill Park, in the county of London, Schoolmaster, a natural born British subject, heretofore called and known by the name of Alfred Stanley Marsdin Leatherbarrow, hereby give notice that I have renounced and abandoned the name of Alfred Stanley Marsdin Leatherbarrow, and that I have assumed and intend henceforth on all occasions whatsoever and at all times to sign and use and to be called and known by the name of Alfred Stanley Marsdin Leigh, in lieu of and in substitution for my former name of Alfred Stanley Marsdin Leatherbarrow; and I also hereby give notice that such change of name is formally declared and evidenced by a deed poll under my hand and seal dated the twentieth day of June, one thousand nine hundred and thirty-six, duly executed and attested, and that such deed poll was enrolled in the Central Office of the Supreme Court of Judicature on the eighteenth day of July, one thousand nine hundred and thirty-six.—Dated this twenty-third day of July, 1936.

A. S. M. LEIGH, formerly A. S. M.
(059) Leatherbarrow.

I, WILFRED THORNTON, of the Thirty-first Company of His Majesty's R.A.S.C., stationed at Abbassia, Cairo, Egypt, Lance Corporal, heretofore called and known by the name of Wilfred Longbottom, hereby give notice that on the fourth day of July, one thousand nine hundred and thirty-six, I renounced and abandoned the use of my said surname of Longbottom and assumed in lieu thereof the surname of Thornton; and further that such change of name is evidenced by a deed dated the fourth day of July, one thousand nine hundred and thirty-six, duly executed by me and attested, and enrolled in the Enrolment Department of the Central Office of the Royal Courts of Justice on the 29th day of July, one thousand nine hundred and thirty-six.—Dated the 30th day of July, one thousand nine hundred and thirty-six.

WILFRED THORNTON, formerly Wilfred
(222) Longbottom.

I, BERNARD SUTTON, of 87, Harvard Court, Honeybourne Road, Hampstead, in the county of London, Solicitor, heretofore called and known by the name of Bernard Susman, hereby give notice that on the 22nd day of July, 1936, I renounced and abandoned the use of my said surname of Susman, and assumed in lieu thereof the surname of Sutton. And further that such change of name is evidenced by a deed dated 22nd July, 1936, duly executed by me and attested, and enrolled in the Enrolment Department of the Central Office of the Royal Courts of Justice on the 30th day of July, 1936.—Dated the 30th day of July, 1936.

BERNARD SUTTON, late Bernard Susman.
(077)

JANE WALTHERW, Deceased.

PURSUANT to an Order of the Court of Chancery of the County Palatine of Lancaster, dated the 22nd day of April, 1929, and made in an Action in the Matter of the estate of Jane Walthew, deceased (late of Granville Park, Aughton, in the county of Lancaster, Widow, who died on the 18th day of July, 1917), Thirkell against Lohseide 1929 Letter W. No. 3750, whereby the following enquiries were directed to be made namely:—

1. An enquiry who upon the death of the said intestate became beneficially entitled to any real estate of her as to which she died intestate, and, if more than one, for what estates or interests, and whether any such persons are since dead, and if so, who by devise, descent or otherwise have become entitled to the real estate to which such persons shall become entitled.

2. An enquiry who upon the death of the said intestate became beneficially entitled to any personal estate of her as to which she died intestate, and if more than one, for what estates or interests, and whether any such persons are since dead, and if so, who are their legal personal representatives.

Notice is hereby given that all persons claiming to be entitled under the said enquiries are, on or before the 12th day of October, 1936, to come in and prove their claims at the Chambers of the Registrar of the Liverpool District of the said Court situate at 9, Cook Street, in the city of Liverpool, and to enter their names and particulars of their claims in a book kept for that purpose at the said Chambers, or in default thereof they will be excluded from the benefit of the said Order. Claimants are to attend personally or by their Solicitor at the said Chambers on Monday, the 19th day of October, 1936, at 11 o'clock in the forenoon, being the time appointed for adjudicating upon the claims.

A claimant not residing in England or Wales must send with particulars of his or her claim the name and address of a person in England or Wales to whom notices to the claimant can be sent.

Dated this 28th day of July, 1936.

R. W. LOWDEN, Registrar.

J. F. READ and BROWN, 77A, Lord Street, Liverpool, Plaintiffs' Solicitors; Agents for **DICKINSON, WATSONS and PARKER**,
(242) Ormskirk.

HAROLD COLLMAN EDMONDSON, Deceased.

PURSUANT to an Order of the Chancery Division of the High Court of Justice, dated the 25th day of June, 1936, and made in an Action in the Matter of the estate of Harold Collman Edmondson, deceased, Mossman & Another v. Walton & Another 1936 E. No. 369, the creditors of Harold Collman Edmondson, late of 26, Mount Street, Grosvenor Square, Westminster, in the county of London, and of The Oriental Club, Hanover Square, Westminster aforesaid, who died on the 30th day of September, 1935, are, on or before the 30th day of September, 1936, to send by post prepaid to Herbert Henry Bishop Walton, of 15, John Street, Bedford Row, London, W.C.1, their full Christian and surnames, addresses and descriptions, the full particulars of their claims, a statement of their accounts and the nature of the securities (if any) held by them, or in default thereof they will be excluded from the benefit of the said Order, unless the Court or Judge on application otherwise orders. Every claimant holding any security is to produce the same before Master Holland, at the Chambers of the Judge, Room No. 173, Royal Courts of Justice, Strand, London, on Thursday, the 22nd day of October, 1936, at 12 o'clock noon, being the time appointed for adjudicating upon the claims.

A claimant not residing in England or Wales must send with particulars of his claim the name and address of a person in England or Wales to whom notices to the claimant can be sent.

Dated this 28th day of July, 1936.

RAVENS CROFT, WOODWARD and CO.,
15, John Street, Bedford Row, W.C.1,
(135) Solicitors for the Defendants.

ELIZABETH FRANCES ACTON, Deceased.

PURSUANT to an Order of the Chancery Division of the High Court of Justice dated the 23rd day of February, 1931, and made in an action in the Matter of the Estate of Elizabeth Frances Acton, Widow, deceased (late of Summerfield, Torquay, in the county of Devon), Acton against Hemsley, 1929 A. No. 339, whereby the following enquiry was directed, viz.:—"An enquiry what person or persons upon the death of the above named testatrix, Elizabeth Frances Acton, who died on the 8th June, 1923, became beneficially entitled to any property of hers as to which she died intestate, and for what estates and interests and in what shares and proportions, and whether any such persons are since dead, and if they died entitled to any vested share or interest, who are their legal personal representatives."

Notice is hereby given that all persons claiming to be entitled under the said enquiry are, on or before the 28th day of September, 1936, to send by post prepaid to James Herbert Marks, Esquire, of 16, Bedford Row, London, W.C.1, England, Solicitor, their full Christian and surnames, addresses and descriptions, and full particulars of their claims, or in default thereof they will be excluded from the benefit of the said Order unless the Court or Judge on application otherwise orders. Thursday, the 22nd day of October, 1936, at 2.30 o'clock in the afternoon, is the time appointed for adjudicating upon the claims before Master Holloway, at the Chambers of the Judge, Room No. 231, Royal Courts of Justice, Strand, London.

A claimant not residing in England or Wales must send with particulars of his claim the name and address of a person in England or Wales to whom notices to the claimant can be sent.

Dated this 28th day of July, 1936.

L. C. HOLLOWAY, Master.

WINTER and CO., 16, Bedford Row, London, W.C.1, Solicitors for the Plaintiffs.

NOTE.—The above named Elizabeth Frances Acton was the Widow of Colonel William Molesworth Cole Acton, and she was the only Child of Frederick Adolphus Robinson and Eliza, his Wife, formerly Eliza Johnson. Eliza Robinson is believed to have married secondly in 1851 a Mr. J. Woodward. The testatrix is believed to have left several first Cousins.

(220)

GEORGE STEPHENSON, Deceased.

PURSUANT to an Order of the Chancery Division of the High Court of Justice dated the 12th day of November, 1930, and made in an action in the Matter of the Estate of George Stephenson, deceased (who died on the 13th day of August, 1923), Frederic Lloyd against Albert Edward Fullelove and Others, 1929 S. 3392, whereby the following enquiry was directed, viz.:—"An enquiry who, upon the death of the testator, became beneficially entitled to any property of his as to which he died intestate, and for what estates and interests and in what shares and proportions, and whether any such persons are since dead, and if any died entitled to any vested share or interest, who are their legal personal representatives."

Notice is hereby given that all persons claiming to be entitled under the said enquiry are, on or before the 11th day of September, 1936, to send by post prepaid to Hugh Rendell, of Church Rendell Bird & Co., Solicitors, of 9, Bedford Row, London, W.C.1, their full Christian and surnames, addresses and descriptions, and full particulars of their claims, or in default thereof they will be excluded from the benefit of the said Order unless the Court or Judge on application otherwise orders. Friday, the 25th day of September, 1936, at 12.30 o'clock in the afternoon, is the time appointed for adjudicating upon the claims before Master Chandler, at the Chambers of the Judge, Room No. 246, Royal Courts of Justice, Strand, London.

A claimant not residing in England or Wales must send with particulars of his claim the name and address of a person in England or Wales to whom notices to the claimant can be sent.

Dated this 16th day of July, 1936.

PRETOR W. CHANDLER, Master.

NOTE.—The above named George Stephenson was a Son of the late William Stephenson and Phoebe, his Wife (formerly Frith), and lived for many years at Chapelton, in the county of York, and had a number of Aunts and Uncles, amongst whom were Mary Stephenson, a paternal Aunt, born at Fiskerton, in the county of Lincoln, and John Frith, Moses Frith, Sarah Frith, Jane Frith and Rebecca Frith, maternal Uncles and Aunts, all born at Washingborough, in the county of Lincoln.

CHURCH RENDELL BIRD and CO., 9,
Bedford Row, London, W.C.1; Agents for

SMITH MENNEER and CO., 12-14, St.
(121) James Street, Sheffield, Plaintiff's Solicitors.

In the High Court of Justice.—Chancery Division.

Mr. Justice Bennett.

No. 00454 of 1936.

In the Matter of STANHOPE GENERAL INVESTMENT COMPANY Limited, and in the Matter of HITCHINGS Limited, and in the Matter of the Companies Act, 1929.

NOTICE is hereby given that an Originating Summons was, on the 20th day of July, 1936, issued out of His Majesty's High Court of Justice upon the application of the above named Stanhope General Investment Company Limited, whose registered office is situate at 9, Stanhope Terrace, Hyde Park, London, W.2 (hereinafter called the Transferee Company) for an Order pursuant to section 154 (1) of the above mentioned Act, that all the property, rights and powers of the above named Hitchings Limited (hereinafter called the Transferor Company) together with the benefits of all contracts and agreements and all securities for the same (but excepting a sum of cash sufficient to pay to the holders of Ordinary shares in the Company a dividend of ten per cent. (less income tax) on the capital paid up thereon) be transferred without further act or deed to the Transferee Company, and that all liabilities and duties of the Transferor Company be transferred to and become liabilities and duties of the Transferee Company that all proceedings now pending by or against the Transferor Company be continued by or against the Transferee Company and for the

dissolution of the Transferor Company as in the said section provided.

And notice is further given that the said Originating Summons is directed to be heard before Mr. Registrar Stiebel in Room No. 48, Bankruptcy Buildings, Carey Street, London, on Friday, the 14th day of August, 1936, at 2.15 o'clock in the afternoon. Any person interested in the assets or liabilities of the said Transferor Company whether as a creditor or otherwise affected by the said proposed Transfer of the Transferor Company's assets and liabilities desirous of being heard on the said Application should appear at the time of hearing, in person or by Solicitor or Counsel, for the purpose. The terms of the said Application can in the meantime be inspected at the offices of the undersigned on any week day during usual business hours, or a copy of the said Originating Summons will be furnished to any such person requiring the same by the undersigned on payment of the regulated charge for the same.

Dated this 31st day of July, 1936.

COOPER BAKE FETTES ROCHE and
WADE, 6 and 7, Portman Street, London,
W.1, Solicitors for the above named Companies.
(249)

In the Matter of a Deed of Assignment for the benefit of creditors, executed the 25th day of March, 1936, by RONALD EASTWOOD, of the Elephant and Castle Public House, 464, Harrow Road, London, W.9, Licensed Victualler.

NOTICE is hereby given that all creditors of the above named debtor, who have not already sent in their claims, are required, on or before the 14th day of August, 1936, to send in their names and addresses, with particulars of their debts and claims to me, Charles Berisford Sebire, F.C.A., Chartered Accountant, 400-404, Moorgate Station Chambers, London, E.C.2, the Trustee under the said deed, or in default thereof they will be excluded from the benefit of the first dividend proposed to be declared.—Dated this 24th day of July, 1936.

(004)

C. B. SEBIRE, Trustee.

In the Matter of a Deed of Assignment for the benefit of creditors, executed on the 13th day of January, 1936, by JAMES EDWARD TERRY, who carried on business as "Terry's Shopfitting Company," at 75, Woodhouse Lane, Leeds, Shopfitter.

CREDITORS of the above named debtor, who have not already sent in their claims, are required, on or before the 17th day of August, 1936, to send in particulars of their claims to

Frank Harrison, of 10, Park Square, Leeds, Incorporated Accountant, the Trustee under the said deed, or in default thereof they will be excluded from the benefit of the first and final dividend proposed to be declared.—Dated this 27th day of July, 1936.

BROADBENT and OULD, 2, Basinghall (216) Square, Leeds 1, Solicitors for the Trustee.

THE estates of DAVID McGEACHIE LAPRAIK (trading as Lapraik & Sons, at 21, Crawford Road, Burnside, Rutherglen), and residing at the said address, were sequestrated on 28th July, 1936, by the Sheriff of Lanarkshire, at Glasgow.

The first deliverance is dated the 28th day of July, 1936.

The Meeting to elect the Trustee and Commissioners is to be held at 12 o'clock noon on Monday, the 10th day of August, 1936, within the Faculty Hall, St. George's Place, Glasgow. A composition may be offered at this Meeting, and to entitle creditors to the first dividend their oaths and grounds of debt must be lodged on or before the 28th day of November, 1936.

All future advertisements relating to this sequestration will be published in the Edinburgh Gazette alone.

ALEXANDER M'GILLIVRAY, Agent, Solicitor, 79, West Regent Street, Glasgow.

The Bankruptcy Acts, 1914 and 1926.

In the County Court of Hampshire, holden at Bournemouth.—In Bankruptcy.

No. 12 of 1928.

LAW, Albert, and LAW, Helena Gertrude (described in the Receiving Order as Nellie Law, his Wife), both of 806, Christchurch Road, Boscombe, Hants, trading as The Southbourne Carriage Company (a firm), Cycle and Perambulator Dealers.

NOTICE is hereby given that there being in the hand of the Trustee in the above bankruptcy a surplus estimated at £144 4s. 8d. arising from the separate estate of Helena Gertrude Law, one of the bankrupts, and there being no separate creditors of such bankrupt, it is the intention of the Official Receiver, at the expiration of 14 days, from the appearance of this Notice in the Gazette, to transfer such surplus to the credit of the joint estate in the said bankruptcy.—Dated this 28th day of July, 1936.

A. L. MEDCALFE, 10, Rockstone Place, Southampton, Official Receiver and Trustee.

THE BANKRUPTCY ACTS, 1914 AND 1926.

RECEIVING ORDERS.

- No. 1,923. EVENS, Lawrence George, Haslemere, South Eden Park Road, Beckenham, Kent, EXPORT and IMPORT AGENT, carrying on business at 58 and 59, Chiswell Street, London, E.C.
Court—HIGH COURT OF JUSTICE.
Date of Filing Petition—July 27, 1936.
No. of Matter—578 of 1936.
Date of Receiving Order—July 27, 1936.
No. of Receiving Order—344.
Whether Debtor's or Creditor's Petition—Debtor's.
- No. 1,924. GAFNEY, Leslie, Wireman, residing and lately carrying on business at 56, Copenhagen Street, London, N.1, as an INSURANCE AGENT.
Court—HIGH COURT OF JUSTICE.
Date of Filing Petition—July 29, 1936.
No. of Matter—584 of 1936.
Date of Receiving Order—July 29, 1936.
No. of Receiving Order—351.
Whether Debtor's or Creditor's Petition—Debtor's.
- No. 1,925. HARRIS, E. (Male), 85, Templars Avenue, Golders Green, London, N.W. Occupation unknown.
Court—HIGH COURT OF JUSTICE.
Date of Filing Petition—June 30, 1936.
No. of Matter—514 of 1936.
Date of Receiving Order—July 28, 1936.
No. of Receiving Order—347.
Whether Debtor's or Creditor's Petition—Creditor's.
Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.
- No. 1,926. HUXTABLE, M. E. (Widow), 3, Hertford Court, Carrington Street, London, W.1.
Court—HIGH COURT OF JUSTICE.
Date of Filing Petition—June 24, 1936.
No. of Matter—493 of 1936.
Date of Receiving Order—July 28, 1936.
No. of Receiving Order—346.
Whether Debtor's or Creditor's Petition—Creditor's.
Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.
- No. 1,927. LEVY, Sidney Solomon (sued as S. Levy (Male)), carrying on business at 20, Leather Lane, London, E.C. CHEMISTS' SUNDRIESMAN.
Court—HIGH COURT OF JUSTICE.
Date of Filing Petition—July 6, 1936.
No. of Matter—527 of 1936.
Date of Receiving Order—July 29, 1936.
No. of Receiving Order—349.
Whether Debtor's or Creditor's Petition—Creditor's.
Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.
- No. 1,928. NEAL, J. Wicking, 143, Cannon Street, London, E.C. SOLICITOR.
Court—HIGH COURT OF JUSTICE.
Date of Filing Petition—May 7, 1936.
No. of Matter—360 of 1936.
Date of Receiving Order—July 29, 1936.
No. of Receiving Order—350.
Whether Debtor's or Creditor's Petition—Creditor's.
Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.
- No. 1,929. TOPLLEY, Charles Wilfred, of Leicester Road, Luton, Bedfordshire, lately residing and carrying on business at 165, Elgin Terrace, Maida Vale, London, W.9. MOTOR ENGINEER.
Court—HIGH COURT OF JUSTICE.
Date of Filing Petition—July 29, 1936.
No. of Matter—586 of 1936.
Date of Receiving Order—July 29, 1936.
No. of Receiving Order—352.
Whether Debtor's or Creditor's Petition—Debtor's.
- No. 1,930. FURNESS, Richard, "Gower Hey," King George Road, Hyde, in the county of Chester, and carrying on business at 12, Manchester Road, Hyde aforesaid. RAILWAY and STEAMBOAT AGENT.
Court—ASHTON-UNDER-LYNE and STALY-BRIDGE.
Date of Filing Petition—July 14, 1936.
No. of Matter—7 of 1936.
Date of Receiving Order—July 27, 1936.
No. of Receiving Order—7.
Whether Debtor's or Creditor's Petition—Creditor's.
Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.
- No. 1,931. TIBBETTS, Lewis, 69, Sheep Street, Northampton, POULTRY FARMER, lately residing and carrying on business at Manor Farm, Akeley, in the county of Buckingham.
Court—BANBURY.
Date of Filing Petition—July 28, 1936.
No. of Matter—3 of 1936.
Date of Receiving Order—July 28, 1936.
No. of Receiving Order—1.
Whether Debtor's or Creditor's Petition—Debtor's.
- No. 1,932. CARDWELL, James Richard, 14, Stanley Avenue, Poulton-le-Fylde, in the county of Lancaster, and lately carrying on business at 14, Stanley Avenue, Poulton-le-Fylde aforesaid, and at Wyre Grove, Blackpool, in the said county of Lancaster. CONTRACTOR.
Court—BLACKPOOL.
Date of Filing Petition—July 6, 1936.
No. of Matter—6 of 1936.
Date of Receiving Order—July 27, 1936.
No. of Receiving Order—6.
Whether Debtor's or Creditor's Petition—Creditor's.
Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.
- No. 1,933. SINGLETON, William Smith, 2, Lonsdale Place, Lancaster, in the county of Lancaster, Fish Salesman, lately residing at 40, Leyes Road, Blackpool, in the said county of Lancaster, and carrying on business at 120, Church Street and St. John's Market, Blackpool aforesaid, as a FRUITERER and FLORIST.
Court—BLACKPOOL.
Date of Filing Petition—July 27, 1936.
No. of Matter—8 of 1936.
Date of Receiving Order—July 27, 1936.
No. of Receiving Order—7.
Whether Debtor's or Creditor's Petition—Debtor's.
- No. 1,934. PRATTEN, George Harold, 22, Wimborne Road, Bournemouth, previously residing at 70, Namu Road, Winton, Bournemouth, and formerly residing at 67, St. Luke's Road, Bournemouth, in the county of Hants. POST OFFICE ELECTRICAL ENGINEER.
Court—BOURNEMOUTH.
Date of Filing Petition—July 27, 1936.
No. of Matter—30 of 1936.
Date of Receiving Order—July 27, 1936.
No. of Receiving Order—28.
Whether Debtor's or Creditor's Petition—Debtor's.

No. 1,935. MILLER, Albert, now residing at 17, Verrier Road, Redfield, in the city and county of Bristol, and formerly residing and carrying on business at 104-6, Church Road, Redfield, in the city and county of Bristol. MILK RETAILER.

Court—BRISTOL.

Date of Filing Petition—July 6, 1936.

No. of Matter—18 of 1936.

Date of Receiving Order—July 28, 1936.

No. of Receiving Order—18.

Whether Debtor's or Creditor's Petition—Creditor's.

Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.

No. 1,936. KETLEY, Herbert Trigger, Mill House Farm Dairy, Purleigh, Essex, lately residing at 42, Rectory Lane, Chelmsford, Essex. MILK ROUNDSMAN and FARM WORKER.

Court—CHELMSFORD.

Date of Filing Petition—July 27, 1936.

No. of Matter—39 of 1936.

Date of Receiving Order—July 27, 1936.

No. of Receiving Order—30.

Whether Debtor's or Creditor's Petition—Debtor's.

No. 1,937. KETLEY, William Geoffrey, Mill House Farm Dairy, Purleigh, Essex, and lately residing at 42, Rectory Lane, Chelmsford, Essex. MILK ROUNDSMAN and FARM WORKER.

Court—CHELMSFORD.

Date of Filing Petition—July 27, 1936.

No. of Matter—38 of 1936.

Date of Receiving Order—July 27, 1936.

No. of Receiving Order—29.

Whether Debtor's or Creditor's Petition—Debtor's.

No. 1,938. CASTLE, Philip, Pickets Farmhouse, Salfords, near Redhill, Surrey. RETIRED COMPANY DIRECTOR.

Court—CROYDON.

Date of Filing Petition—June 16, 1936.

No. of Matter—62 of 1936.

Date of Receiving Order—July 27, 1936.

No. of Receiving Order—63.

Whether Debtor's or Creditor's Petition—Creditor's.

Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.

No. 1,939. SYDES, Geoffrey William, 25, Kingslyn Crescent, Upper Norwood, S.E.19, lately residing at 279, Church Road, Upper Norwood, S.E.19. BANK OFFICIAL.

Court—CROYDON.

Date of Filing Petition—July 28, 1936.

No. of Matter—77 of 1936.

Date of Receiving Order—July 28, 1936.

No. of Receiving Order—64.

Whether Debtor's or Creditor's Petition—Debtor's.

No. 1,940. ALFORD, Fred, Park Farm, Musbury, in the county of Devon. FARMER.

Court—EXETER.

Date of Filing Petition—July 29, 1936.

No. of Matter—15 of 1936.

Date of Receiving Order—July 29, 1936.

No. of Receiving Order—14.

Whether Debtor's or Creditor's Petition—Debtor's.

No. 1,941. BRADBROOK, Robert Gant, trading as R. G. BRADBROOK & CO., 1, Pitfold Close, Lee, in the county of Kent, BUTCHER, and lately carrying on business at 408, Central Meat Market, in the city of London, 14, Newmarket Green, Eltham, and 252, High Road, Lee, in the county of Kent.

Court—GREENWICH.

Date of Filing Petition—July 15, 1936.

No. of Matter—17 of 1936.

Date of Receiving Order—July 28, 1936.

No. of Receiving Order—17.

Whether Debtor's or Creditor's Petition—Creditor's.

Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.

No. 1,942. DEAVILLE, John, residing and carrying on business at 67, Anchor Road, Longton, in the county of Stafford. GROCER and GREENGROCER.

Court—HANLEY and STOKE-UPON-TRENT.

Date of Filing Petition—July 27, 1936.

No. of Matter—12 of 1936.

Date of Receiving Order—July 27, 1936.

No. of Receiving Order—11.

Whether Debtor's or Creditor's Petition—Debtor's.

No. 1,943. CRAVEN, Frank, residing at The Olde House, Rearsby, in the county of Leicester, late COMPANY DIRECTOR.

Court—LEICESTER.

Date of Filing Petition—July 27, 1936.

No. of Matter—34 of 1936.

Date of Receiving Order—July 27, 1936.

No. of Receiving Order—30.

Whether Debtor's or Creditor's Petition—Debtor's.

No. 1,944. KENNARD, Oliver, 17, Holmfild Road, in the city of Leicester. CHARTERED QUANTITY SURVEYOR.

Court—LEICESTER.

Date of Filing Petition—July 10, 1936.

No. of Matter—30 of 1936.

Date of Receiving Order—July 27, 1936.

No. of Receiving Order—29.

Whether Debtor's or Creditor's Petition—Creditor's.

Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (H.), Bankruptcy Act, 1914.

No. 1,945. SHARP, Robert George, formerly residing at 35, Cooper Road, Grimsby, Labourer, and now of Rookery, Nettleburn, both in the county of Lincoln. RAILWAY EMPLOYER.

Court—LINCOLN and HORNCASTLE.

Date of Filing Petition—July 27, 1936.

No. of Matter—24 of 1936.

Date of Receiving Order—July 27, 1936.

No. of Receiving Order—22.

Whether Debtor's or Creditor's Petition—Debtor's.

No. 1,946. GLENCROSS, Albert John, residing and carrying on business at 3-4, Pontmorlais, in the town and county borough of Merthyr Tydfil. OUTFITTER.

Court—MERTHYR TYDFIL.

Date of Filing Petition—July 27, 1936.

No. of Matter—5 of 1936.

Date of Receiving Order—July 27, 1936.

No. of Receiving Order—5.

Whether Debtor's or Creditor's Petition—Debtor's.

No. 1,947. WINDLE, George Harry, residing at 4, Brackley Street, Oldham, in the county of Lancaster. CARDER in Cotton Mill.

Court—OLDHAM.

Date of Filing Petition—July 28, 1936.

No. of Matter—8 of 1936.

Date of Receiving Order—July 28, 1936.

No. of Receiving Order—8.

Whether Debtor's or Creditor's Petition—Debtor's.

- No. 1,948. JOHNSON, Frank Alwyn, 165, Methuen Road, Southsea, in the county of Hants, lately trading as ISLE OF WIGHT DIRECT SUPPLY CO., at 36a, Union Lane, Ryde, Isle of Wight, and at Wilton Place, Marmion Road, Southsea aforesaid. MINERAL WATER MANUFACTURER and WHOLESALE CONFECTIONER.
Court—PORTSMOUTH.
Date of Filing Petition—June 30, 1936.
No. of Matter—21 of 1936.
Date of Receiving Order—July 27, 1936.
No. of Receiving Order—21.
Whether Debtor's or Creditor's Petition—Creditor's.
Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.
- No. 1,949. MORRISON, Maclaren, the Honourable Mrs. (Married Woman), of Whiteknights Park, Reading, Berks. Of no occupation.
Court—READING.
Date of Filing Petition—July 7, 1936.
No. of Matter—8 of 1936.
Date of Receiving Order—July 27, 1936.
No. of Receiving Order—9.
Whether Debtor's or Creditor's Petition—Creditor's.
Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.
- No. 1,950. MORRIS, David, 24, Park Drive, Whalley Range, Manchester 16. REVUE COMEDIAN.
Court—SALFORD.
Date of Filing Petition—July 27, 1936.
No. of Matter—27 of 1936.
Date of Receiving Order—July 27, 1936.
No. of Receiving Order—28.
Whether Debtor's or Creditor's Petition—Debtor's.
- No. 1,951. SELLARS, John James, 23, Rupert Road, Sheffield, in the county of York. MOTOR DRIVER.
Court—SHEFFIELD.
Date of Filing Petition—July 27, 1936.
No. of Matter—55 of 1936.
Date of Receiving Order—July 27, 1936.
No. of Receiving Order—53.
Whether Debtor's or Creditor's Petition—Debtor's.
- No. 1,952. BRADLEY, Percy Taylor, "Northwood," St. Leonards Avenue, Stafford, in the county of Stafford, and carrying on business at 1, The Arcade, Stafford aforesaid, and at 10, Church Lane, Stafford aforesaid. RADIO ENGINEER.
Court—STAFFORD.
Date of Filing Petition—July 27, 1936.
No. of Matter—4 of 1936.
Date of Receiving Order—July 27, 1936.
No. of Receiving Order—4.
Whether Debtor's or Creditor's Petition—Debtor's.
- No. 1,953. WRIGHT, Ernest, residing at 97, Turncroft Lane, Stockport, in the county of Chester, and carrying on business at 80, Wellington Road South, Stockport aforesaid. ESTATE AGENT.
Court—STOCKPORT.
Date of Filing Petition—July 28, 1936.
No. of Matter—14 of 1936.
Date of Receiving Order—July 28, 1936.
No. of Receiving Order—13.
Whether Debtor's or Creditor's Petition—Debtor's.
- No. 1,954. ARCHER, Alfred Herbert, Belmont Farm, Wroughton, Swindon, Wilts. MILK RETAILER.
Court—SWINDON.
Date of Filing Petition—July 7, 1936.
No. of Matter—7 of 1936.
Date of Receiving Order—July 29, 1936.
No. of Receiving Order—8.
Whether Debtor's or Creditor's Petition—Creditor's.
Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.
- No. 1,955. ARCHER, Thomas Richard Smith, Flaxlands Farm, Lydiard Tregoze, Swindon, Wilts. MILK RETAILER.
Court—SWINDON.
Date of Filing Petition—July 7, 1936.
No. of Matter—6 of 1936.
Date of Receiving Order—July 29, 1936.
No. of Receiving Order—7.
Whether Debtor's or Creditor's Petition—Creditor's.
Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (G.), Bankruptcy Act, 1914.
- No. 1,956. PURSER, George Horwood, of Glebe Avenue, South Ruislip, Middlesex. PIG DEALER.
Court—WINDSOR.
Date of Filing Petition—June 26, 1936.
No. of Matter—24 of 1936.
Date of Receiving Order—July 27, 1936.
No. of Receiving Order—21.
Whether Debtor's or Creditor's Petition—Creditor's.
Act of Bankruptcy proved in Creditor's Petition—Section 1-1 (H.), Bankruptcy Act, 1914.

ADMINISTRATION ORDER IN THE CASE OF DECEASED DEBTOR.

PRITCHETT, Edward William (deceased), 109, Northwood Road, Thornton Heath, Surrey. BUILDER and DECORATOR.
Date of Death—Jan. 9, 1936.
Court—CROYDON.
No. of Matter—78 of 1936.
Date of Order—July 28, 1936.
Date of Filing Petition or of Transfer—July 28, 1936.
Whether Will or other Testamentary Disposition (with date thereof) or Letters of Administration—Letters of Administration.
Date when Proved or Granted—July 2, 1936.

FIRST MEETINGS AND PUBLIC EXAMINATIONS.

EVENS, Lawrence George, Haslemere, South Eden Park Road, Beckenham, Kent, EXPORT and IMPORT AGENT, carrying on business at 58 and 59, Chiswell Street, London, E.C.
Court—HIGH COURT OF JUSTICE.
No. of Matter—578 of 1936.
Date of First Meeting—Aug. 12, 1936. 11 a.m.
Place—Bankruptcy Buildings, Carey Street, London, W.C.2.
Date of Public Examination—Oct. 21, 1936. 11 a.m.
Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

GAFNEY, Leslie, Wireman, residing and lately carrying on business at 56, Copenhagen Street, London, N.1, as an INSURANCE AGENT.
Court—HIGH COURT OF JUSTICE.
No. of Matter—584 of 1936.
Date of First Meeting—Aug. 11, 1936. 12 noon.
Place—Bankruptcy Buildings, Carey Street, London, W.C.2.
Date of Public Examination—Nov. 5, 1936. 11 a.m.
Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

HARRIS, E. (Male), 85, Templars Avenue, Golders Green, London, N.W. Occupation unknown.

Court—HIGH COURT OF JUSTICE.

No. of Matter—514 of 1936.

Date of First Meeting—Aug. 11, 1936. 11 a.m.

Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

Date of Public Examination—Oct. 29, 1936. 11 a.m.

Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

HUXTABLE, M. E. (Widow), 3, Hertford Court, Carrington Street, London, W.1.

Court—HIGH COURT OF JUSTICE.

No. of Matter—493 of 1936.

Date of First Meeting—Aug. 11, 1936. 11.30 a.m.

Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

Date of Public Examination—Oct. 22, 1936. 11 a.m.

Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

LEVY, Sidney Solomon (sued as **S. Levy (Male)**), carrying on business at 20, Leather Lane, London, E.C. **CHEMISTS' SUNDRIES-MAN.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—527 of 1936.

Date of First Meeting—Aug. 12, 1936. 11 a.m.

Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

Date of Public Examination—Oct. 23, 1936. 11 a.m.

Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

NEAL, J. Wicking, 143, Cannon Street, London, E.C. **SOLICITOR.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—360 of 1936.

Date of First Meeting—Aug. 12, 1936. 12 noon.

Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

Date of Public Examination—Sept. 29, 1936. 11 a.m.

Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

TOPLEY, Charles Wilfred, of Leicester Road, Luton, Bedfordshire, lately residing and carrying on business at 165, Elgin Terrace, Maida Vale, London, W.9. **MOTOR ENGINEER.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—586 of 1936.

Date of First Meeting—Aug. 11, 1936. 11 a.m.

Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

Date of Public Examination—Oct. 20, 1936. 11 a.m.

Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

FURNESS, Richard, "Gower Hey," King George Road, Hyde, in the county of Chester, and carrying on business at 12, Manchester Road, Hyde aforesaid. **RAILWAY and STEAM-BOAT AGENT.**

Court—ASHTON-UNDER-LYNE and STALY-BRIDGE.

No. of Matter—7 of 1936.

Date of First Meeting—Aug. 11, 1936. 2.30 p.m.

Place—The Official Receiver's Offices, 22, Byrom Street, Manchester 3.

Date of Public Examination—Sept. 28, 1936. 2 p.m.

Place—The Town Hall, Ashton-under-Lyne.

BAILEY, Alec James, residing and carrying on business at Swallow Lane, Stoke Mandeville, near Aylesbury, in the county of Buckingham. **WHOLESALE and RETAIL CONFECTIONER.**

Court—AYLESBURY.

No. of Matter—8 of 1936.

Date of First Meeting—Aug. 10, 1936. 11.30 a.m.

Place—29, Russell Square, London, W.C.1.

Date of Public Examination—Sept. 18, 1936. 2.30 p.m.

Place—The County Hall, Aylesbury.

PRATTEN, George Harold, 22, Wimborne Road, Bournemouth, previously residing at 70, Namu Road, Winton, Bournemouth, formerly residing at 67, St. Luke's Road, Bournemouth, in the county of Hants. **POST OFFICE ELECTRICAL ENGINEER.**

Court—BOURNEMOUTH.

No. of Matter—30 of 1936.

Date of First Meeting—Aug. 11, 1936. 3.30 p.m.

Place—The Official Receiver's Office, 10, Rockstone Place, Southampton.

Date of Public Examination—Oct. 15, 1936. 11 a.m.

Place—The Law Courts, Stafford Road, Bournemouth.

MILLER, Albert, now residing at 17, Verrier Road, Redfield, in the city and county of Bristol, and formerly residing and carrying on business at 104-6, Church Road, Redfield, in the said city and county of Bristol. **MILK RETAILER.**

Court—BRISTOL.

No. of Matter—18 of 1936.

Date of First Meeting—Aug. 12, 1936. 11.30 a.m.

Place—Official Receiver's Office, 26, Baldwin Street, Bristol.

Date of Public Examination—Oct. 23, 1936. 11 a.m.

Place—The Guildhall, Bristol.

Date of Order for Summary Administration—July 29, 1936.

SCATTERGOOD, John Raymond, 84, Uxbridge Street, Burton-on-Trent, in the county of Stafford, Lorry Driver, lately residing at 43, Dover Road, and carrying on business at 142, Waterloo Street, both in Burton-on-Trent aforesaid. **RADIO DEALER.**

Court—BURTON-ON-TRENT.

No. of Matter—8 of 1936.

Date of First Meeting—Aug. 11, 1936. 11.30 a.m.

Place—The Official Receiver's Office, 22, Regent Street, Park Row, Nottingham.

Date of Public Examination—Sept. 30, 1936. 11.30 a.m.

Place—The Court House, Station Street, Burton-on-Trent.

CARTER, Robert John, 28A, High Street, Cottenham, in the county of Cambridge, of NO OCCUPATION, formerly residing and carrying on business at Pound Lane, Sutton, near Ely, in the county of Cambridge, as a **GENERAL DEALER.**

Court—CAMBRIDGE.

No. of Matter—15 of 1936.

Date of First Meeting—Aug. 11, 1936. 11.30 a.m.

Place—The Official Receiver's Office, 41, Sidney Street, Cambridge.

Date of Public Examination—Sept. 23, 1936. 11 a.m.

Place—The Guildhall, Cambridge.

PARRISH, Robert John, residing and carrying on business at Morden Croft, Newmarket Road, Royston, in the county of Hertford. **PIG DEALER.**

Court—CAMBRIDGE.

No. of Matter—11 of 1936.

Date of First Meeting—Aug. 11, 1936. 12 noon.

Place—The Official Receiver's Office, 41, Sidney Street, Cambridge.

Date of Public Examination—Sept. 23, 1936. 11 a.m.

Place—The Guildhall, Cambridge.

Date of Order for Summary Administration—July 24, 1936.

SEEL, Samuel, "Kingsclere," Woodride, Petts Wood, in the county of Kent. **BUILDER.**

Court—CROYDON.

No. of Matter—73 of 1936.

Date of First Meeting—Aug. 11, 1936. 11.30 a.m.

Place—29, Russell Square, W.C.1.

Date of Public Examination—Sept. 17, 1936. 11 a.m.

Place—The County Court, Scarbrook Road, Croydon.

WARD, Reginald Samuel, 26, Chestnut Avenue, Kingston Road, Ewell, previously residing at 38, Tealing Drive, Kingston Road, Ewell, Surrey, and at 136, Longcroft Lane, Welwyn Garden City, Hertford. **BUILDER and CONTRACTOR.**

Court—CROYDON.

No. of Matter—71 of 1936.

Date of First Meeting—Aug. 14, 1936. 11 a.m.

Place—29, Russell Square, W.C.1.

Date of Public Examination—Sept. 17, 1936. 11 a.m.

Place—The County Court, Scarbrook Road, Croydon.

WOODGER, Alexander, 97, Farnaby Road, Bromley, Kent. **FISH SALESMAN.**

Court—CROYDON.

No. of Matter—75 of 1936.

Date of First Meeting—Aug. 14, 1936. 12 noon.

Place—29, Russell Square, W.C.1.

Date of Public Examination—Oct. 1, 1936. 11 a.m.

Place—The County Court, Scarbrook Road, Croydon.

PARKER, John, 20, Gilbert Street, Alvaston, in the county of Derby, formerly carrying on business at The Brunswick Garage, Ltd., Sidsdals Road, in the borough of Derby. **RETIRED COMPANY DIRECTOR.**

Court—DERBY and LONG EATON.

No. of Matter—22 of 1936.

Date of First Meeting—Aug. 11, 1936. 11 a.m.

Place—The Official Receiver's Office, 22, Regent Street, Park Row, Nottingham.

Date of Public Examination—Sept. 22, 1936. 10 a.m.

Place—The Court House, 20, St. Peter's Churchyard, Derby.

BOHAN, Stephen (sued as S. Bohan) (Male), residing and carrying on business at 28, Longfield Avenue, Enfield Highway, in the county of Middlesex. **BUILDER.**

Court—EDMONTON.

No. of Matter—17 of 1936.

Date of First Meeting—Aug. 13, 1936. 12 noon.

Place—29, Russell Square, London, W.C.1.

Date of Public Examination—Sept. 16, 1936. 1.30 p.m.

Place—The Court House, Upper Edmonton.

COHEN, Amelia (Married Woman), residing and carrying on business at 126, West Green Road, Tottenham, N.15, in the county of Middlesex. **GROCER.**

Court—EDMONTON.

No. of Matter—19 of 1936.

Date of First Meeting—Aug. 13, 1936. 11.30 a.m.

Place—29, Russell Square, London, W.C.1.

Date of Public Examination—Sept. 16, 1936. 1.30 p.m.

Place—The Court House, Upper Edmonton.

DEAVILLE, John, residing and carrying on business at 67, Anchor Road, Longton, in the county of Stafford. **GROCER and GREEN-GROCER.**

Court—HANLEY and STOKE-UPON-TRENT.

No. of Matter—12 of 1936.

Date of First Meeting—Aug. 11, 1936. 11 a.m.

Place—The Official Receiver's Office, 12, Lonsdale Street, Stoke-upon-Trent.

Date of Public Examination—Sept. 3, 1936. 11 a.m.

Place—The Town Hall, Hanley, Stoke-on-Trent.

Date of Order for Summary Administration—July 28, 1936.

NEWTON, Clifford, lately residing at 78, Broadwater Avenue, Letchworth, in the county of Hertford, but now of Ferry Quay House, Quayside, Woodbridge, in the county of Suffolk. **SHIPOWNER.**

Court—IPSWICH.

No. of Matter—8 of 1936.

Date of First Meeting—Aug. 11, 1936. 3 p.m.

Place—The Official Receiver's Offices, 9, Arcade Street, Ipswich.

Date of Public Examination—Oct. 2, 1936. 10.30 a.m.

Place—The Shirehall, St. Helens, Ipswich.

MORTIMER, Cyril Charles, 30, Rutherwyke Close, Stoneleigh, Ewell, Surrey, **CONFECTORER**, carrying on business at 30A, Fife Road, Kingston, Surrey.

Court—KINGSTON (Surrey).

No. of Matter—14 of 1936.

Date of First Meeting—Aug. 14, 1936. 11.30 a.m.

Place—29, Russell Square, W.C.1.

Date of Public Examination—Oct. 13, 1936. 2 p.m.

Place—The Guildhall, Kingston, Surrey.

ROSENBERG, Abraham, residing at 8, Lansdowne Street, and formerly carrying on business at 7, Providence Street, off Myton Street, both in the city and county of Kingston-upon-Hull. **Fruit Salesman, late CABINET MAKER.**

Court—KINGSTON-UPON-HULL.

No. of Matter—30 of 1936.

Date of First Meeting—Aug. 7, 1936. 11.30 a.m.

Place—Official Receiver's Office, 1, Parliament Street, Hull.

Date of Public Examination—Aug. 17, 1936. 2 p.m.

Place—Guildhall, Alfred Gelder Street, Hull.

HOGG, Chares Bertram, 19, Lawn Avenue, Burley-in-Wharfedale, in the county of York, **BOOT and SHOE REPAIRER**, carrying on business at 30, Main Street, Burley-in-Wharfedale aforesaid.

Court—LEEDS.

No. of Matter—64 of 1936.

Date of First Meeting—Aug. 10, 1936. 11 a.m.

Place—The Official Receiver's Office, 24, Bond Street, Leeds 1.

Date of Public Examination—Sept. 1, 1936. 10.30 a.m.

Place—The County Court House, Albion Place, Leeds 1.

Date of Order for Summary Administration—July 27, 1936.

SMITH, Ernest William, residing at 510, Ashton Old Road, Openshaw, in the city of Manchester, and carrying on business at 43A, Lower Mosley Street, in the city of Manchester, under the style of "JOHN W. GREENUP." PATTERN CARD MAKER.

Court—MANCHESTER.

No. of Matter—41 of 1936.

Date of First Meeting—Aug. 7, 1936.
11.30 a.m.

Place—The Official Receiver's Offices, 20, Byrom Street, Manchester 3.

Date of Public Examination—Sept. 18, 1936.
10 a.m.

Place—The Court House, Quay Street, Manchester.

COLEMAN, Ronald Wilson, residing and carrying on business at Bush Cottage, Marlborough Road, Ventnor, in the Isle of Wight. BUILDER and CONTRACTOR.

Court—NEWPORT and RYDE.

No. of Matter—9 of 1936.

Date of First Meeting—Aug. 11, 1936.
11.30 a.m.

Place—Official Receiver's Office, 87, High Street, Portsmouth.

Date of Public Examination—Oct. 14, 1936.
11.45 a.m.

Place—The Town Hall, Newport, Isle of Wight.

Date of Order for Summary Administration—July 27, 1936.

RIGAUD, William Stanley, The Old House, Ryde, Isle of Wight. BOARDING HOUSE KEEPER.

Court—NEWPORT and RYDE.

No. of Matter—6 of 1936.

Date of First Meeting—Aug. 11, 1936. 11 a.m.

Place—Official Receiver's Office, 87, High Street, Portsmouth.

Date of Public Examination—Oct. 14, 1936.
11.45 a.m.

Place—The Town Hall, Newport, Isle of Wight.

WINDLE, George Harry, residing at 4, Brackley Street, Oldham, in the county of Lancashire. CARDER in Cotton Mill.

Court—OLDHAM.

No. of Matter—8 of 1936.

Date of First Meeting—Aug. 12, 1936.
2.30 p.m.

Place—The Official Receiver's Offices, 22, Byrom Street, Manchester 3.

Date of Public Examination—Sept. 23, 1936.
10.45 a.m.

Place—The Court House, Church Lane, Oldham.

PEARCE, William Alick, residing at 64, Hamlet Road, Southend-on-Sea, in the county of Essex, and carrying on business at 168, London Road, Southend-on-Sea aforesaid. CYCLE DEALER.

Court—SOUTHEND.

No. of Matter—19 of 1936.

Date of First Meeting—Aug. 10, 1936.
12 noon.

Place—29, Russell Square, London, W.C.1.

Date of Public Examination—Aug. 27, 1936.
11.45 a.m.

Place—The Petty Sessions House, Southend-on-Sea.

WRIGHT, Ernest, residing at 97, Turncroft Lane, Stockport, in the county of Chester, and carrying on business at 80, Wellington Road South, Stockport aforesaid. ESTATE AGENT.

Court—STOCKPORT.

No. of Matter—14 of 1936.

Date of First Meeting—Aug. 11, 1936. 3 p.m.

Place—The Official Receiver's Offices, 22, Byrom Street, Manchester 3.

Date of Public Examination—Sept. 25, 1936.
10.30 a.m.

Place—The Court House, Vernon Street, Stockport

CUMMINGS, Gerald, residing at 26, High Street, and carrying on business at 1, Station Road, both in South Elmsall, near Pontefract, Yorkshire. GROCER and PROVISION DEALER. Court—WAKEFIELD.

No. of Matter—18 of 1936.

Date of First Meeting—Aug. 12, 1936. 11 a.m.

Place—The Official Receiver's Office, 13, Burton Street, Wakefield.

Date of Public Examination—Aug. 27, 1936.
10.30 a.m.

Place—The Court House, Wood Street, Wakefield.

Date of Order for Summary Administration—July 29, 1936.

DIXON, Fred, of Old Church, Knottingley Road, Pontefract, Yorkshire, carrying on business at Market Place, Pontefract aforesaid, and also at 5, Bridge Street, Pontefract aforesaid, as a FRUITERER and FISHMONGER, under the style or firm of "FRED DIXON AND SONS."

Court—WAKEFIELD.

No. of Matter—19 of 1936.

Date of First Meeting—Aug. 12, 1936.
11.30 a.m.

Place—The Official Receiver's Office, 13, Burton Street, Wakefield.

Date of Public Examination—Aug. 27, 1936.
10.30 a.m.

Place—The Court House, Wood Street, Wakefield.

Date of Order for Summary Administration—July 29, 1936.

RICKETT, Francis Christopher, 19, Windsor Street, Stratford-on-Avon, in the county of Warwick, and carrying on business at Gladstone Chambers, 55, Ely Street, Stratford-on-Avon aforesaid. PHOTOGRAPHER.

Court—WARWICK.

No. of Matter—4 of 1936.

Date of First Meeting—Aug. 10, 1936.
2.45 p.m.

Place—The Official Receiver's Office, 9-11, High Street, Coventry.

Date of Public Examination—Oct. 28, 1936.
11.30 a.m.

Place—The Shire Hall, Warwick.

DAY APPOINTED FOR PROCEEDING WITH PUBLIC EXAMINATION ADJOURNED SINE DIE.

BENTON, Walter Molyneux, the Junior, Atheneum Club, Piccadilly, London, W.1. Court—HIGH COURT OF JUSTICE.

No. of Matter—1,435 of 1923.

Date Fixed for Proceeding with Examination—Oct. 21, 1936. 11 a.m.

Place—Bankruptcy Buildings, Carey Street, London, W.C.2.

ORDER ON APPLICATION TO APPROVE COMPOSITION OR SCHEME.

BUTLER, Redvers, 56, Royds Lane, Rothwell, in the county of York, Commercial Traveller, formerly carrying on business as a PHOTOGRAPHIC ARTIST, at Bank Street, Castleford, in the said county of York.

Court—LEEDS.

No. of Matter—40 of 1936.

Date of Order—July 17, 1936.

Nature of Scheme or Composition sanctioned or Order made—To pay in full all preferential debts, also all proper costs, charges and expenses of and incidental to the bankruptcy, and all fees and percentages payable to the Official Receiver and the Board of Trade, and a Composition of five shilling in the pound on all provable debts.

Composition approved. Receiving Order, dated April 8, 1936, discharged, and Order of Adjudication, dated April 8, 1936, annulled.

ADJUDICATIONS.

- DESVAUX, Victor Henri René**, commonly known as Victor Henri René Desvaux de Marigny, lately trading in partnership with another under the style of S. Liston, and also lately trading alone under the style of R. DESVAUX & CO., and described in the Receiving Order as R. Desvaux de Marigny (Male), 351, Fulham Palace Road, London, S.W., and of 84-6, Regent Street, London, W.1. **CHEMIST and PERFUMIER.**
Court—HIGH COURT OF JUSTICE.
No. of Matter—302 of 1936.
Date of Order—July 24, 1936.
Date of Filing Petition—April 15, 1936.
- EVENS, Lawrence George**, Haslemere, South Eden Park Road, Beckenham, Kent, **EXPORT and IMPORT AGENT**, carrying on business at 58 and 59, Chiswell Street, London, E.C.
Court—HIGH COURT OF JUSTICE.
No. of Matter—578 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 27, 1936.
- GURNEY, W. F. (Male)**, 39A, Ebury Street, London, S.W.1. **LAUNDRY PROPRIETOR.**
Court—HIGH COURT OF JUSTICE.
No. of Matter—457 of 1936.
Date of Order—July 24, 1936.
Date of Filing Petition—June 12, 1936.
- MEASURES, Joseph**, described in the Receiving Order as J. Measures (Male), 20, Sharon Gardens, Homerton, London, E.9. **TRAVELLER and AGENT.**
Court—HIGH COURT OF JUSTICE.
No. of Matter—227 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—March 13, 1936.
- TOPLEY, Charles Wilfred**, of Leicester Road, Luton, Bedfordshire, lately residing and carrying on business at 165, Elgin Terrace, Maida Vale, London, W.9. **MOTOR ENGINEER.**
Court—HIGH COURT OF JUSTICE.
No. of Matter—586 of 1936.
Date of Order—July 29, 1936.
Date of Filing Petition—July 29, 1936.
- TIBBETTS, Lewis**, 69, Sheep Street, Northampton, **POULTRY FARMER**, lately residing and carrying on business at Manor Farm, Akeley, in the county of Buckingham.
Court—BANBURY.
No. of Matter—3 of 1936.
Date of Order—July 23, 1936.
Date of Filing Petition—July 23, 1936.
- WILLIAMSON, Frederick** (described in the Receiving Order as F. J. Williamson, Male), residing at 2, Brookhurst Cottages, Allport Road, Bromborough, in the county of Chester, and formerly carrying on at the same address the business of TRAVELLING LIBRARY, now employed as a Motor Driver.
Court—BIRKENHEAD.
No. of Matter—11 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 1, 1936.
- SINGLETON, William Smith**, 2, Lonsdale Place, Lancaster, in the county of Lancaster, Fish Salesman, lately residing at 40, Leyes Road, Blackpool, in the said county of Lancaster, and carrying on business at 120, Church Street, and St. Johns Market, Blackpool aforesaid, as a **FRUITERER and FLORIST.**
Court—BLACKPOOL.
No. of Matter—8 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 27, 1936.
- PRATTEN, George Harold**, 22, Wimborne Road, Bournemouth, previously residing at 70, Namu Road, Winton, Bournemouth, and formerly residing at 67, St. Luke's Road, Bournemouth, in the county of Hants. **POST OFFICE ELECTRICAL ENGINEER.**
Court—BOURNEMOUTH.
No. of Matter—30 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 27, 1936.
- MILLER, Albert**, now residing at 17, Verrier Road, Redfield, in the city and county of Bristol, and formerly residing and carrying on business at 104-6, Church Road, Redfield, in the city and county of Bristol. **MILK RETAILER.**
Court—BRISTOL.
No. of Matter—18 of 1936.
Date of Order—July 29, 1936.
Date of Filing Petition—July 6, 1936.
- KETLEY, Herbert Trigger**, Mill House Farm Dairy, Purleigh, Essex, lately residing at 42, Rectory Lane, Chelmsford, Essex. **MILK ROUNDSMAN and FARM WORKER.**
Court—CHELMSFORD.
No. of Matter—39 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 27, 1936.
- KETLEY, William Geoffrey**, Mill House Farm Dairy, Purleigh, Essex, and lately residing at 42, Rectory Lane, Chelmsford, Essex. **MILK ROUNDSMAN and FARM WORKER.**
Court—CHELMSFORD.
No. of Matter—38 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 27, 1936.
- SYDES, Geoffrey William**, 25, Kingslyn Crescent, Upper Norwood, S.E.19, lately residing at 279, Church Road, Upper Norwood, S.E.19. **BANK OFFICIAL.**
Court—CROYDON.
No. of Matter—77 of 1936.
Date of Order—July 28, 1936.
Date of Filing Petition—July 28, 1936.
- BOHAN, Stephen** (sued as S. Bohan) (Male), residing and carrying on business at 28, Longfield Avenue, Enfield Highway, in the county of Middlesex. **BUILDER.**
Court—EDMONTON.
No. of Matter—17 of 1936.
Date of Order—July 28, 1936.
Date of Filing Petition—June 10, 1936.
- ALFORD, Fred**, Park Farm, Musbury, in the county of Devon. **FARMER.**
Court—EXETER.
No. of Matter—15 of 1936.
Date of Order—July 29, 1936.
Date of Filing Petition—July 29, 1936.
- DEAVILLE, John**, residing and carrying on business at 67, Anchor Road, Longton, in the county of Stafford. **GROCER and GREEN-GROCER.**
Court—HANLEY and STOKE-ON-TRENT.
No. of Matter—12 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 27, 1936.
- CRAVEN, Frank**, residing at The Olde House, Rearsby, in the county of Leicester. **Late COMPANY DIRECTOR.**
Court—LEICESTER.
No. of Matter—34 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 27, 1936.

SHARP, Robert George, formerly residing at 35, Cooper Road, Grimsby, Labourer, and now of Rookery, Nettleham, both in the county of Lincoln. **RAILWAY EMPLOYEE.**
Court—**LINCOLN** and **HORNCASTLE.**
No. of Matter—24 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 27, 1936.

GLENCROSS, Albert John, residing and carrying on business at 34, Pontmorlais, in the town and county borough of Merthyr Tydfil. **OUTFITTER.**
Court—**MERTHYR TYDFIL.**
No. of Matter—5 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 27, 1936.

LENTON, George Henry, of Pratt Road, Rushden, in the county of Northampton, Baker and Flour Dealer, described in the Receiving Order as G. Lenton (Male), of Pratt Road, Rushden, in the county of Northampton. **BAKER and FLOUR DEALER.**
Court—**NORTHAMPTON.**
No. of Matter—14 of 1936.
Date of Order—July 23, 1936.
Date of Filing Petition—July 8, 1936.

WINDLE, George Harry, residing at 4, Brackley Street, Oldham, in the county of Lancaster. **CARDER in Cotton Mill.**
Court—**OLDHAM.**
No. of Matter—8 of 1936.
Date of Order—July 23, 1936.
Date of Filing Petition—July 23, 1936.

BICKLE, Norman John, trading as **JOHN W. BICKLE & SON**, 6, Buckland Terrace, Plymouth, Devon. **SOLICITOR.**
Court—**PLYMOUTH.**
No. of Matter—14 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—May 5, 1936.

WILLIAMS, Elizabeth (Married Woman), trading as **E. WILLIAMS & COMPANY**, residing and carrying on business at 8, Brondeg Street, Tylorstown, in the county of Glamorgan. **TOBACCO DEALER.**
Court—**PONTYPRIDD, YSTRADYFODWG and PORTH.**
No. of Matter—15 of 1936.
Date of Order—July 23, 1936.
Date of Filing Petition—July 10, 1936.

MORRIS, David, 24, Park Drive, Whalley Range, Manchester 16. **REVUE COMEDIAN.**
Court—**SALFORD.**
No. of Matter—27 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 27, 1936.

SELLARS, John James, of 23, Rupert Road, Sheffield, in the county of York. **MOTOR DRIVER.**
Court—**SHEFFIELD.**
No. of Matter—55 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 27, 1936.

BRADLEY, Percy Taylor, "Northwood," St. Leonards Avenue, Stafford, in the county of Stafford, and carrying on business at 1, The Arcade, Stafford aforesaid, and at 10, Church Lane, Stafford aforesaid. **RADIO ENGINEER.**
Court—**STAFFORD.**
No. of Matter—4 of 1936.
Date of Order—July 27, 1936.
Date of Filing Petition—July 27, 1936.

WRIGHT, Ernest, residing at 97, Turncroft Lane, Stockport, in the county of Chester, and carrying on business at 80, Wellington Road South, Stockport aforesaid. **ESTATE AGENT.**
Court—**STOCKPORT.**
No. of Matter—14 of 1936.
Date of Order—July 28, 1936.
Date of Filing Petition—July 28, 1936.

The following Amended Notice is substituted for that published in the London Gazette of June 30, 1936:—

PLOTZKER, Aubrey, commonly known and described in the Receiving Order as George Aubrey Walsh, 47, Woodstock Avenue, Golders Green, Middlesex. **WIRELESS DEALER.**
Court—**HIGH COURT OF JUSTICE.**
No. of Matter—433 of 1936.
Date of Order—June 26, 1936.
Date of Filing Petition—June 4, 1936.

APPLICATIONS FOR DISCHARGE.

PAYNE, Arthur William, residing and carrying on business at Alders Farm, Water Orton, in the county of Warwick, and formerly trading as "INTERNATIONAL FREIGHT EXPRESS SERVICES," at Grosvenor Chambers, Broad Street; 58, Summer Row; and 33, Paradise Street, all in the city of Birmingham, late **FARMER**, now Coal Merchant and General Haulier.
Court—**BIRMINGHAM.**
No. of Matter—2 of 1935.
Day Fixed for Hearing—Oct. 13, 1936.
10.15 a.m.
Place—The Court House, Corporation Street, Birmingham.

SHUTTLEWORTH, John Hawthorn, residing and carrying on business at 44, Queen Street, Great Harwood, in the county of Lancaster. **GENTLEMEN'S OUTFITTER.**
Court—**BLACKBURN and CLITHEROE.**
No. of Matter—36 of 1931.
Day Fixed for Hearing—Oct. 19, 1936.
10.30 a.m.
Place—The County Court House, Victoria Street, Blackburn.

HERVEY, Reginald Charles Joseph, carrying on business at Seabourne Wharf, Isleworth, in the county of London, **MARINE ENGINEER**, lately residing at 3, Sunbury Court Island, Sunbury-on-Thames, in the county of Middlesex.
Court—**BRENTFORD.**
No. of Matter—33 of 1933.
Day Fixed for Hearing—Sept. 28, 1936.
10.30 a.m.
Place—The Court House, Half Acre, Brentford.

ASTON, John, at present residing at Stoke Green, in the city of Coventry, in the county of Warwick, trading and carrying on business at Binley Road, Coventry aforesaid, as a **BUILDER and CONTRACTOR**, under the style or firm of **JOHN ASTON AND SON.**
Court—**COVENTRY.**
No. of Matter—4 of 1934.
Day Fixed for Hearing—Oct. 13, 1936. 11 a.m.
Place—The County Hall, Coventry.

WELLS, Alfred Charles, residing and carrying on business at Hollywood Filling Station, Brandon Road, Binley, in the county of Warwick. **GARAGE PROPRIETOR.**

Court—COVENTRY.

No. of Matter—16 of 1929.

Day Fixed for Hearing—Oct. 13, 1936. 11 a.m.

Place—The County Hall, Coventry.

LANDER, James Edward, 26, Union Street, Newton Abbot, and 12, School Road, Newton Abbot, in the county of Devon. **ELECTRICAL and RADIO ENGINEER.**

Court—EXETER.

No. of Matter—30 of 1933.

Day Fixed for Hearing—Sept. 18, 1936. 10.30 a.m.

Place—The Castle, Exeter.

BOWEN, Herbert Edward (described in the Receiving Order as Edward Bowen), formerly of 24, Calvert Road, Hastings, Sussex, **CATTLE DEALER and FARMER**, and now of St. John's Cottages, Piper's Yard, Mount Pleasant, Hastings, and Victoria Crescent, Ashford, Kent, and trading as **LEE & CO.**

Court—HASTINGS.

No. of Matter—2 of 1930.

Day Fixed for Hearing—Oct. 6, 1936. 12 noon.

Place—The Town Hall, Hastings.

GOODSON, Frank Dixon, residing and carrying on business at Hill Top Farm, Eastwell, in the county of Leicester. **FARMER.**

Court—LEICESTER.

No. of Matter—32 of 1935.

Day Fixed for Hearing—Aug. 26, 1936. 10 a.m.

Place—The Castle, Leicester.

DICKINS, Alfred Leonard, residing and carrying on business at 79, Bridgnorth Road, Wollaston, in the county of Worcester. **GROCER and BAKER.**

Court—STOURBRIDGE.

No. of Matter—5 of 1926.

Day Fixed for Hearing—Oct. 15, 1936. 10 a.m.

Place—The Court House, Hagley Road, Stourbridge.

ORDERS MADE ON APPLICATIONS FOR DISCHARGE.

FREEDMAN, Solomon, trading with another as Leader Freedman & Co., and also as Shore-ditch Chair Frame Manufacturing Co., and described in the Receiving Order as Leader Freedman & Co. (a firm), of and carrying on business at 12, Baches Street, Hoxton, London, N.1, Manufacturing Upholsterers. (Separate Application.)

Court—HIGH COURT OF JUSTICE.

No. of Matter—867 of 1935.

Date of Order—July 3, 1936.

Nature of Order made—Bankrupt's discharge suspended for six months, and that he be discharged as from Jan. 3, 1937.

Grounds named in Order for refusing an absolute Order of Discharge—Proofs of Facts mentioned in Section 26, sub-section 3 (A., B. and C.), Bankruptcy Act, 1914, as amended by Section 1 of the Bankruptcy (Amendment) Act, 1926.

LAMBERT, Gifford William, residing and carrying on business at 3, Ontario Street, Southwark, London. **ELECTRICIAN.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—601 of 1932.

Date of Order—July 3, 1936.

Nature of Order made—Bankrupt's discharge suspended for three months, and that he be discharged as from Oct. 3, 1936.

Grounds named in Order for refusing an absolute Order of Discharge—Proofs of Facts mentioned in Section 26, sub-section 3 (A., B. and C.), Bankruptcy Act, 1914, as amended by Section 1 of the Bankruptcy (Amendment) Act, 1926.

MARKS, Abraham, described in the Receiving Order as A. Marks (Male), carrying on business at 108, High Street, Croydon, and 51, Surrey Street, Croydon, in the county of Surrey. **CONFECTIONER.**

Court—CROYDON.

No. of Matter—113 of 1935.

Date of Order—July 1, 1936.

Nature of Order made—Discharge be suspended for 18 months, and that he be discharged as from Jan. 1, 1938.

Grounds named in Order for refusing an absolute Order of Discharge—Proofs of Facts mentioned in Section 26, sub-section 3 (A., B. and C.), Bankruptcy Act, 1914, as amended by Section 1 of the Bankruptcy (Amendment) Act, 1926.

SWIFT, Harry, residing at Granny Lane, Mirfield, in the county of York, Post Office Clerk, and lately carrying on business at Hillhouse Lane, Huddersfield, in the said county, as a **PHOTOGRAPHER.**

Court—DEWSBURY.

No. of Matter—8 of 1928.

Date of Order—June 30, 1936.

Nature of Order made—That the Bankrupt's discharge be suspended for one month, and that he be discharged as from July 29, 1936.

Grounds named in Order for refusing an absolute Order of Discharge—Proofs of Facts mentioned in Section 26, sub-section 3 (A., B. and C.), Bankruptcy Act, 1914, as amended by Section 1 of the Bankruptcy (Amendment) Act, 1926.

WILSON, Stanley, residing at Northfield Avenue, Ossett, in the county of York, and lately carrying on business at Northfield Avenue, Ossett aforesaid, as a **COAL MERCHANT.**

Court—DEWSBURY.

No. of Matter—12 of 1928.

Date of Order—June 30, 1936.

Nature of Order made—That the Bankrupt's discharge be suspended for six months, and that he be discharged as from Dec. 29, 1936.

Grounds named in Order for refusing an absolute Order of Discharge—Proofs of Facts mentioned in Section 26, sub-section 3 (A., C. and F.), Bankruptcy Act, 1914, as amended by Section 1 of the Bankruptcy (Amendment) Act, 1926.

APPOINTMENTS OF TRUSTEES.

HORAN, Keith, described in the Receiving Order as Major Keith Horan, of Paulers Pury, Wadhurst, Sussex, lately residing at the Junior United Service Club, Charles Street, S.W.1, London. Of no occupation.

Court—HIGH COURT OF JUSTICE.

No. of Matter—400 of 1936.

Trustee's Name Address and Description—Salaman, Frederick Seymour, 1-2, Bucklersbury, London, E.C.4, Chartered Accountant.

Date of Certificate of Appointment—July 23, 1936.

BICKLE, Norman John, trading as JOHN W. BICKLE & SON, 6, Buckland Terrace, Plymouth, in the county of Devon. SOLICITOR.

Court—PLYMOUTH.

No. of Matter—14 of 1936.

Trustee's Name, Address and Description—Ching, William John, 8, Sussex Terrace, Plymouth, Incorporated Accountant.

Date of Certificate of Appointment—July 27, 1936.

SHAW, Charles, residing and lately carrying on business at 429-433, Attercliffe Common, in the city of Sheffield, as a DRAPER.

Court—SHEFFIELD.

No. of Matter—48 of 1936.

Trustee's Name, Address and Description—Hancock, John, 57, Surrey Street, Sheffield, Chartered Accountant.

Date of Certificate of Appointment—July 27, 1936.

RELEASE OF TRUSTEES.

BAGNALL, Richard Siddoway, described in the Receiving Order as Richard S. Bagnall, of Carlton House, Regent Street, London, W.1. COMPANY DIRECTOR.

Court—HIGH COURT OF JUSTICE.

No. of Matter—755 of 1930.

Trustee's Name, Address and Description—Salaman, Frederick Seymour, 1-2, Bucklersbury, London, E.C.4, Chartered Accountant.

Date of Release—June 11, 1936.

BOSTOFF, Jack, residing and carrying on business at 222, Graham Road, Hackney, London. FRUITERER and GREENGROCER.

Court—HIGH COURT OF JUSTICE.

No. of Matter—1,042 of 1935.

Trustee's Name, Address and Description—West, Leslie Arthur, Bankruptcy Buildings, Carey Street, London, W.C.2, Senior Official Receiver.

Date of Release—July 17, 1936.

CLAYTON, Henry Lionel, described in the Receiving Order and trading as Lane & Co. (a firm), of and lately carrying on business at 105, Highbury Hill, London, N.5. MOTOR DEALERS.

Court—HIGH COURT OF JUSTICE.

No. of Matter—602 of 1934.

Trustee's Name, Address and Description—Hood, Sydney Walter, Bankruptcy Buildings, Carey Street, London, W.C.2, Official Receiver.

Date of Release—June 19, 1936.

COHEN, Simon, residing at 34, Erskine Road, Walthamstow, E.17, and lately carrying on business at 62, High Street, Walthamstow, E.17. DRAPER and HOSIER.

Court—HIGH COURT OF JUSTICE.

No. of Matter—992 of 1934.

Trustee's Name, Address and Description—Parke, Edward, Bankruptcy Buildings, Carey Street, London, W.C.2, Senior Official Receiver.

Date of Release—June 19, 1936.

CONNOLLY, Peter John (described in the Receiving Order as Dr. Peter J. Connolly), of and lately carrying on business at 43, Rosebery Avenue, London, E.C.1. MEDICAL PRACTITIONER.

Court—HIGH COURT OF JUSTICE.

No. of Matter—391 of 1934.

Trustee's Name, Address and Description—Parke, Edward, Bankruptcy Buildings, Carey Street, London, W.C.2, Senior Official Receiver.

Date of Release—June 19, 1936.

COOK, Fredrick Arthur, 65, Warren Road, Leyton, Essex, lately carrying on business at 374, High Road, Leytonstone, in the said county of Essex, under the style of F. A. COOK & SON. LADIES CLOTHING MAKER.

Court—HIGH COURT OF JUSTICE.

No. of Matter—9 of 1934.

Trustee's Name, Address and Description—West, Leslie Arthur, Bankruptcy Buildings, Carey Street, London, W.C.2, Senior Official Receiver.

Date of Release—June 19, 1936.

CRAVEN, Harold, 18, Knox Road, Forest Gate, E., BROWN, James Joseph, known and described in the Receiving Order as Joseph Ernest Adams, 10, Benedict Road, Brixton, S.W., and HOUSER, Alfred Richard, of 59, West Road, Port Way, West Ham, trading as WILLOWBROOK DAIRIES, 18, Bath Road, West Ham, all London. WHOLESALE MILK and CREAM CONTRACTORS.

Court—HIGH COURT OF JUSTICE.

No. of Matter—99 of 1934.

Trustee's Name, Address and Description—Parke, Edward, Bankruptcy Buildings, Carey Street, London, W.C.2, Senior Official Receiver.

Date of Release—June 19, 1936.

DE BRESSY, Raffaele Cosimato (described in the Receiving Order as Raphael Cosimato de Bressy (sued as R. C. de Bressy)), carrying on business at 17, College Hill, London, E.C. WINE MERCHANT.

Court—HIGH COURT OF JUSTICE.

No. of Matter—94 of 1934.

Trustee's Name, Address and Description—West, Leslie Arthur, Bankruptcy Buildings, Carey Street, London, W.C.2, Senior Official Receiver.

Date of Release—July 2, 1936.

DENT, Charles Kingsley, Kingsbury House, King Street, London, S.W.1. PROPERTY DEALER.

Court—HIGH COURT OF JUSTICE.

No. of Matter—940 of 1932.

Trustee's Name, Address and Description—Salaman, Frederick Seymour, 1-2, Bucklersbury, London, E.C.4, Chartered Accountant.

Date of Release—May 21, 1936.

HARPER, Edward Mellard, of and carrying on business at 339, Dashwood House, Old Broad Street, London, E.C. BANKER.

Court—HIGH COURT OF JUSTICE.

No. of Matter—79 of 1935.

Trustee's Name, Address and Description—Hood, Sydney Walter, Bankruptcy Buildings, Carey Street, London, W.C.2, Official Receiver.

Date of Release—June 19, 1936.

HODGSON, H. A. C., Capt., Lahore Cantonments, Lahore, India, a CAPTAIN in H.M. Forces, a domiciled Englishman.

Court—HIGH COURT OF JUSTICE.

No. of Matter—20 of 1935.

Trustee's Name, Address and Description—Salaman, Frederick Seymour, 1-2, Bucklersbury, London, E.C.4, Chartered Accountant.

Date of Release—May 27, 1936.

HORNE, Edward Bertie Willie, described in the Receiving Order as Edward Bert Horne, residing and carrying on business at 170, Hornsey Lane, Highgate, London. MOTOR ENGINEER.

Court—HIGH COURT OF JUSTICE.

No. of Matter—767 of 1933.

Trustee's Name, Address and Description—Harding, Philip Edward, 5, Coleman Street, London, E.C.2, Chartered Accountant.

Date of Release—May 21, 1936.

HUGGINS, George Edwin, lately carrying on business at 54, Upton Lane, and at 186A, Green Street, both Forest Gate, E.7, as **EXCEL SERVICE RADIO and CYCLE DEALER**, and residing at 43, Mark Street, West Ham Lane, E.15.

Court—HIGH COURT OF JUSTICE.

No. of Matter—620 of 1935.

Trustee's Name, Address and Description—Hood, Sydney Walter, Bankruptcy Buildings, Carey Street, London, W.C.2, Official Receiver.

Date of Release—July 17, 1936.

HUSSEY, William, of and lately carrying on business at 8, Hyde Park Gate, Kensington Road, London, S.W.7. **BUILDER, DECORATOR and ELECTRICAL ENGINEER.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—153 of 1932.

Trustee's Name, Address and Description—Harman, Francis Harold, 11, Haymarket, London, S.W.1, Incorporated Accountant.

Date of Release—June 26, 1936.

KAHAN, James, of and lately residing and carrying on business at 21, Varden Street, London, E.1. **COAL and COKE MERCHANT.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—867 of 1932.

Trustee's Name, Address and Description—Sacks, Harry, 62-63, Fenchurch Street, London, E.C.3, Chartered Accountant.

Date of Release—July 6, 1936.

KIPERNICK, Joe, described in the Receiving Order as J. Kipernick (Male), **MANUFACTURING FURRIER**, of and carrying on business at 11, Falcon Avenue, Aldersgate, London, E.C.1, and residing at 24, Park Avenue, Cricklewood, Middlesex.

Court—HIGH COURT OF JUSTICE.

No. of Matter—1,212 of 1932.

Trustee's Name, Address and Description—Arthur, Benjamin George, 69-73, Cannon Street, London, E.C.4, Chartered Secretary.

Date of Release—April 24, 1936.

KONSTAM, Kenneth Walter, described in the Receiving Order as Kenneth W. Konstam, of The Albemarle Court Hotel, Leinster Gardens, London, and who carries on business at 62, London Wall, London, E.C. **STOCK-BROKER.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—1,140 of 1932.

Trustee's Name, Address and Description—Salaman, Frederick Seymour, 1-2, Bucklersbury, London, E.C.4, Chartered Accountant.

Date of Release—May 27, 1936.

LANCASTER, William Thomas, 92, Park View Court, Hurlingham, and carrying on business at 969, Fulham Road, Fulham, **TOBACCONIST and CONFECTIONER**, and at 60, High Street, Acton, all London.

Court—HIGH COURT OF JUSTICE.

No. of Matter—1,018 of 1934.

Trustee's Name, Address and Description—Sunderland, Oliver Gordon, 15, Eastcheap, London, E.C.3, Chartered Accountant.

Date of Release—July 6, 1936.

LAZARUS, John, 7, Maisemore Mansions, Canfield Gardens, West Hampstead, London. **HOUSE SALESMAN.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—198 of 1934.

Trustee's Name, Address and Description—Hood, Sydney Walter, Bankruptcy Buildings, Carey Street, London, W.C.2, Official Receiver.

Date of Release—July 17, 1936.

LIPMAN, Hyman, trading as **THE IDEAL FURNITURE WORKS (FURNITURE MANUFACTURER)**, 114, Curtain Road, E.C., and 10, Union Place, Curtain Road, E.C., and residing at 25, Brooke Road, Stoke Newington, N.16, all London.

Court—HIGH COURT OF JUSTICE.

No. of Matter—835 of 1933.

Trustee's Name, Address and Description—Phillips, Percy, 118-122, Great Portland Street, London, W.1, Certified Accountant.

Date of Release—May 27, 1936.

LYONS, Joseph Samson (trading as "J. NICKOLLS & CO.") **WHOLESALE TOBACCO, WINE and SPIRIT MERCHANT**, 463A, Caledonian Road, London, N.7, and lately residing at 65, Hampstead Road, London, N.W.1.

Court—HIGH COURT OF JUSTICE.

No. of Matter—1,157 of 1932.

Trustee's Name, Address and Description—Sunderland, Oliver Gordon, 15, Eastcheap, London, E.C.3, Chartered Accountant.

Date of Release—April 30, 1936.

MARGOLINSKY, Woolf, 38, Windsor Road, Forest Gate, Essex, lately carrying on business at 22, Wentworth Street, Aldgate, London, E.1. **SILK MERCHANT.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—468 of 1933.

Trustee's Name, Address and Description—Rubens, John Bennett, 329, High Holborn, London, W.C.1, Chartered Accountant.

Date of Release—May 13, 1936.

MAYES, Bertram (formerly Barnet Finegold), described in the Receiving Order as Bertram Mayes, 20, Clarendon Road, Harrow-on-the-Hill, Middlesex. **FURRIER.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—1,197 of 1933.

Trustee's Name, Address and Description—Phillips, Percy, 118-122, Great Portland Street, London, W.1, Certified Accountant.

Date of Release—June 11, 1936.

MEZGER, Max Rudolph, described in the Receiving Order as Max Mezger, Corporation House, 2, Bloomsbury Place, London. **SURGICAL INSTRUMENT MERCHANT.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—111 of 1933.

Trustee's Name, Address and Description—Salaman, Frederick Seymour, 1-2, Bucklersbury, London, E.C.4, Chartered Accountant.

Date of Release—April 27, 1936.

O'BRIEN, Murrough Barry, sued as Barry O'Brien, carrying on business at 18, Charing Cross Road, London, W.C.2. **THEATRICAL PRODUCER.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—1,209 of 1933.

Trustee's Name, Address and Description—Hood, Sydney Walter, Bankruptcy Buildings, Carey Street, London, W.C.2, Official Receiver.

Date of Release—June 19, 1936.

PICKLES, John, 231, Strand, London, W.C., and residing at 50, Huron Road, Balham, Surrey. **SOLICITOR.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—374 of 1931.

Trustee's Name, Address and Description—Salaman, Frederick Seymour, 1-2, Bucklersbury, London, E.C.4.

Date of Release—May 27, 1936.

ROZENBLOOM, Lajb, described in the Receiving Order as Lewis Rose, of 28, Quicksand Street, London, E.1. **MONEYLENDER.**
 Court—HIGH COURT OF JUSTICE.
 No. of Matter—318 of 1932.
 Trustee's Name, Address and Description—
 Ell, Donald Philips, 158, Bishopsgate, London, E.C.2, Chartered Accountant.
 Date of Release—May 13, 1936.

SEIFERT, Wolf, 91, High Street, Whitechapel, London. **GOWN MANUFACTURER.**
 Court—HIGH COURT OF JUSTICE.
 No. of Matter—743 of 1934.
 Trustee's Name, Address and Description—
 Rubens, John Bennett, 329, High Holborn, London, W.C.1, Chartered Accountant.
 Date of Release—July 14, 1936.

SITTENREICH, Elias, 4, Greenfield Street, London, E.1. **WOOLLEN MERCHANT.**
 Court—HIGH COURT OF JUSTICE.
 No. of Matter—647 of 1934.
 Trustee's Name, Address and Description—
 Mannifield, Charles, 69-73, Cannon Street, London, E.C.4, Accountant.
 Date of Release—July 14, 1936.

SMIDEK, Samuel, described in the Receiving Order as Sydney Smith, 51, Portland Court, London, W.1, **LADIES COSTUMIER**, and lately carrying on business at 205, Oxford Street, W.1, and 22, Great Marlborough Street, W.1, both London.
 Court—HIGH COURT OF JUSTICE.
 No. of Matter—840 of 1934.
 Trustee's Name, Address and Description—
 Morgan, David, 11, Argyll Street, London, W.1, Incorporated Accountant.
 Date of Release—April 24, 1936.

UNDERWOOD, Florence Gertrude (Spinster) (trading as "C. UNDERWOOD"), 12, Barbican, London, E.C., **MILLINERY MANUFACTURER**, and residing at Trowlock Island, Teddington, Middlesex.
 Court—HIGH COURT OF JUSTICE.
 No. of Matter—442 of 1935.
 Trustee's Name, Address and Description—
 Park, C. Bruce, Bankruptcy Buildings, Carey Street, London, W.C.2, Official Receiver.
 Date of Release—July 17, 1936.

UNGAR, Juda (described in the Receiving Order as Julius Engelstein (trading as J. ENGEL)), carrying on business at 193A, Whitechapel Road, E.1, and residing at 62, Upper Street, Islington, N.1, both London. **WHOLESALE and RETAIL CONFECTIONER and TOBACCONIST.**
 Court—HIGH COURT OF JUSTICE.
 No. of Matter—1,025 of 1934.
 Trustee's Name, Address and Description—
 Sunderland, Oliver Gordon, 15, Eastcheap, London, E.C.3, Chartered Accountant.
 Date of Release—May 13, 1936.

WEBB, Edith Charlotte (Widow), 15, Valmar Road, Camberwell, lately residing at "Theydon Croft," Glen Avenue, Herne Bay, carrying on business at 47, Camberwell Grove, Camberwell, formerly at The Oval Garage, Bowling Green Street, Kensington. **TAXI CAB PROPRIETOR.**
 Court—HIGH COURT OF JUSTICE.
 No. 34310

No. of Matter—1,007 of 1934.
 Trustee's Name, Address and Description—
 Rodgers, Robert Alexander, Dominion Buildings, South Place, London, E.C.2, Corporate Accountant.
 Date of Release—May 21, 1936.

WELSMAN, Isidore, residing at 7, Brondesbury Park, Brondesbury, N.W.6, **COSTUMIER and FURRIER**, and carrying on business as **MAISON WELSMAN and The LABRADOR FUR STORES**, at 19A, Harrington Road, and 12-14, Glendower Place, both South Kensington, all London.
 Court—HIGH COURT OF JUSTICE.
 No. of Matter—463 of 1932.
 Trustee's Name, Address and Description—
 Arthur, Benjamin George, 69-73, Cannon Street, London, E.C., Chartered Secretary.
 Date of Release—June 26, 1936.

WHITEHEAD, William James, 63, The Broadway, Cricklewood, London, N.W. **BAKER and CONFECTIONER.**
 Court—HIGH COURT OF JUSTICE.
 No. of Matter—972 of 1934.
 Trustee's Name, Address and Description—
 Sunderland, Oliver Gordon, 15, Eastcheap, London, E.C.3, Chartered Accountant.
 Date of Release—July 14, 1936.

WYLIE, Robert Thomas (trading as A. DARCH), of and lately residing and carrying on business at 72, Praed Street, London, W.2, **CHEMIST**, and now an inmate at The Brompton Hospital for Consumption, Fulham, London, S.W.3.
 Court—HIGH COURT OF JUSTICE.
 No. of Matter—919 of 1935.
 Trustee's Name, Address and Description—
 Park, C. Bruce, Bankruptcy Buildings, Carey Street, London, W.C.2, Official Receiver.
 Date of Release—July 17, 1936.

ZWEIG, Harry, of and lately carrying on business at 38, Cambridge Road, Bethnal Green, E. **MANUFACTURING FURRIER.**
 Court—HIGH COURT OF JUSTICE.
 No. of Matter—1,275 of 1932.
 Trustee's Name, Address and Description—
 Arthur, Benjamin George, 69-73, Cannon Street, London, E.C.4, Chartered Secretary.
 Date of Release—May 21, 1936.

GODDARD, Jack, residing at 172, Market Street, Ashton-under-Lyne, in the county of Lancaster, and carrying on business at 48A, Bell Street, Lower Openshaw, in the city of Manchester, in the said county of Lancaster, under the style or firm of "WRIGHT & GODDARD." **COAL MERCHANT.**
 Court—ASHTON-UNDER-LYNE and STALY-BRIDGE.
 No. of Matter—13 of 1935.
 Trustee's Name, Address and Description—
 Milward, Percy Manley, Byrom Street, Manchester 3, Official Receiver.
 Date of Release—July 16, 1936.

HARROLD, James Macpherson Russell, 29, St. Helen's Street, Elsecar, near Barnsley, Yorkshire, and carrying on business at 29, St. Helen's Street, Elsecar aforesaid, under the style or firm of "JAMES HARROLD," as a **MASTER PAINTER.**
 Court—BARNSELEY.
 No. of Matter—17 of 1935.
 Trustee's Name, Address and Description—
 Briggs, Basil Shaw, 13, Burton Street, Wakefield, Official Receiver.
 Date of Release—June 18, 1936.

HAWLEY, George William Fenton, 19, Knowle Road, Worsborough Dale, near Barnsley, Yorkshire. **HAIRDRESSER** (unemployed).

Court—**BARNSELEY**.

No. of Matter—20 of 1935.

Trustee's Name, Address and Description—**Briggs**, Basil Shaw, 13, Burton Street, Wakefield, Official Receiver.

Date of Release—July 20, 1936.

HINSON, Frank, residing at 24, High Street, Silsoe, in the county of Bedford, and carrying on business at The George Hotel, Silsoe aforesaid. **GARAGE PROPRIETOR**.

Court—**BEDFORD**.

No. of Matter—12 of 1935.

Trustee's Name, Address and Description—**Bengough**, Thomas, 6, The Parade, Northampton, Official Receiver.

Date of Release—June 18, 1936.

FLETCHER, Adelaide (Spinster), residing at 317, Baldwins Lane, Hall Green, Birmingham, and lately residing and carrying on business at 325, Highfield Road, Hall Green, Birmingham. **LADIES' AND GENT'S OUTFITTER**.

Court—**BIRMINGHAM**.

No. of Matter—42 of 1935.

Trustee's Name, Address and Description—**Clark**, Rudolf Kynoch, Empire House, 159, Great Charles Street, Birmingham, Official Receiver.

Date of Release—June 22, 1936.

KIRBY, Thomas Ernest, 35, Stratford Street, Sparkbrook, 924, Stratford Road, Sparkhill, and 21, Little Broom Street, Camp Hill, all in the city of Birmingham. **BAKER and CONFECTIONER**.

Court—**BIRMINGHAM**.

No. of Matter—70 of 1934.

Trustee's Name, Address and Description—**Heaton**, John Howard, 95, Colmore Row, Birmingham 3, Chartered Accountant.

Date of Release—May 27, 1936.

ROBERTS, Archibald, 17, Streetsbrook Road, Shirley, Birmingham, in the county of Warwick. **BUILDING CONTRACTOR**.

Court—**BIRMINGHAM**.

No. of Matter—78 of 1934.

Trustee's Name, Address and Description—**Brown**, Archibald, 18, Bennetts Hill, Birmingham 2, Incorporated Accountant.

Date of Release—April 17, 1936.

GASH, Eric Falconer, Insurance Agent, and **GASH**, Elsie, his Wife, both of 9, Wyresdale Road, Bolton, in the county of Lancaster, lately residing at 5, Hampden Street, Bolton aforesaid, previously residing and carrying on business in co-partnership at 105, School Hill, Bolton aforesaid, under the name or style of **E. F. GASH. TOBACCONISTS and STATIONERS**.

Court—**BOLTON**.

No. of Matter—21 of 1935.

Trustee's Name, Address and Description—**Milward**, Percy Manley, Byrom Street, Manchester 3, Official Receiver.

Date of Release—July 13, 1936.

HOARE, William Edward Ivor, Saltwick, Banks Road, Sandbanks, Dorset, and **HOARE**, Walter Goronwy, Pentre, Sandbanks Road, Parkstone, Dorset, and the estate **HOARE**, Walter, deceased, late of The Meadow, Wick, Bournemouth, in the county of Hants, lately carrying on business in partnership under the style or firm of **WALTER HOARE & SONS**, at Avon Works, Avon Road, Bournemouth aforesaid as **BUILDERS**.

Court—**BOURNEMOUTH**.

No. of Matter—1 of 1933. (Under Order of Consolidation of Proceedings.)

Trustee's Name, Address and Description—**Bicker**, Hedley John, Exchange Buildings, Upper Hinton Road, Bournemouth, Incorporated Accountant.

Date of Release—June 11, 1936.

SMITH, Walter Ernest William, residing at 2, Oakwood Road, Moordown, Bournemouth, Hants, lately carrying on business at 10, Luther Road, Winton, Bournemouth, and 53, Alma Road, Winton, Bournemouth aforesaid. **UPHOLSTERER**.

Court—**BOURNEMOUTH**.

No. of Matter—39 of 1935.

Trustee's Name, Address and Description—**Medcalf**, Alexander Lauder, 10, Rockstone Place, Southampton, Official Receiver.

Date of Release—July 16, 1936.

HEY, Arthur, residing at 49, Bertie Street, Dudley Hill, in the city of Bradford, lately residing and carrying on business at 17, Otley Road, Bradford aforesaid. **WHOLESALE and RETAIL TOBACCONIST**.

Court—**BRADFORD**.

No. of Matter—71 of 1935.

Trustee's Name, Address and Description—**Cresswell**, William Foy, Hallfield Chambers, 71, Manningham Lane, Bradford, Official Receiver.

Date of Release—July 9, 1936.

GEORGE, Henry, of "Crooksbury," East Wittering, Sussex. **JOBING BUILDER**.

Court—**BRIGHTON and LEWES** (at Brighton).

No. of Matter—36 of 1935.

Trustee's Name, Address and Description—**Fletcher**, Victor Robert, 8, Old Steine, Brighton, Official Receiver.

Date of Release—June 18, 1936.

HOROBIN, Florence Fanny Bertha (Married Woman), of "Dolhird," Goodwins Road, King's Lynn, in the county of Norfolk, lately residing at and carrying on business at Heathfield House, Hurst Road, Horsham, Sussex. **HOTEL PROPRIETRESS**.

Court—**BRIGHTON and LEWES** (at Brighton).

No. of Matter—22 of 1935.

Trustee's Name, Address and Description—**Fletcher**, Victor Robert, 8, Old Steine, Brighton, Official Receiver.

Date of Release—June 16, 1936.

MILLS, Frank Stuart, 51, Colston Street, St. Augustine's, Bristol. **TAILOR**.

Court—**BRISTOL**.

No. of Matter—21 of 1935.

Trustee's Name, Address and Description—**Wheeler**, Harold, 26, Baldwin Street, Bristol, Official Receiver.

Date of Release—July 10, 1936.

CLAMP, Gordon, Matlock House, High Street, Woodville, in the county of Derby. **HAULAGE CONTRACTOR**.

Court—**BURTON-ON-TRENT**.

No. of Matter—5 of 1933.

Trustee's Name, Address and Description—**Rogers**, Alfred Joseph, 22, Regent Street, Park Row, Nottingham, Official Receiver.

Date of Release—July 16, 1936.

PETIT, Herbert Arthur, residing at 3A, Sparhawk Street, Bury St. Edmunds, and carrying on business at 7, Ipswich Street, Bury St. Edmunds, as a **GROCER, BAKER and ICE CREAM MERCHANT**, as E. J. PETTIT & SON.

Court—BURY SAINT EDMUNDS.

No. of Matter—5 of 1934.

Trustee's Name, Address and Description—Gotelee, Harry Scotchmer, 9, Arcade Street, Ipswich, Official Receiver.

Date of Release—July 15, 1936.

LAWS, Agnes (Wife of John Laws), 22, Canterbury Road, Whitstable, in the county of Kent, **HARDWARE and DOMESTIC STORES PROPRIETRESS**, lately residing and carrying on business at 18, Canterbury Road, Whitstable aforesaid.

Court—CANTERBURY.

No. of Matter—25 of 1934.

Trustee's Name, Address and Description—Bendall, Frederick Ernest, 4, Charterhouse Square, London, E.C.1, Certified Accountant.

Date of Release—June 24, 1936.

PUGH, Magdalen, of Ffynnondeilo, Capel Isaac, Llandilo, in the county of Carmarthen. **FARMER.**

Court—CARMARTHEN.

No. of Matter—21 of 1934.

Trustee's Name, Address and Description—Thomas, Herbert Watkins, 4, Queen Street, Carmarthen, Official Receiver.

Date of Release—June 29, 1936.

ANDREWS, Arthur Edward, residing and carrying on business at 72, Rosemary Road, Clacton-on-Sea, in the county of Essex. **BUILDER.**

Court—COLCHESTER.

No. of Matter—8 of 1934.

Trustee's Name, Address and Description—Gotelee, Harry Scotchmer, 9, Arcade Street, Ipswich, Official Receiver.

Date of Release—June 18, 1936.

HEAP, Walter William, residing and carrying on business at Crown House, Dunchurch, in the county of Warwick. **BUILDER and CONTRACTOR.**

Court—COVENTRY.

No. of Matter—11 of 1935.

Trustee's Name, Address and Description—Bendall, Frederick Ernest, Midland Chambers, 3, Warwick Passage, Corporation Street, Birmingham 2, Certified Accountant.

Date of Release—June 11, 1936.

ALMEY, Leonard Arthur, 98, Ashbourne Road, in the county borough of Derby. **BUTCHER.**

Court—DERBY and LONG EATON.

No. of Matter—36 of 1935.

Trustee's Name, Address and Description—Rogers, Alfred Joseph, 22, Regent Street, Park Row, Nottingham, Official Receiver.

Date of Release—July 10, 1936.

BAUM, Allan Frederick, deceased, who resided at "Breedon View," Littleover, in the county of Derby, and carried on business as an **IRON and STEEL MERCHANT**, at River Street, and Stores Road, both in the county borough of Derby.

Court—DERBY and LONG EATON.

No. of Matter—1 of 1934.

Trustee's Name, Address and Description—Coope, William Ronald, Albion Chambers, King Street, Nottingham, Chartered Accountant.

Date of Release—May 27, 1936.

COPELAND, Albert Henry, of Derby Road, Shelton Lock, Chellaston, in the county of Derby. **BUILDER.**

Court—DERBY and LONG EATON.

No. of Matter—19 of 1934.

Trustee's Name, Address and Description—Rogers, Alfred Joseph, 22, Regent Street, Park Row, Nottingham, Official Receiver.

Date of Release—July 16, 1936.

RIGGS, Edwin Charles, trading as **EDWIN RIGGS & CO.**, 10, Millbrook Park, Chelston, Torquay, in the county of Devon. **BUILDER and CONTRACTOR.**

Court—EXETER.

No. of Matter—7 of 1934.

Trustee's Name, Address and Description—Fielding, Herbert Henry, 76, Fleet Street, Torquay, Chartered Accountant.

Date of Release—April 24, 1936.

HERCLIFFE, Harold, "Sunsyde," Sea Lane, Saltfleet, near Louth, and late of Mair Road, Grainthorpe, and Norman Cottage, North Somercotes, Lincolnshire. **BOOT and SHOE MAKER and REPAIRER and CYCLE AGENT.**

Court—GREAT GRIMSBY.

No. of Matter—54 of 1935.

Trustee's Name, Address and Description—Wintringham, John Fildes, St. Mary's Chambers, Great Grimsby, Official Receiver.

Date of Release—July 9, 1936.

TOMLINSON, Edward Arthur, 39, Cromwell Avenue, Great Grimsby, Lincolnshire. **JOINER.**

Court—GREAT GRIMSBY.

No. of Matter—25 of 1934.

Trustee's Name, Address and Description—Wintringham, John Fildes, St. Mary's Chambers, Great Grimsby, Official Receiver.

Date of Release—May 29, 1936.

GOAD, Gertrude Sophia, 3, Sydenham Hill Road, Sydenham, in the county of Kent. **PROPRIETOR of Canine Boarding Kennels.**

Court—GREENWICH.

No. of Matter—5 of 1931.

Trustee's Name, Address and Description—Waterer, Clarence Roy, 29, Russell Square, London, W.C.1, Official Receiver.

Date of Release—June 22, 1936.

ELDRIDGE, Harry, residing and carrying on business at 215, Bank Top Farm, Southowram, Halifax, in the county of York, formerly residing and carrying on business at Shibden Head Farm, Ambler Thorn, near Halifax aforesaid, and at Lower Lined House Farm, Shibden, Halifax aforesaid. **FARMER.**

Court—HALIFAX.

No. of Matter—18 of 1935.

Trustee's Name, Address and Description—Cresswell, William Foy, Hallfield Chambers, 71, Manningham Lane, Bradford, Official Receiver.

Date of Release—July 9, 1936.

HOLMES, Norman, residing at 22, Sunwood Terrace, Shelf, near Halifax, in the county of York, lately residing and carrying on business at 1, Montague Street, Sowerby New Road, Sowerby Bridge, in the said county, and formerly residing at 97, Rastrick Common, Brighouse, in the said county, and at 4, Nelson Place, Sowerby Bridge aforesaid. **GROCER and GENERAL DEALER.**

Court—HALIFAX.

No. of Matter—16 of 1935.

Trustee's Name, Address and Description—Cresswell, William Foy, Hallfield Chambers, 71, Manningham Lane, Bradford, Official Receiver.

Date of Release—July 10, 1936.

HADDON, Walter, "Fieldhurst," Leeds Road, Pannal. **ENGINEER**.
 Court—**HARROGATE**.
 No. of Matter—1 of 1935.
 Trustee's Name, Address and Description—
 Kay, William Arthur, 17, High Ousegate,
 York, Official Receiver.
 Date of Release—July 16, 1936.

HARDISTY, John Edgar, 6, North Road, Ripon, in the county of York, and lately residing and carrying on business as a **PORK BUTCHER**, at 29, Westgate, Ripon, in the said county of York.
 Court—**HARROGATE**.
 No. of Matter—26 of 1935.
 Trustee's Name, Address and Description—
 Kay, William Arthur, 17, High Ousegate,
 York, Official Receiver.
 Date of Release—June 24, 1936.

HIGNETT, Samuel Crosby, 4, Park Avenue, Harrogate, in the county of York.
 Court—**HARROGATE**.
 No. of Matter—14 of 1934.
 Trustee's Name, Address and Description—
 Baker, Charles Henry, York House, 3, Alfred Street, Boar Lane, Leeds, Accountant.
 Date of Release—May 27, 1936.

DEARNLEY, Norman, residing and carrying on business at 1008, Manchester Road, Linthwaite, near Huddersfield, in the county of York. **TAILOR and DRAPER**.
 Court—**HUDDERSFIELD**.
 No. of Matter—3 of 1934.
 Trustee's Name, Address and Description—
 Langmaid, Frederick Harold, Hallfield Chambers, 71, Manningham Lane, Bradford, Official Receiver.
 Date of Release—June 8, 1936.

FREWER, Arthur Grey, residing at 3, Bernard Crescent, Ipswich, in the county of Suffolk, and carrying on business at 83, Woodbridge Road, Ipswich aforesaid, under the name of **C. L. FREWER. STONE MASON**.
 Court—**IPSWICH**.
 No. of Matter—11 of 1935.
 Trustee's Name, Address and Description—
 Gotelee, Harry Scotchmer, 9, Arcade Street, Ipswich, Official Receiver.
 Date of Release—June 12, 1936.

MAYES, Frederick William Augustus, 93, Morland Road, Ipswich, in the county of Suffolk. **POSTMAN**.
 Court—**IPSWICH**.
 No. of Matter—30 of 1933.
 Trustee's Name, Address and Description—
 Gotelee, Harry Scotchmer, 9, Arcade Street, Ipswich, Official Receiver.
 Date of Release—July 20, 1936.

WARDLEY, Arthur William, The Stores, Tattingstone, in the county of Suffolk, **SHOP-KEEPER**, also trading at The Stores, Tattingstone aforesaid, as a **BEER ON LICENCE HOLDER**.
 Court—**IPSWICH**.
 No. of Matter—20 of 1932.
 Trustee's Name, Address and Description—
 Gotelee, Harry Scotchmer, 9, Arcade Street, Ipswich, Official Receiver.
 Date of Release—July 15, 1936.

BOUSFIELD, Edward, of Slackhead, Beetham, Milnthorpe, Westmorland. **JOINER and WHEELWRIGHT**.
 Court—**KENDAL**.
 No. of Matter—6 of 1934.
 Trustee's Name, Address and Description—
 Pearson, William Garenquieres, 16, Cornwallis Street, Barrow-in-Furness, Official Receiver.
 Date of Release—July 15, 1936.

DAVIES, Harold Hugo, The Manor House, Cleobury Mortimer, in the county of Salop, lately residing at The Whitehall Club, Shrewsbury, in the county of Salop, and at 9, Castle Gate, Shrewsbury aforesaid, lately carrying on business as **CHARLES SAVILLE**, at Coventry Chambers, Coventry Street, Kidderminster, in the county of Worcestershire. **COMMISSION AGENT**.
 Court—**KIDDERMINSTER**.
 No. of Matter—2 of 1934.
 Trustee's Name, Address and Description—
 Gough, James, 267-8, Castle Street, Dudley, Chartered Accountant.
 Date of Release—May 13, 1936.

GLARDON, Jean, residing at 56, Spring Bank, and carrying on business at 43 and 45, Porter Street, all in the city and county of Kingston-upon-Hull. **CATERER and FISH FRYER**.
 Court—**KINGSTON-UPON-HULL**.
 No. of Matter—59 of 1935.
 Trustee's Name, Address and Description—
 Stickney, Joseph Edward Danthorpe, 1, Parliament Street, Hull, Official Receiver.
 Date of Release—June 24, 1936.

HARRISON, Austen, formerly residing and carrying on business at 9, Stanmore Crescent, Burley, in the city of Leeds, but now residing and carrying on business at 110, Town Street, Horsforth, near Leeds aforesaid. **ELECTRICAL ENGINEER and CONTRACTOR**.
 Court—**LEEDS**.
 No. of Matter—37 of 1935.
 Trustee's Name, Address and Description—
 Bowling, Harry Clifford, 24, Bond Street, Leeds, Official Receiver.
 Date of Release—July 9, 1936.

LEVY, Isaac, residing at 12, Sholebroke Avenue, Leeds, and carrying on business at 23, York Place, Leeds, under the style of "**LEVY BROS.**" **CLOTH MERCHANT**.
 Court—**LEEDS**.
 No. of Matter—21 of 1932.
 Trustee's Name, Address and Description—
 Baker, Charles Henry, York House, 3, Alfred Street, Boar Lane, Leeds, Accountant.
 Date of Release—July 6, 1936.

SHELTON, Samuel Berry, residing and carrying on business at Cleasby Road, Menston in Wharfedale, in the county of York. **BAKER and CONFECTIONER**.
 Court—**LEEDS**.
 No. of Matter—72 of 1935.
 Trustee's Name, Address and Description—
 Bowling, Harry Clifford, 24, Bond Street, Leeds, Official Receiver.
 Date of Release—July 13, 1936.

ARNSBY, Frederick Charles, residing and carrying on business at 215, Scafford Road, Melton Mowbray, in the county of Leicester. **HAULAGE CONTRACTOR**.
 Court—**LEICESTER**.
 No. of Matter—34 of 1935.
 Trustee's Name, Address and Description—
 Barlow, Evan, 1, Berridge Street, Leicester, Official Receiver.
 Date of Release—July 9, 1936.

MacLAUGHLIN, Thomas Harold Kirkpatrick, residing and practising at 57, Welford Road, Leicester. **MEDICAL PRACTITIONER.**

Court—**LEICESTER.**

No. of Matter—58 of 1932.

Trustee's Name, Address and Description—Carr, Edgar Ronald, 10, Gallowtree Gate, Leicester, Incorporated Accountant.

Date of Release—April 24, 1936.

GENNER, Vincent James, residing at The Laurels, Clee Hill, in the parish of Caynham, in the county of Salop, and carrying on business at The Stores, Clee Hill aforesaid. **BUTCHER and BAKER.**

Court—**LEOMINSTER.**

No. of Matter—4 of 1935.

Trustee's Name, Address and Description—Wallis, Owen Bernard, 133, Saint Owen Street, Hereford, Official Receiver.

Date of Release—July 20, 1936.

SIMPSON, Sam, residing at Alma House, Willingham-by-Stow, and carrying on business at 22, Market Place, Gainsborough, both in the county of Lincoln. **BOOKSELLER, STATIONER and SPORTS GOODS DEALER.**

Court—**LINCOLN and HORNCASTLE.**

No. of Matter—2 of 1935.

Trustee's Name, Address and Description—White, Augustus Granville, 73, Cheapside, London, E.C.2, Chartered Accountant.

Date of Release—June 26, 1936.

OULTON, Joseph George (described in the Receiving Order as Joseph Oulton), of 74, Carisbrooke Road, Walton, Liverpool, in the county of Lancaster, and lately carrying on business at 15, Brasenose Road, Liverpool aforesaid. **SOAP DEALER.**

Court—**LIVERPOOL.**

No. of Matter—43 of 1935.

Trustee's Name, Address and Description—Allcorn, James, Government Buildings, Victoria Street, Liverpool, Official Receiver.

Date of Release—July 15, 1936.

STARNES, Bertie Thomas, 67, Edinburgh Street, Liverpool, in the county of Lancaster, and carrying on business at 140, Mill Street, Liverpool aforesaid, under the style or firm of "W. STARNES." **GENERAL DEALER.**

Court—**LIVERPOOL.**

No. of Matter—40 of 1934.

Trustee's Name, Address and Description—Airey, John, 8, Victoria Street, Liverpool, Incorporated Accountant.

Date of Release—May 21, 1936.

WEBSTER, Joseph, residing at 27, Snowdrop Street, Kirkdale, and carrying on business at 65, Moss Lane, Orrell Park, and 231, Warbreck Moor, Aintree, all in Liverpool, in the county of Lancaster. **ELECTRICAL and RADIO DEALER.**

Court—**LIVERPOOL.**

No. of Matter—31 of 1934.

Trustee's Name, Address and Description—Balmforth, Cyril Edmund, 719, James Street, Liverpool, Chartered Accountant.

Date of Release—June 24, 1936.

HONEY, Frederick George, Clacketts Farm House, Birling, in the county of Kent. **FARMER.**

Court—**MAIDSTONE.**

No. of Matter—6 of 1935.

Trustee's Name, Address and Description—Wells, Frank Charles, 280A, High Street, Rochester, Official Receiver.

Date of Release—July 10, 1936.

BOARDMAN, Tom, residing at 9, Nevin Road, New Moston, in the city of Manchester, and **WASS, Samuel Hartley**, residing at 18, Nevin Road, New Moston aforesaid, carrying on business in co-partnership as "BOARDMAN & WASS," at 9, Nevin Road, New Moston aforesaid. **PAINTERS and DECORATORS.**

Court—**MANCHESTER.**

No. of Matter—74 of 1935.

Trustee's Name, Address and Description—Langmaid, Frederick Harold, Byrom Street, Manchester 3, Senior Official Receiver.

Date of Release—July 20, 1936.

GUISE, Henry John, residing at 12, Stanley Street, Moss Side, Manchester, in the county of Lancaster, and formerly residing at "Springbank," 13, Humphrey Street, Crumpsall, in the county of Lancaster, and 68, Crescent Road, Crumpsall aforesaid, and 370, Bury New Road, Salford, in the county of Lancaster, and lately carrying on business at 79, Corporation Street, and 22, Piccadilly, Manchester, both in the said county of Lancaster. **CONSULTING ENGINEER and ARCHITECT.**

Court—**MANCHESTER.**

No. of Matter—41 of 1935.

Trustee's Name, Address and Description—West, Leslie Arthur, Byrom Street, Manchester 3, Senior Official Receiver.

Date of Release—June 29, 1936.

JEE, John (Junior), 9, Belgrave Road, Chorlton-cum-Hardy, Manchester, carrying on business at 1270, Ashton Old Road, Openshaw, and 22, Clayton Lane, Gorton, both Manchester, and 143-145, Tatton Street, Salford. **PAWNBROKER.**

Court—**MANCHESTER.**

No. of Matter—83 of 1934.

Trustee's Name, Address and Description—Nixon, William Alfred, 31, Victoria Buildings, St. Mary's Gate, Manchester 1, Chartered Accountant.

Date of Release—May 27, 1936.

ADAMS, Rose Mary (Widow), residing at 24, Lovaine Place, Newcastle-upon-Tyne, and trading at 65, New Bridge Street, Newcastle-upon-Tyne, under the style of "JACK ADAMS," as a **CYCLE DEALER.**

Court—**NEWCASTLE-UPON-TYNE.**

No. of Matter—20 of 1935.

Trustee's Name, Address and Description—Smith, Robert Elliott, 2, Saville Place, Newcastle-upon-Tyne, Chartered Accountant.

Date of Release—July 14, 1936.

GRIFFITHS, Alfred James, now residing at 2F, Rectory Road, Crumlin, in the county of Monmouth, and formerly residing and carrying on business at 1, Commercial Road, Crumlin aforesaid. **MILK VENDOR.**

Court—**NEWPORT (Mon.).**

No. of Matter—5 of 1935.

Trustee's Name, Address and Description—Betts, Reginald, 34, Park Place, Cardiff, Official Receiver.

Date of Release—July 20, 1936.

RICE, Frank, "Mimosa," Cromwell Road, Rushden, in the county of Northampton, and **LEWIS, Charles Horace**, 39, Westfields Street, Higham Ferrers, in the said county of Northampton, and **BLACKWELL, Thomas Harold**, 36, College Street, Higham Ferrers aforesaid, trading in co-partnership under the style or firm of "THE LEGION BOOT WORKS." **BOOT and SHOE MANUFACTURERS.**

Court—**NORTHAMPTON.**

No. of Matter—8 of 1934.

Trustee's Name, Address and Description—Chater, Thomas Farey, Bank Chambers, High Street, Kettering, Chartered Accountant.

Date of Release—June 11, 1936.

BARRATT, Neville, residing at "Ivy Bank," 101, Burton Road, Carlton, Nottinghamshire, and carrying on business at Burton Road, Carlton aforesaid. **MOTOR GARAGE PROPRIETOR.**
Court—NOTTINGHAM.
 No. of Matter—18 of 1935.
 Trustee's Name, Address and Description—
 Rogers, Alfred Joseph, 22, Regent Street,
 Park Row, Nottingham, Official Receiver.
 Date of Release—July 10, 1936.

BOSS, John Paulson, trading as "THE SILK SHOP," residing at "Invergarry," Papplewick Lane, Linby, in the county of Nottingham, and carrying on business at 5, Radford Road, in the city of Nottingham. **SILK and FABRIC MERCHANT.**
Court—NOTTINGHAM.
 No. of Matter—53 of 1935.
 Trustee's Name, Address and Description—
 Rogers, Alfred Joseph, 22, Regent Street,
 Park Row, Nottingham, Official Receiver.
 Date of Release—July 13, 1936.

HIBBERT, Claude Eric, residing and carrying on business at "Maison Blonde," Derby Road, East Kirkby, lately residing and carrying on business at 12, Bentinck Street, Annesley Woodhouse, both in Nottinghamshire. **Bricklayer, lately BUILDER and CONTRACTOR.**
Court—NOTTINGHAM.
 No. of Matter—40 of 1935.
 Trustee's Name, Address and Description—
 Rogers, Alfred Joseph, 22, Regent Street,
 Park Row, Nottingham, Official Receiver.
 Date of Release—July 13, 1936.

BOOTH, Fred, residing and carrying on business at 21, Boarshaw Lane, Middleton, in the county of Lancaster. **LADIES' and GENTLEMEN'S OUTFITTER.**
Court—OLDHAM.
 No. of Matter—15 of 1935.
 Trustee's Name, Address and Description—
 Milward, Percy Manley, Byrom Street, Manchester 3, Official Receiver.
 Date of Release—July 16, 1936.

FIELD, Hyacinth Lloyd, The Greyhound Hotel, Folkingham, in the county of Lincoln. **HOTEL PROPRIETOR.**
Court—PETERBOROUGH.
 No. of Matter—1 of 1931.
 Trustee's Name, Address and Description—
 Gillman, Arthur Charles, 103, Cannon Street, London, E.C.4, Incorporated Accountant.
 Date of Release—June 26, 1936.

HANDSON, Mabel Annie, Married Woman, residing and carrying on business at 86, High Street, Huntingdon, as "HANDSON'S," **FURNITURE DEALER (the Wife of Ronald Handson).**
Court—PETERBOROUGH.
 No. of Matter—28 of 1933.
 Trustee's Name, Address and Description—
 Wilkinson, John Longfellow, 41, Sidney Street, Cambridge, Official Receiver.
 Date of Release—May 21, 1936.

MARSDEN, Bernard Vincent, 221, Lincoln Road, Peterborough, in the county of Northampton. **INSURANCE BROKER.**
Court—PETERBOROUGH.
 No. of Matter—22 of 1930.
 Trustee's Name, Address and Description—
 Sutcliffe, Alfred, Queen Street Chambers, Peterborough, Accountant.
 Date of Release—June 24, 1936.

BARTLETT, Ronald John, 3, Wyndham Square, Plymouth, **MOTOR ENGINEER**, trading as **BARTLETT'S COACH and MOTOR WORKS**, 25, Belmont Square, Plymouth.
Court—PLYMOUTH.
 No. of Matter—3 of 1934.
 Trustee's Name, Address and Description—
 Smith, Cecil Ernest Borlase Macfarlane, 1, Athenaeum Terrace, Plymouth, Devon, Chartered Accountant.
 Date of Release—July 6, 1936.

LLOYD, Bethuel Evan, residing at 12, Maindy Crescent, Ton Pentre, in the county of Glamorgan, **DRUGGIST**, and carrying on business at Gwynfi Drug Stores, Abergwynfi, in the said county.
Court—PONTYPRIDD, YSTRADYFODWG and PORTH.
 No. of Matter—1 of 1936.
 Trustee's Name, Address and Description—
 Betts, Reginald, 34, Park Place, Cardiff, Official Receiver.
 Date of Release—July 9, 1936.

WHITE, Willcie, residing and carrying on business at 1, North Lodge Road, Branksome, in the county of Dorset. **BUILDER.**
Court—POOLE and BOURNEMOUTH.
 No. of Matter—19 of 1932.
 Trustee's Name, Address and Description—
 Thomas, William, 1, Yelverton Road, Bournemouth, Incorporated Accountant.
 Date of Release—June 11, 1936.

DONALD, Florence Rollo, Kneller Court, Fareham, in the county of Hants, **RETAILER of Inhalation Lamps.** (Wife of William Stirling Donald, Gentleman.)
Court—PORTSMOUTH.
 No. of Matter—27 of 1933.
 Trustee's Name, Address and Description—
 Medcalf, Alexander Lauder, 87, High Street, Portsmouth, Official Receiver.
 Date of Release—June 16, 1936.

CULLEY, Edward, of "Langford," Barkham Ride, Wokingham, and carrying on business at 15, Station Road, Wokingham, in the county of Berks. **JOINERY MANUFACTURER.**
Court—READING.
 No. of Matter—4 of 1934.
 Trustee's Name, Address and Description—
 Francis, Oswald Spencer, 8, The Forbury, Reading, Chartered Accountant.
 Date of Release—May 27, 1936.

TAYLOR, Harold Chadwick, residing at "South View," St. Anns Road, Prestwich, Manchester, in the county of Lancaster, **ANALYTICAL CHEMIST**, and carrying on business at The Laboratories, Bury New Road, Prestwich aforesaid.
Court—SALFORD.
 No. of Matter—39 of 1934.
 Trustee's Name, Address and Description—
 West, Leslie Arthur, Byrom Street, Manchester 3, Senior Official Receiver.
 Date of Release—July 20, 1936.

TOMLINSON, William, now residing at 39, Lambert Street, in the city of Manchester, **MOTOR DRIVER**, lately residing at 29, Lancaster Avenue, Whitefield, in the county of Lancaster, and formerly residing at 244, Great Clowes Street, Salford aforesaid.
Court—SALFORD.
 No. of Matter—20 of 1935.
 Trustee's Name, Address and Description—
 Langmaid, Frederick Harold, Byrom Street, Manchester 3, Senior Official Receiver.
 Date of Release—July 20, 1936.

MEECH, Stanley James, "Ventour," Seymour Road, Northfield, Ringwood, in the county of Hants, SALESMAN, formerly residing and carrying on business at "Pixies," Fordingbridge, in the said county of Hants.
Court—SALISBURY.
No. of Matter—15 of 1935.
Trustee's Name, Address and Description—Jones, Henry Thomas, 12, Rolleston Street, Salisbury, Official Receiver.
Date of Release—July 13, 1936.

HARWOOD, Sarah Ann, 23, Rothbury Street, Scarborough, in the county of York (Married Woman), and **STORRY**, Mark Lewis, Central Garage, Columbus Ravine, Scarborough aforesaid, GARAGE PROPRIETOR, carrying on business in partnership under the style or firm of "STORRYS," at Central Garage, Columbus Ravine, Scarborough aforesaid, as Garage Proprietors.
Court—SCARBOROUGH.
No. of Matter—7 of 1935.
Trustee's Name, Address and Description—Snowball, John Stanley, Bank Chambers, Scarborough, Official Receiver.
Date of Release—June 12, 1936.

SWALES, George William, residing and carrying on business at 17, George Street, Whitby, in the county of York. MILK RETAILER.
Court—SCARBOROUGH.
No. of Matter—22 of 1935.
Trustee's Name, Address and Description—Snowball, John Stanley, Bank Chambers, Scarborough, Official Receiver.
Date of Release—July 16, 1936.

GOUGH, Lucy (Married Woman), residing and carrying on business at 36, Doncaster Road, Goldthorpe, in the county of York, as a WALLPAPER, GLASS and CHINA DEALER.
Court—SHEFFIELD.
No. of Matter—68 of 1935.
Trustee's Name, Address and Description—Clegg, Leonard Johnson, 14, Figtree Lane, Sheffield 1, Official Receiver.
Date of Release—June 22, 1936.

GUYMER, Cyril, residing and carrying on business at 521, Abbeydale Road, Sheffield, in the county of York. GROCER and PROVISION DEALER.
Court—SHEFFIELD.
No. of Matter—82 of 1935.
Trustee's Name, Address and Description—Clegg, Leonard Johnson, 14, Figtree Lane, Sheffield 1, Official Receiver.
Date of Release—July 15, 1936.

HATTON, Henry, "Noah's Ark," 94, Crookes, in the city of Sheffield. LICENSED VICTUALLER.
Court—SHEFFIELD.
No. of Matter—67 of 1935.
Trustee's Name, Address and Description—Clegg, Leonard Johnson, 14, Figtree Lane, Sheffield 1, Official Receiver.
Date of Release—June 22, 1936.

HAYES, William Edward, residing at 6, Pitsmoor Road, Sheffield, in the county of York and carrying on business at 32 and 34, Bridgehouses, Sheffield aforesaid. PRINTER.
Court—SHEFFIELD.
No. of Matter—85 of 1935.
Trustee's Name, Address and Description—Clegg, Leonard Johnson, 14, Figtree Lane, Sheffield 1, Official Receiver.
Date of Release—July 15, 1936.

HUTCHINSON, George, residing and carrying on business at "Moat Farm," Wickersley, near Rotherham, in the county of York. FARMER.
Court—SHEFFIELD.
No. of Matter—106 of 1934.
Trustee's Name, Address and Description—Clegg, Leonard Johnson, 14, Figtree Lane, Sheffield 1, Official Receiver.
Date of Release—May 21, 1936.

JACKSON, John, of Houghton Road, Thurnscoe, near Rotherham, Yorks, and carrying on business at the same address, as a BUILDER and CONTRACTOR.
Court—SHEFFIELD. (By Order of Transfer of Proceedings.)
No. of Matter—33 of 1932.
Trustee's Name, Address and Description—Craig, Donald, 3, Hartshead, Sheffield 1, Incorporated Accountant.
Date of Release—May 13, 1936.

MAYOR, Joseph Fletcher Gardner, residing at 117, Sycamore House Road, Sheffield, in the county of York, and carrying on business as JOSEPH MAYOR (SHEFFIELD) TOOLS CO., at 94, Arundel Street, Sheffield aforesaid. TOOL MERCHANT.
Court—SHEFFIELD.
No. of Matter—99 of 1935.
Trustee's Name, Address and Description—Clegg, Leonard Johnson, 14, Figtree Lane, Sheffield 1, Official Receiver.
Date of Release—July 15, 1936.

PALMER, Annie Elizabeth (Spinster), and **GIFFORD**, Winifred Vera (Married Woman), both residing at 11, Broom Crescent, Rotherham, in the county of York, and carrying on business in partnership under the style or firm of "UPSTONES," at Imperial Buildings, Rotherham aforesaid. SEEDSMEN and FLORISTS.
Court—SHEFFIELD.
No. of Matter—88 of 1934.
Trustee's Name, Address and Description—Clegg, Leonard Johnson, 14, Figtree Lane, Sheffield 1, Official Receiver.
Date of Release—June 29, 1936.

WATSON, Alastair Stuart, described in the Receiving Order as A. S. (Watson (Male)), 119, Valkyrie Road, Westcliff-on-Sea, in the county of Essex. VETERINARY SURGEON.
Court—SOUTHEND.
No. of Matter—26 of 1933.
Trustee's Name, Address and Description—Booth, Parkin Stanley, Kimberley House, Holborn Viaduct, London, E.C., Certified Accountant.
Date of Release—July 14, 1936.

BURN, James, 57, Julian Avenue, South Shields, in the county of Durham. PILOT.
Court—SUNDERLAND.
No. of Matter—15 of 1930.
Trustee's Name, Address and Description—Gray, Alan Jared, 3, Manor Place, Sunderland, Accountant.
Date of Release—July 6, 1936.

TUSTIAN, George Richard, 15, Broadway, South Cerney, Gloucestershire, formerly residing at The Bungalow, Southwick, near Trowbridge, Wiltshire, and then residing and carrying on business at Frenchay House, Biddestone, Wiltshire, and 2, Queen Villas, Box Road, Bathford, Bath, formerly a BUILDER, but now of no occupation.
Court—SWINDON.
No. of Matter—4 of 1935.
Trustee's Name, Address and Description—Collins, Arthur, 28, Baldwin Street, Bristol, Chartered Accountant.
Date of Release—July 14, 1936.

MOORE, John Edwin Faull, Bosvarren, Constantine, Cornwall. FARMER.
Court—TRURO and FALMOUTH.
No. of Matter—23 of 1935.
Trustee's Name, Address and Description—
Hancock, George Coulter, 12, Princes Street,
Truro, Official Receiver.
Date of Release—July 20, 1936.

PEARCE, Leslie Ernest, Ivy House Farm, Southborough, Kent, and carrying on business at 48, St. John's Road, Tunbridge Wells, Kent, as "ST. JOHN'S ELECTRICAL CO." ELECTRICAL ENGINEER.
Court—TUNBRIDGE WELLS.
No. of Matter—7 of 1934.
Trustee's Name, Address and Description—
Orbell, Alfred Everard, 6 and 7, Old Steine, Brighton, Accountant.
Date of Release—June 11, 1936.

FEATHERSTONE, John, 87, King Lane, in the city of Leeds, BUILDER and CONTRACTOR, lately residing at 21, Hardwick Road, Carleton, near Pontefract, Yorkshire.
Court—WAKEFIELD.
No. of Matter—40 of 1935.
Trustee's Name, Address and Description—
Briggs, Basil Shaw, 13, Burton Street, Wakefield, Official Receiver.
Date of Release—July 20, 1936.

GELDER, Thomas Victor, residing at 1, Humber Place, Manor Road, Horbury, Yorkshire, and carrying on business at 45, High Street, Horbury aforesaid, as a CYCLE and WIRELESS DEALER.
Court—WAKEFIELD.
No. of Matter—6 of 1936.
Trustee's Name, Address and Description—
Briggs, Basil Shaw, 13, Burton Street, Wakefield, Official Receiver.
Date of Release—July 20, 1936.

TAYLOR, Joseph Steel, residing at Watgate, Pontefract, in the county of York, and carrying on business at Market Hall, Pontefract aforesaid. BUTCHER.
Court—WAKEFIELD.
No. of Matter—24 of 1934.
Trustee's Name, Address and Description—
Bentley, Horace. Knottingley, Yorks. Auctioneer.
Date of Release—June 24, 1936.

VINCENT, Arthur, 118, Battersea Park Road, London, S.W., and lately trading at 23, Black Bull Road, Folkestone, Kent. DAIRYMAN'S MANAGER.
Court—WANDSWORTH.
No. of Matter—41 of 1932.
Trustee's Name, Address and Description—
Pinn-Kelcey, Hubert Francis, Estate Offices, Lyminge, Kent, Auctioneer.
Date of Release—May 13, 1936.

WARD, William Nathaniel (described in the Receiving Order as William Ward), 56, Ansell Road, Upper Tooting, S.W., in the county of Surrey. WORKS FOREMAN.
Court—WANDSWORTH.
No. of Matter—33 of 1931.
Trustee's Name, Address and Description—
Waterer Clarence Roy, 29, Russell Square, London, W.C.1, Official Receiver.
Date of Release—June 18, 1936.

ROBBINS, Edward, and ROBBINS, Maurice Edward, both residing and carrying on business at Station Road, Clutton, Somerset, and trading as "E. ROBBINS & SON." BUILDERS.
Court—WELLS.
No. of Matter—6 of 1934 (under Order for Consolidation of Proceedings).
Trustee's Name, Address and Description—
Collins, Arthur, 28, Baldwin Street, Bristol, Chartered Accountant.
Date of Release—June 11, 1936.

WOODLEY, Arthur, Winchfield House, High Street, Iwer, in the county of Bucks, and WOODLEY, Alfred George (described in the Receiving Order as Alfred Woodley), of Montrose, Cowley, Peachey, in the county of Middlesex. CATTLE DEALERS.
Court—WINDSOR.
No. of Matter—24A of 1934 (by Order of Transfer of Proceedings).
Trustee's Name, Address and Description—
Simmons, Joseph Bruce, 8, Forbury, Reading, Official Receiver.
Date of Release—July 10, 1936.

FISHER, Albert Oliver, residing at 3, Newbridge Crescent, Wolverhampton, in the county of Stafford, and formerly carrying on business as SEAGER & COMPANY, at Carlton Works, Gozzard Street, Bilston, in the county of Stafford, as a JAPANNER.
Court—WOLVERHAMPTON.
No. of Matter—21 of 1935.
Trustee's Name, Address and Description—
Clark, Rudolf Kynoch, Empire House, 159, Great Charles Street, Birmingham, Official Receiver.
Date of Release—July 15, 1936.

IDIENS, John Edwards, residing at "Sunnybank," Lapley, in the county of Stafford, and carrying on business at Longnor Farm, Lapley aforesaid. FARMER.
Court—WOLVERHAMPTON.
No. of Matter—4 of 1933.
Trustee's Name, Address and Description—
Williams, Arthur, Bank Passage, Stafford, Auctioneer.
Date of Release—June 11, 1936.

MAYO, William Henry, residing at Hillside, West Malvern, in the county of Worcester, and carrying on business at Abbey Gateway, Malvern, and Church Street, Malvern, as an ESTATE AGENT, under the name of MAYO AND MAYO.
Court—WORCESTER.
No. of Matter—15 of 1933.
Trustees' Names, Addresses and Descriptions—
Bull, George William, 51, Foregate Street, Worcester, Incorporated Accountant, and Kendall, William John Charles, Lytleton House, Great Malvern, Worcester, Chartered Accountant.
Date of Release—May 21, 1936.

GEORGE, Howard, residing at 29, The Avenue, Stoke-under-Ham, Somerset, GROCER, and carrying on business at Earle Street, Yeovil, Somerset.
Court—YEOVIL.
No. of Matter—9 of 1935.
Trustee's Name, Address and Description—
Jones, Henry Thomas, 12, Rolleston Street, Salisbury, Official Receiver.
Date of Release—July 13, 1936.

TEALE, John Henry, residing and carrying on business at 7, New Street, Selby, in the county of York, and previously residing at 20, Kitchener Street, Selby aforesaid, and lately carrying on business at Riley's Buildings, Ousegate, Selby aforesaid. **GROCER and PROVISION MERCHANT** (trading as "TEALE'S STORES").

Court—YORK.

No. of Matter—30 of 1935.

Trustee's Name, Address and Description—**Kay, William Arthur**, 17, High Ousegate, York, Official Receiver.

Date of Release—July 16, 1936.

INTENDED DIVIDENDS.

BARNARD, Walter Henry, a limited partnership firm registered pursuant to the provisions of the Limited Partnership Act, 1907, consisting of **Walter Henry Barnard**, as the sole general partner thereof, by the said **Walter Henry Barnard**, residing at 7, Sloane Street, city of Westminster, **METAL BROKER**, and carrying on business at 24, Lime Street, London, E.C.

Court—HIGH COURT OF JUSTICE.

No. of Matter—567 of 1931.

Last Day for Receiving Proofs—August 15, 1936.

Name of Trustee and Address—**Salaman, Frederick Seymour**, 1-2, Bucklersbury, London, E.C.4.

BARNES, Francis Ernest, 14, Mincing Lane, London. **MERCHANT.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—416 of 1907

Last Day for Receiving Proofs—Aug. 17, 1936.

Name of Trustee and Address—**West, L. A.**, Bankruptcy Buildings, Carey Street, London, W.C.2, Senior Official Receiver.

GRAYSON, Barbara Joyce Groombridge (Married), also known and described in the Receiving Order as **Barbara Robertson** (Spinster), lately residing at 16, Riverside, Sunbury-on-Thames, Middlesex, of no occupation, whose present address the Petitioning Creditors are unable to ascertain.

Court—HIGH COURT OF JUSTICE.

No. of Matter—144 of 1936.

Last Day for Receiving Proofs—Aug. 15, 1936.

Name of Trustee and Address—**Salaman, Frederick Seymour**, 1-2, Bucklersbury, London, E.C.4.

HARTMAN, Leo John, described in the Receiving Order as **Leo Hartman**, trading as **THEO HARTMAN & SONS**, 3, Featherstone Buildings, Holborn, London, E.C., lately carrying on business at 65 and 66, Basinghall Street, London, E.C.2. **CUTLERY MANUFACTURERS and HARDWARE MERCHANTS.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—599 of 1925.

Last Day for Receiving Proofs—Aug. 17, 1936.

Name of Trustee and Address—**Hood, S. W.**, Bankruptcy Buildings, Carey Street, London, W.C.2, Official Receiver.

HOWLEY, Gertrude Alice Dagmar, described in the Receiving Order as **Gertrude Howley**, commonly known as **Gertrude Lawrence**, Feme Sole, 4, Cumberland Place, Regents Park, London, N.W., lately residing at 42, Cheyne Walk, Chelsea, S.W.3. **ACTRESS.**

Court—HIGH COURT OF JUSTICE.

No. of Matter—113 of 1935.

Last Day for Receiving Proofs—Aug. 15, 1936.

Name of Trustee and Address—**Salaman, Frederick Seymour**, 1-2, Bucklersbury, London, E.C.4.

SHEPHERD, Willie, residing at 19, Sondeburg Road, Finsbury Park, London, and **WIGGETT, Albert**, residing at 33, Lorne Road, Stroud Green, London, and lately carrying on business in partnership as **SHEPHERD & WIGGETT**, at 19, Sondeburg Road, Finsbury Park aforesaid, and at Britannia Works, Popham Road, Islington, both London. **PIANOFORTE MANUFACTURERS.** (Joint Estate.)

Court—HIGH COURT OF JUSTICE.

No. of Matter—520 of 1928.

Last Day for Receiving Proofs—Aug. 17, 1936.

Name of Trustee and Address—**Bruce Park, C.**, Bankruptcy Buildings, Carey Street, London, W.C.2, Official Receiver.

WATSON, William, and **PFLEIDERER, Paul**, carrying on business as **WILLIAM WATSON & CO.**, at 7, Waterloo Place, Pall Mall, Westminster, 23, Water Street, Liverpool, Marseilles in France, Port Said in Egypt, Cape Town in Cape Colony, Durban in Natal, Johannesburg in the Transvaal, Bombay, Calcutta and Karachi in India. **BANKERS and EAST INDIA AGENTS.** (Joint Estate.)

Court—HIGH COURT OF JUSTICE.

No. of Matter—121 of 1904.

Last Day for Receiving Proofs—Aug. 17, 1936.

Name of Trustee and Address—**Bruce Park, C.**, Bankruptcy Buildings, Carey Street, London, W.C.2, Official Receiver.

THOMPSON, George, the Younger, residing at 29, Elm Road North, Prenton, in the county of Chester, lately residing at 24, Cambridge Road, Prenton aforesaid, and lately carrying on business at 1, Crosshall Street, in the city of Liverpool. **ADVERTISING AGENT.**

Court—BIRKENHEAD.

No. of Matter—2 of 1931.

Last Day for Receiving Proofs—Aug. 15, 1936.

Name of Trustee and Address—**Allcorn, James**, Government Buildings, Victoria Street, Liverpool 1, Official Receiver.

PARKER, Robert Kent, residing at "Ohio," Bredon's Norton, in the county of Worcester, and carrying on business at 80, New Street, in the city of Birmingham. **TEACHER of SINGING.**

Court—BIRMINGHAM.

No. of Matter—44 of 1930.

Last Day for Receiving Proofs—Aug. 17, 1936.

Name of Trustee and Address—**Clark, Rudolf Kynoch**, Empire House, 159, Great Charles Street, Birmingham 3, Official Receiver.

WARING, Thomas, 137, Wyrley Road, Witton, Birmingham, **PROFESSIONAL FOOTBALLER**, lately residing at 92, Streetly Road, Erdington, Birmingham aforesaid.

Court—BIRMINGHAM.

No. of Matter—51 of 1933.

Last Day for Receiving Proofs—Aug. 17, 1936.

Name of Trustee and Address—**Clark, Rudolf Kynoch**, Empire House, 159, Great Charles Street, Birmingham 3, Official Receiver.

LAW, Albert, and **LAW, Helena Gertrude** (described in the Receiving Order as **Nellie Law**), his Wife, both of 808, Christchurch Road, Boscombe, Hants, trading as **THE SOUTH-BOURNE CARRIAGE COMPANY** (a firm). **CYCLE and PERAMBULATOR DEALERS.** (Joint Estate.)

Court—BOURNEMOUTH.

No. of Matter—12 of 1928.

Last Day for Receiving Proofs—Aug. 18, 1936.

Name of Trustee and Address—**Medcalf, Alexander Lauder**, 10, Rockstone Place, Southampton, Official Receiver.

LORTON, Geoffrey Owen, "Fairlight Glen," Avenue Road, Bournemouth, Boarding House Proprietor, lately carrying on business as a **HOSIER** and **OUTFITTER**, at 23, St. Michael's Road, Bournemouth.

Court—**BOURNEMOUTH**.

No. of Matter—17 of 1922.

Last Day for Receiving Proofs—Aug. 17, 1936.

Name of Trustee and Address—Medcalf, Alexander Lauder, 10, Rockstone Place, Southampton, Official Receiver.

CRAVEN, Fred, residing at and carrying on business at 8, Norman Street, Bingley, in the county of York. **CARRIER** and **TAXI PROPRIETOR**.

Court—**BRADFORD**.

No. of Matter—25 of 1936.

Last Day for Receiving Proofs—Aug. 17, 1936.

Name of Trustee and Address—Cresswell, William Foy, Hallfield Chambers, 71, Manningham Lane, Bradford, Official Receiver.

DODGE, George James (trading as **D. J. DODGE**), 21, King Street, Twickenham, Middlesex, **IRONMONGER**, residing at 104, Sheen Road, Richmond, Surrey.

Court—**BRENTFORD**.

No. of Matter—26 of 1934.

Last Day for Receiving Proofs—Aug. 14, 1936.

Name of Trustee and Address—Bendall, Frederick Ernest, 4, Charterhouse Square, London, E.C.1.

JONES, John Hilman, 103, Regent Street, Kingswood, Bristol, in the county of Gloucester. **MONUMENTAL MASON**.

Court—**BRISTOL**.

No. of Matter—13 of 1936.

Last Day for Receiving Proofs—Aug. 17, 1936.

Name of Trustee and Address—Wheeler, Harold, 26, Baldwin Street, Bristol, Official Receiver.

CLARIDGE, Walter Algernon (in the Petition and Receiving Order described as **W. Claridge (Male)**), 7, Kent Street, Whitstable, in the county of Kent, **BUILDER**, and lately carrying on business at premises adjoining the "Noahs Ark Inn," Canterbury Road, Whitstable aforesaid.

Court—**CANTERBURY**.

No. of Matter—14 of 1928.

Last Day for Receiving Proofs—Aug. 17, 1936.

Name of Trustee and Address—Wells, Frank Charles, 1, The Parade, Canterbury, Official Receiver.

DE LA MOTHE, Hugo Dominique (in the Petition and Receiving Order described as **Hugo de la Mothe**), of Oxford House, High Street, Sandgate, in the county of Kent, and lately residing at Chatham Hall, Great Waltham, in the county of Essex. **SCHOOLMASTER**.

Court—**CANTERBURY**.

No. of Matter—26 of 1934.

Last Day for Receiving Proofs—Aug. 17, 1936.

Name of Trustee and Address—Wells, Frank Charles, 1, The Parade, Canterbury, Official Receiver.

PICKUP, Ernest, 80, Greenside Road, Croydon, in the county of Surrey. **BUTCHER'S MANAGER**.

Court—**CROYDON**.

No. of Matter—6 of 1927.

Last Day for Receiving Proofs—Aug. 15, 1936.

Name of Trustee and Address—Waterer, Clarence Roy, 29, Russell Square, London, W.C.1, Official Receiver.

GOULD, Henry William, residing at Compass Cottage, Stoke Hill, and carrying on business at 2, Bedford Circus, both Exeter. **SOLICITOR**.

Court—**EXETER**.

No. of Matter—14 of 1935.

Last Day for Receiving Proofs—Aug. 15, 1936.

Name of Trustee and Address—Moores, Charles Sidney, 15, Bedford Circus, Exeter.

BOTWRIGHT, Harry Richard, 82, St. Peters Road, Great Yarmouth, Norfolk. **OUTFITTER** and **DRAPER**.

Court—**GREAT YARMOUTH**.

No. of Matter—4 of 1936.

Last Day for Receiving Proofs—Aug. 14, 1936.

Name of Trustee and Address—Prior, C. B. L., 3, Cathedral Street, Norwich, Official Receiver.

TOLLEY, William Evan, 11, Kinver Road North, Sydenham, London, Builder's Foreman, lately residing and carrying on business at 52, Kirkdale, Sydenham aforesaid, as a **BUILDERS' MERCHANT**.

Court—**GREENWICH**.

No. of Matter—4 of 1936.

Last Day for Receiving Proofs—Aug. 15, 1936.

Name of Trustee and Address—Waterer, Clarence Roy, 29, Russell Square, London, W.C.1, Official Receiver.

JACKSON, Sidney, residing at 29, Queen's Road, and lately carrying on business at 12, Billingsgate, both in the city and county of Kingston-upon-Hull. **FISH MERCHANT**.

Court—**KINGSTON-UPON-HULL**.

No. of Matter—19 of 1936.

Last Day for Receiving Proofs—Aug. 14, 1936.

Name of Trustee and Address—Stickney, Joseph Edward Danthorpe, 1, Parliament Street, Hull, Official Receiver.

BODEN, Ben Arkless, lately residing and carrying on business at "Symcroft," Gill Lane, Yeadon, and now residing and carrying on business at 61, Harrogate Road, Yeadon, in the county of York, under the name of "**JOHN E. BODEN & SON**." **MANUFACTURERS' AGENT**.

Court—**LEEDS**.

No. of Matter—103 of 1935.

Last Day for Receiving Proofs—Aug. 18, 1936.

Name of Trustee and Address—Bowling, Harry Clifford, 24, Bond Street, Leeds 1, Official Receiver.

WARD, Fred, lately residing and carrying on business at 47, Whingate, Armley, in the city of Leeds, but now residing at 16, Greenmount Street, Beeston, Leeds aforesaid, late **GROCER** and **OFF-LICENSEE**, but now out of business.

Court—**LEEDS**.

No. of Matter—2 of 1936.

Last Day for Receiving Proofs—Aug. 18, 1936.

Name of Trustee and Address—Bowling, Harry Clifford, 24, Bond Street, Leeds 1, Official Receiver.

BATES, George, of Rearsby, in the county of Leicester. **MARKET GARDENER**.

Court—**LEICESTER**.

No. of Matter—64 of 1925.

Last Day for Receiving Proofs—Aug. 15, 1936.

Name of Trustee and Address—Barlow, Evan, 1, Berridge Street, Leicester, Official Receiver.

FAULKS, Leonard George, 4 and 5, Sparrow Hill, Loughborough, in the county of Leicester. **BUILDER and CONTRACTOR.**
Court—**LEICESTER.**
No. of Matter—88 of 1935.
Last Day for Receiving Proofs—Aug. 15, 1936.
Name of Trustee and Address—Barlow, Evan, 1, Berridge Street, Leicester, Official Receiver.

BRINSON, Harold Neilson, residing at "The Acres," Heswall, in the county of Chester, **DIXON**, William Galloway, residing at "Rydal," Farmoss Road, Blundellsands, in the county of Lancaster, and **WALL**, Walter, residing at 130, Werneth Hall Road, Oldham, in the county of Lancaster, carrying on business in co-partnership under the style of **H. N. BRINSON & CO.**, at 5, Rumford Place, in the city of Liverpool, 23, Old Hall Street, Liverpool aforesaid, and 15, Cross Street, Manchester, in the county of Lancaster. **COTTON MERCHANTS and BROKERS.** (Joint Estate.)
Court—**LIVERPOOL.**
No. of Matter—67 of 1929.
Last Day for Receiving Proofs—Aug. 15, 1936.
Name of Trustee and Address—Allcorn, James, Government Buildings, Victoria Street, Liverpool, Official Receiver.

JOHNSTON, James Benjamin (trading as **JAMES JOHNSTON & CO.**), residing at "Inglewood," Molesworth, near Chester, lately carrying on business at 34, Princess Street, in the city of Manchester, in the county of Lancaster, as a **SHIPPING MERCHANT.**
Court—**MANCHESTER.**
No. of Matter—44 of 1934.
Last Day for Receiving Proofs—Aug. 14, 1936.
Name of Trustee and Address—Ball, Arthur, 3, York Street, Manchester 2.

RICH, Charles Frederick, deceased, "Craigmore," Ollerbarrow Road, Hale, in the county of Chester. **PROVISION MERCHANT.**
Court—**MANCHESTER.**
No. of Matter—18 of 1936.
Last Day for Receiving Proofs—Aug. 17, 1936.
Name of Trustee and Address—Langmaid, Frederick Harold, Byrom Street, Manchester 3, Senior Official Receiver.

HARLEY, James, residing and carrying on business at Greengate Farm, Thurlby, Aubourn, in the county of Lincoln, and also carrying on business at Ring Farm, Cudworth, in the county of York, previously residing and carrying on business at Low Farm, Hooton Roberts, near Rotherham, in the county of York. **FARMER.**
Court—**NOTTINGHAM.**
No. of Matter—49 of 1935.
Last Day for Receiving Proofs—Aug. 15, 1936.
Name of Trustee and Address—Rogers, Alfred Joseph, 22, Regent Street, Park Row, Nottingham, Official Receiver.

LAMB, Bruce, deceased, late of 26, High Street, Andover, Southampton. **SOLICITOR.**
Court—**SALISBURY** (by Order of Transfer of Proceedings).
No. of Matter—17A of 1933.
Last Day for Receiving Proofs—Aug. 14, 1936.
Name of Trustee and Address—Best, Sydney George, Avon Chambers, 31, Castle Street, Salisbury, Wilts.

O'BRIEN, Albert Stephen, of Ovington Hall, Winston, in the county of Durham. **FARMER.**
Court—**STOCKTON-ON-TEES.**
No. of Matter—2 of 1924.
Last Day for Receiving Proofs—Aug. 17, 1936.
Name of Trustee and Address—Townsend, Charles Lucas, 80, High Street, Stockton-on-Tees, Official Receiver.

WERE, Lavinia Gibbs (Spinster), "Langford," Upper Morin Road, Preston, and 288, Torquay Road, Preston, both in Paignton, in the county of Devon. **LADIES' OUTFITTER.**
Court—**TORQUAY.**
No. of Matter—1 of 1936.
Last Day for Receiving Proofs—Aug. 18, 1936.
Name of Trustee and Address—Cocks, Walter Rackwood, Exeter Bank Chambers, Broadgate, Exeter, Official Receiver.

DIXON, William, residing at 12, Park Avenue, Brierley, near Barnsley, and carrying on business at 13, Salter Row, Pontefract, both in Yorkshire. **FURNITURE DEALER.**
Court—**WAKEFIELD.**
No. of Matter—7 of 1936.
Last Day for Receiving Proofs—Aug. 15, 1936.
Name of Trustee and Address—Briggs, Basil Shaw, 13, Burton Street, Wakefield, Official Receiver.

GUASTAVINO, Joseph Auguste Marius, 70, Thornton Road, Clapham Park, S.W.12. **CORRESPONDENCE CLERK.**
Court—**WANDSWORTH.**
No. of Matter—42 of 1935.
Last Day for Receiving Proofs—Aug. 18, 1936.
Name of Trustee and Address—Waterer, Clarence Roy, 29, Russell Square, London, W.C.1, Official Receiver.

WHITFIELD, Frank, residing and carrying on business at the Rock Ferry Inn, Warrington Road, Lower Ince, Wigan, in the county of Lancaster. **LICENSED VICTUALLER.**
Court—**WIGAN.**
No. of Matter—4 of 1936.
Last Day for Receiving Proofs—Aug. 15, 1936.
Name of Trustee and Address—Allcorn, James, Government Buildings, Victoria Street, Liverpool, Official Receiver.

DIVIDENDS.

BAKER, Harold William, sometimes known as Harold William Gabriel Baker, described in the Receiving Order as Harold William Baker, of and carrying on business at 50, Pall Mall, London, S.W. **COMPANY DIRECTOR.**
Court—**HIGH COURT OF JUSTICE.**
No. of Matter—71 of 1935.
Amount per £—10s. 3d.
First or Final, or otherwise—First and Final.
When Payable—Aug. 11, 1936.
Where Payable—At the offices of F. S. Salaman, 1-2, Bucklersbury, London, E.C.4.

PALMER, Desilva (known as Frederick Palmer), described in the Receiving Order as Frederick Palmer (trading as **PALMER & GILBERT**), resided and carried on business at 7, Grove Parade, High Road, Finchley, N.2. **HOUSE FURNISHER.**
Court—**HIGH COURT OF JUSTICE.**
No. of Matter—41 of 1931.
Amount per £—3s.
First or Final, or otherwise—First and Final.
When Payable—Aug. 14, 1936.
Where Payable—4, Charterhouse Square, London, E.C.1.

RAVEN, Sydney Windsor, 84, Upper Tollington Park, Islington, London, and lately of 5, Turle Mansions, Tollington Park, London. **TRAVELLER.**
Court—**HIGH COURT OF JUSTICE.**
No. of Matter—803 of 1926.
Amount per £—3s. 6d.
First or Final, or otherwise—First and Final.
When Payable—Any day (except Saturday), between the hours of 11 and 2.
Where Payable—Bankruptcy Buildings, Carey Street, London, W.C.2.

STANSFIELD, George, residing at 3, Morris Street, Radcliffe, in the county of Lancaster, and carrying on business at Whittaker Street, Radcliffe aforesaid. **FRUITERER** and **GREENGROCER**.

Court—**BOLTON**.

No. of Matter—35 of 1935.

Amount per £—10d.

First or Final, or otherwise—First and Final.

When Payable—Aug. 11, 1936.

Where Payable—44, Brazennose Street, Manchester.

TUGBY, Alexandria Sarah, The Croft, Henfield, Sussex, of no occupation (Widow).

Court—**BRIGHTON** and **LEWES** (at Brighton).

No. of Matter—21 of 1936.

Amount per £—20s.

First or Final, or otherwise—First and Final.

When Payable—Aug. 7, 1936.

Where Payable—Official Receiver's Offices, 8, Old Steine, Brighton.

BARNETT, Alfred William, of 92, High Street, Cheltenham, Gloucestershire. **FISH**, **GAME** and **POULTRY MERCHANT**.

Court—**CHELtenham**.

No. of Matter—11 of 1894.

Amount per £—9s. 1d.

First or Final, or otherwise—Supplemental.

When Payable—Aug. 5, 1936.

Where Payable—Official Receiver's Office, 26, Baldwin Street, Bristol.

WELCH, William Richard, Gloucester House, Charlestown, Chickereil, in the county of Dorset. **BAKER**.

Court—**DORCHESTER**.

No. of Matter—4 of 1936.

Amount per £—2s. 10½d.

First or Final, or otherwise—First and Final.

When Payable—Aug. 4, 1936.

Where Payable—Official Receiver's Office, 12, Rolleston Street, Salisbury.

DAVIES, Harry, residing and carrying on business at 143, Springhead, Sedgeley (near Dudley), in the county of Stafford, and formerly residing and carrying on business at 16, Dudley Road, Sedgeley aforesaid. **POTATO DEALER**.

Court—**DUDLEY**.

No. of Matter—1 of 1936.

Amount per £—3½d.

First or Final, or otherwise—First and Final.

When Payable—Aug. 5, 1936.

Where Payable—Official Receiver's Offices, 1, Priory Street, Dudley.

MACHIN, Ida (Wife of Harold Machin), 29, Waterloo Road, Burslem, in the county of Stafford. **MILLINER**.

Court—**HANLEY** and **STOKE-UPON-TRENT**.

No. of Matter—4 of 1936.

Amount per £—6s. 3d.

First or Final, or otherwise—First and Final.

When Payable—Aug. 7, 1936.

Where Payable—Official Receiver's Office, 12, Lonsdale Street, Stoke-upon-Trent.

GILL, William, residing at 7, Milbank Terrace, Redcar, in the county of York, and carrying on business at 7, Milbank Terrace, Redcar aforesaid, 30, Newport Road, Middlesbrough, in the said county of York, and 36, Yarm Lane, Stockton-on-Tees, in the county of Durham. **AUCTIONEER** and **HOUSE FURNISHER**.

Court—**MIDDLESBROUGH**.

No. of Matter—25 of 1914.

Amount per £—1½d.

First or Final, or otherwise—Supplemental.

When Payable—Aug. 12, 1936.

Where Payable—Official Receiver's Offices, 80, High Street, Stockton-on-Tees.

JOHNSON, Ernest William, and **BULLOCK**, Percy Reginald, residing and trading at Earls Barton, in the county of Northampton, as **JOHNSON & BULLOCK. HEEL MANUFACTURERS**.

Court—**NORTHAMPTON**.

No. of Matter—17 of 1923.

Amount per £—2½d.

First or Final, or otherwise—Supplemental.

When Payable—Aug. 7, 1936.

Where Payable—Official Receiver's Office, 6, The Parade, Northampton.

ALDRIDGE, Alfred, 127, Reepham Road, Upper Hellesdon, in the county of Norfolk, carrying on business at 33, Duke Street, in the city of Norwich. **HOUSE FURNISHER**.

Court—**NORWICH**.

No. of Matter—4 of 1936.

Amount per £—7½d.

First or Final, or otherwise—First and Final.

When Payable—Aug. 5, 1936.

Where Payable—The Official Receiver's Office, 3, Cathedral Street, Norwich.

HART, Walter Sydney, residing at 34, Arthur Street, Portsmouth, and lately carrying on business at 51, Park Avenue, Purbrook, in the county of Hants, as an **ELECTRICIAN**.

Court—**PORTSMOUTH**.

No. of Matter—9 of 1936.

Amount per £—8d.

First or Final, or otherwise—First and Final.

When Payable—Aug. 10, 1936.

Where Payable—Official Receiver's Office, 87, High Street, Portsmouth.

PORTAS, Ernest, of Green Arbour Road, Thurcroft, near Rotherham, in the county of York, lately residing and carrying on business at Station Road, Laughton Common, near Sheffield, in the county of York. **FRUITERER**.

Court—**SHEFFIELD**.

No. of Matter—95 of 1935.

Amount per £—2s. 10½d.

First or Final, or otherwise—First and Final.

When Payable—Aug. 6, 1936.

Where Payable—Official Receiver's Offices, 14, Figtree Lane, Sheffield 1.

DOBING-BLACKETT, Herbert, residing at 3, Imperial Avenue, Norton, Stockton-on-Tees, County Durham, and carrying on business at Norton Road, Norton, Stockton-on-Tees aforesaid, **BUILDER** and **CONTRACTOR**, and also carrying on business as a **PRINTER**, under the name or style of "**BLACKETT CARR & CO.**," at Grange Buildings, Imperial Avenue, Norton, Stockton-on-Tees aforesaid.

Court—**STOCKTON-ON-TEES**.

No. of Matter—7 of 1935.

Amount per £—2s. 2½d.

First or Final, or otherwise—First and Final.

When Payable—Aug. 21, 1936.

Where Payable—Court Chambers, 17, Albert Road, Middlesbrough.

TAYLOR, Horace Poole, "Sandycroft," Kidderminster Road, West Hagley, in the county of Worcester. **BUILDER** and **CONSTRUCTIONAL ENGINEER**.

Court—**STOURBRIDGE**.

No. of Matter—9 of 1935.

Amount per £—5d.

First or Final, or otherwise—First and Final.

When Payable—Aug. 7, 1936.

Where Payable—The Official Receiver's Offices, 1, Priory Street, Dudley.

CATFORD, George, of Ellicombe, Minehead, in the county of Somerset, FARMER, and carrying on business at Regal Parade, Minehead aforesaid, as a FRUIT, FLOWER and VEGETABLE PURVEYOR.

Court—TAUNTON.

No. of Matter—2 of 1935.

Amount per £—3s. 11½d.

First or Final, or otherwise—First and Final.

When Payable—Aug. 17, 1936.

Where Payable—49, East Street, Taunton.

FERGUSON, James, of Alipore Lodge, East Grinstead, Sussex. GENTLEMAN.

Court—TUNBRIDGE WELLS.

No. of Matter—4 of 1936. (By Order of Transfer of Proceedings.)

Amount per £—20s.

First or Final, or otherwise—First and Final.

When Payable—Aug. 7, 1936.

Where Payable—Official Receiver's Offices, 8, Old Steine, Brighton.

BAKER, William James A., 125, Disraeli Road, Putney, Surrey. RETIRED POLICE OFFICER.

Court—WANDSWORTH.

No. of Matter—43 of 1930.

Amount per £—2s. 6d.

First or Final, or otherwise—Third.

When Payable—Aug. 5, 1936.

Where Payable—Official Receiver's Offices, 29, Russell Square, London, W.C.1.

COLWELL, Ronald Kear, of "Ormesby," Great North Road, East Finchley, in the county of Middlesex, lately residing and carrying on business at The Holyrood Hotel, Edgar Road, in the city of Winchester, in the county of Southampton. HOTEL PROPRIETOR.

Court—WINCHESTER.

No. of Matter—5 of 1935.

Amount per £—2s. 7d.

First or Final, or otherwise—First and Final.

When Payable—Aug. 13, 1936.

Where Payable—Official Receiver's Office, 10, Rockstone Place, Southampton.

ORDER ANNULLING, REVOKING, OR RESCINDING ORDER.

CUMMING, James Angus, residing at 79, Braemar Road, Fallowfield, and lately carrying on business at 32, York Street, and 16, Albert Square, all of Manchester, in the county of Lancaster. GENERAL MERCHANT.

Court—MANCHESTER.

No. of Matter—134 of 1923.

Nature and Date of Order Annulled and Rescinded—Adjudication dated Dec. 31, 1923, and Receiving Order dated Oct. 31, 1923.

Date of Annulment and Rescission—July 20, 1936.

Grounds of Annulment and Rescission—It appearing to the Court that all the debts have been paid in full.

Pursuant to the Act and Rules, notices to the above effect have been received by the Board of Trade.

D. WILLIAMS,
Inspector-General in Bankruptcy.

THE COMPANIES ACTS.

WINDING-UP ORDERS.

Name of Company—BINDON BUILDING COMPANY Limited.

Address of Registered Office—1, Princes Place, Duke Street, St. James's, London, S.W.1.

Court—HIGH COURT OF JUSTICE.

No. of Matter—00435 of 1936.

Date of Order—July 27, 1936.

Date of Presentation of Petition—July 10, 1936.

Name of Company—BRIDLE BUILDING COMPANY Limited.

Address of Registered Office—"Eros House," 29-31, Regent Street, London, S.W.1.

Court—HIGH COURT OF JUSTICE.

No. of Matter—00434 of 1936.

Date of Order—July 27, 1936.

Date of Presentation of Petition—July 10, 1936.

Name of Company—LOMBARD FINANCE CORPORATION Limited.

Address of Registered Office—69, Basinghall Street, London, E.C.2.

Court—HIGH COURT OF JUSTICE.

No. of Matter—00433 of 1936.

Date of Order—July 27, 1936.

Date of Presentation of Petition—July 10, 1936.

Name of Company—POVEY TRANSPORT Limited.

Address of Registered Office—42, Corser Street, West Smethwick.

Court—HIGH COURT OF JUSTICE.

No. of Matter—00439 of 1936.

Date of Order—July 27, 1936.

Date of Presentation of Petition—July 13, 1936.

Name of Company—STREAMERS (BRITISH) Limited.

Address of Registered Office—377, Kennington Road, Lambeth, S.E.11.

Court—HIGH COURT OF JUSTICE.

No. of Matter—00414 of 1936.

Date of Order—July 27, 1936.

Date of Presentation of Petition—July 3, 1936.

Name of Company—SUMMERS AND HENRY Limited.

Address of Registered Office—29, Newman Street, London, W.1.

Court—HIGH COURT OF JUSTICE.

No. of Matter—00442 of 1936.

Date of Order—July 27, 1936.

Date of Presentation of Petition—July 14, 1936.

Name of Company—THE THAMESIDE PRINTERS Limited.

Address of Registered Office—8, Grange Road, Grays, Essex.

Court—HIGH COURT OF JUSTICE.

No. of Matter—00424 of 1936.

Date of Order—July 27, 1936.

Date of Presentation of Petition—July 8, 1936.

Name of Company—REGALIA WEATHER-PROOF GARMENTS Limited.

Address of Registered Office—120, Portland Street, Manchester.

Court—MANCHESTER.

No. of Matter—7 of 1936.

Date of Order—July 29, 1936.

Date of Presentation of Petition—July 6, 1936.

FIRST MEETINGS.

Name of Company—ACCESSORY FOOD FACTORS Limited.

Address of Registered Office—Slad Mills, Lansdown Road, Stroud, Gloucestershire.

Court—HIGH COURT OF JUSTICE.

No. of Matter—00387 of 1936.

Creditors—Date, Aug. 11, 1936; Hour, 11.30 a.m.; Place, 33, Carey Street, Lincoln's Inn, London, W.C.2.

Contributories—Date, Aug. 11, 1936; Hour, 12 noon; Place, 33, Carey Street, Lincoln's Inn, London, W.C.2.

Name of Company—ALLIANCE CONSTRUCTION ESTATES (SHOREHAM) Limited.

Address of Registered Office—"Wedgwood," Parkside, Shoreham, Sussex.

Court—HIGH COURT OF JUSTICE.

No. of Matter—00291 of 1936.

Creditors—Date, Aug. 11, 1936; Hour, 11.30 a.m.; Place, The Official Receiver's Offices, 8, Old Steine, Brighton.

Contributories—Date, Aug. 11, 1936; Hour, 12 noon; Place, The Official Receiver's Offices, 8, Old Steine, Brighton.

INTENDED DIVIDEND.

Name of Company—THE ROSEY CROSS ASBESTOS MINES OF RHODESIA Limited.

Address of Registered Office—7, Union Court, Old Broad Street, E.C.2, in the city of London.

Court—HIGH COURT OF JUSTICE.

No. of Matter—00525 of 1931.

Last Day for Receiving Proofs—Aug. 15, 1936.

Liquidator's Name—F. S. Salaman.

Address—1-2, Bucklersbury, E.C.4.

DIVIDEND.

Name of Company—PORT OF MANCHESTER INSURANCE CO. Limited.

Address of Registered Office—4, Albert Square, Manchester.

Court—HIGH COURT OF JUSTICE.

No. of Matter—00627 of 1933.

Amount per £—1s. 6d.

First and Final, or otherwise—Second.

When Payable—Aug. 21, 1936.

Where Payable—2, Fen Court, Fenchurch Street, London, E.C.3.

Pursuant to the Companies (Winding-up) Act, 1890, and the Companies (Consolidation) Act, 1908, and the Companies Act, 1929, and the Rules thereunder, notices to the above effect have been received by the Board of Trade.

E. H. MARKER,

Comptroller of the Companies Department.

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