

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