

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.