

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.