

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.