

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.