

(d) No Coalowner shall take any action whereby the price at which the Selling Agent shall have offered for sale the external coal of that Coalowner shall be reduced; or whereby the Coalowner shall receive for his external coal less in value than the price at which such coal shall be sold by his Selling Agent, or whereby the terms of any supply contract for the sale of his external coal shall be varied without the consent of his Selling Agent.

(e) No Selling Agent or servant or employee of any Selling Agent shall disclose to any unauthorised person any information obtained by him in the performance of his duties under the Scheme.

*Provisions for Settling Disputes regarding the Sale of Coal.*

28.—(1) Any Coalowner who complains of any act or omission of any other Coalowner in his group concerning the sale of his external coal, or the supply of internal coal to his excluded works, or is aggrieved by any act or omission of his Selling Agent, shall have the right to refer the matter for decision by the Sectional Co-ordinating Committee for that Section.

(2) Any Selling Agent who complains of any act or omission of any other Selling Agent in the same Section shall have the right to refer the matter for decision by the Sectional Co-ordinating Committee for that Section.

(3) Any Selling Agent who complains of any act or omission of a Selling Agent in another Section shall have the right to refer the matter for decision by the District Co-ordinating Committee.

(4) Any Coalowner who is aggrieved by or any Selling Agent who complains of any decision of the Sectional Co-ordinating Committee for his Section, shall have the right to refer the matter for decision by the District Co-ordinating Committee.

(5) Any Sectional Co-ordinating Committee which complains of any act or omission of any other Sectional Co-ordinating Committee shall have the right to refer the matter for decision by the District Co-ordinating Committee.

(6) Any Coalowner or Selling Agent shall be entitled to refer any matter dealt with under the foregoing provisions of this Clause and any Coalowner aggrieved thereby may refer any other act or omission of the Executive Board or other persons in pursuance of their functions under the Scheme concerning the sale or supply of external coal or the supply of internal coal to excluded works for decision by the Arbitrator whose appointment is provided for in the next succeeding sub-clause and the decision of such Arbitrator shall be final and binding upon all parties concerned.

(7) The Executive Board shall by resolution passed by a majority of at least three-fourths of the Members of the Board present and voting appoint an Arbitrator (to be known as "Sales Arbitrator") who shall hear and determine all matters referred to him under the provisions of this Clause. Failing such resolution the appointment shall be made by the President of the Incorporated Law Society from a panel of names to be submitted to him

by the Executive Board. The Sales Arbitrator shall be appointed for such period and upon such terms as the Executive Board shall decide.

(8) Any reference under this Clause shall be made in writing to the Sales Arbitrator by the Coalowner or Selling Agent within seven days of any notice of the matter or where no notice is given within seven days after he first becomes aware of the matter; and if possible all decisions of the Sales Arbitrator shall be given within seven days from receipt by him of any such reference.

(9) Where any act, decision, or resolution of the Executive Board or of any other persons in respect of their functions under the Scheme in relation to the sale and supply of coal has been referred to arbitration under this Clause the Coalowner or Selling Agent concerned shall be bound thereby pending the decision of the Arbitrator.

(10) No person shall be competent to act as Sales Arbitrator if he is financially interested directly or indirectly in the ownership or working of any coal mine or any concern comprising coal mines situate in the District.

*Transfers of Quota Tonnage.*

29.—(i) Save as provided in Clause 15 (k) hereof no Coalowner shall at any time transfer any monthly permitted output or monthly permitted supply (in this Clause called "quota tonnage") to any other Coalowner except as in this Clause provided.

(ii) A Coalowner desirous of transferring any quota tonnage not required for the output or supply of coal or the class of coal from his coal mine shall forthwith give to his Selling Agent notice specifying the amount of quota tonnage which he desires to transfer.

(iii) Immediately upon receipt of such notice the Selling Agent shall offer such quota tonnage to the other Coalowners of the group at the price specified by the Coalowner desiring to transfer the tonnage, such price not to exceed:—for output quota one shilling and threepence per ton; for inland supply quota one shilling and threepence per ton; and for export supply quota sixpence per ton.

(iv) Within two days after the making of such offer, the other Coalowners of the group shall notify the Selling Agent what part of such quota tonnage they wish to buy and thereupon the Coalowner desiring to transfer such tonnage shall be deemed to have agreed to sell at the price aforesaid to the Coalowners so notifying the Selling Agent the respective amounts of quota tonnage which they wish to buy and such latter Coalowners shall be deemed to have agreed to buy the same.

(v) If however the aggregate amount which the Coalowners have notified their wish to buy exceeds the amount of the quota tonnage offered for sale the amount offered shall be allotted among the Coalowners who wish to buy in proportion as nearly as may be to their respective total deliveries of coal in the month prior to the date of service by the Selling Agent of the offer, but so that no Coalowner shall be allotted an amount greater than that which he notified a wish to buy.

(vi) The Selling Agent shall on expiry of the two days referred to in paragraph (iv) of this Clause inform the Coalowner offering quota