

tonnage for sale how much of such quota tonnage is deemed to be sold to other Coalowners of the group under this Clause and the remainder (if any) of the quota tonnage so offered may be disposed of by the Coalowner as he thinks fit; and the Selling Agent shall as soon as possible inform the Coalowners who have notified a wish to buy how much they are deemed under this Clause to have agreed to buy.

(vii) No Coalowner of a group shall without the previous consent in writing of his Selling Agent purchase or acquire any quota tonnage from any Coalowner in any other group.

(viii) Notwithstanding the provisions of this Clause a Coalowner may transfer quota tonnage to another Coalowner in any case where either Coalowner owns or controls the coal mine of the other.

(ix) Notice in writing of any arrangement to exceed and reduce monthly permitted outputs and monthly permitted supplies under this Clause must be given to the Secretary by the parties thereto within twenty-four hours of the making of the arrangement.

*Penalties for Breach of the Selling Provisions of the Scheme, as to Minimum Prices and the Sale or Supply of Coal.*

30.—(1) Any Coalowner who, except for the purpose of performing any such contract as is referred to in Clause 25 of the Scheme:—

(a) sells or supplies, or agrees to sell or supply, his external coal otherwise than in accordance with the terms and conditions of a supply contract; or

(b) sells or supplies or agrees to sell or supply any coal produced from his coal mine to his excluded works either at a price below the minimum price fixed for the time being for that class of coal, or in any manner whereby the actual consideration obtained by or charged for the supply of that coal is less in value than such minimum price, shall pay to the Trustees on demand made by the Executive Board the sum of five shillings for every ton of coal so sold or supplied or agreed to be sold or supplied.

(2) Any Coalowner who contravenes or fails to comply with any direction given by his Selling Agent as to:—

(a) the performance and enforcement of his supply contracts; or

(b) the performance and enforcement of any contract entered into by a Coalowner prior to the effective date for the sale or supply of coal produced from his coal mine; or

(c) as to the exercise of any of his rights arising out of any such contract as is referred to in Clause 25 (2) hereof, shall pay to the Trustees on demand made by the Executive Board the sum of five shillings for every ton of coal comprised in the contract or that part of the contract, as the case may be, to which the direction relates.

(3) Any Selling Agent who, in entering into any supply contract:—

(a) contravenes or fails to comply with any direction of the Executive Board given directly by the Executive Board or through any Committee;

(b) contravenes or fails to comply with any of the provisions of Clause 23 of the Scheme; or

(c) contravenes or fails to comply with any of the provisions of Clause 33 (4) of the Scheme, shall pay to the Trustees on demand made by the Executive Board the sum of five shillings for every ton of coal comprised in any such supply contract.

(4) Any Coalowner who aids, abets, counsels or procures any Selling Agent in entering into any such supply contract as is described in the last preceding sub-clause shall pay to the Trustees on demand made by the Executive Board, the sum of five shillings for every ton of coal comprised in any such supply contract.

(5) If any Coalowner or Selling Agent shall contravene or fail to comply with any provisions of the Scheme, in respect of the breach or contravention of which no penalty is herein provided, or in respect of which no tonnage of coal is involved, the Coalowner or Selling Agent as the case may be, shall pay to the Trustees on demand made by the Executive Board the sum of £50 for each such contravention or failure, and the further sum of £50 for every day on which the contravention or failure occurs or continues.

(6) All penalties payable under this Clause shall be paid by the Coalowner or the Selling Agent, as the case maybe, on demand, and the amount collected by the Trustees shall be paid into the District Fund."

16. Clause 18 shall be renumbered 31; and shall have effect as if in sub-Clause (5) thereof the number 15 was 14.

17. Clause 19 shall be renumbered 32 and for sub-Clause (c) thereof there shall be substituted the following sub-Clause, that is to say:—

"(c) Any Coalowner who neglects to afford or refuses or allows to be refused the inspection of his books by a person duly authorised:—

(i) for the purpose of verifying any return, account or other information required under the provisions of the Scheme, or

(ii) for the purpose of supplying any other information required under the provisions of the Scheme, shall pay to the Board a penalty not exceeding £20 (twenty pounds) for each day of such neglect or refusal."

18. Clause 20 shall be deleted and the following Clause substituted therefor, that is to say:—

*"Classification of Coal and Minimum Prices.*

33.—(1) Subject to the provisions of Clause 13 (c) and (d) of the Scheme the District Coordinating Committee shall:—

(a) determine the class to which any coal produced in the district belongs for any purpose; and

(b) fix a minimum price per ton of 20 cwt. for each such class below which price coal of that class (exclusive of coal supplied under the provisions of paragraph (b) of the proviso to sub-clause (1) of Clause 17 of the Scheme) shall not be sold or supplied by or on behalf of any Coalowner: