

(6) The Board may determine separate purchase prices for commercial descriptions of house coal supplied in the winter period and in the summer period, and for the purpose of determining such purchase prices in accordance with the last three preceding sub-clauses such coal supplied in the winter period and in the summer period shall be deemed coal of different commercial descriptions.

(7) The Board may at any time adjust the purchase price of any commercial description of coal where by reason of any change of circumstances it appears fair and equitable to do so, and without prejudice to the generality of such power may adjust such purchase price where—

(a) the standard of quality of coal of that commercial description has deteriorated, or

(b) the standard of quality of coal of that commercial description has improved and the market price of such coal has increased relatively to the market price of coal of similar commercial descriptions, or

(c) the methods of cleaning or preparation of such coal for the market have been altered.

(8) If any Owner shall with the consent of the Board at any time supply coal not within any of the commercial descriptions into which the coal produced at his coal mine has been allocated, or, if after 1st August, 1936, a new colliery shall be opened or the working of a colliery shall be recommenced following an abandonment or discontinuance of working, the Board shall allocate that coal or the coal produced from that colliery into commercial descriptions and shall determine a purchase price for each such commercial description having regard to the purchase price of similar descriptions of coal, the requirements of the market for that coal and all other relevant circumstances.

#### *Maintenance of Quality.*

60.—(1) As far as possible each Owner shall produce for supply to the Board and the Board shall take coal of the various commercial descriptions in the proportions in which such commercial descriptions were supplied from the coal mine of that Owner during the year 1935, otherwise than to excluded works of that Owner, and no Owner shall, without the consent of the Board which shall not be unreasonably withheld, but may be given subject to reasonable conditions, alter by more than 5 per cent. the proportions of any commercial descriptions of coal produced.

(2) Such proportions may, upon two months' notice to the Board, be varied where a new colliery or seam is being worked or developed, or a scheme for the concentration of output is introduced.

61.—(1) Every Owner shall clean and prepare for the market coal of each commercial description for supply to the Board in such a manner as to maintain the standard of quality of coal of that commercial description supplied otherwise than to his excluded works during the year 1935, and the Board may formulate a reasonable specification for

any commercial description of coal for the purpose of testing that the standard is maintained.

(2) No owner shall, without the consent of the Board, which shall not be unreasonably withheld, but may be given subject to reasonable conditions, alter the methods employed in the year 1935 in the preparation for the market of any coal or the number of staff engaged during that year upon such preparation or upon the maintenance of any plant or machinery used therefor.

#### *Contracts.*

62.—(1) Each Owner shall upon notice given to him in writing send to the Board within the period specified in the notice such 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 the benefit of 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 Board 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 Board.

#### *Stocks.*

63.—(1) Any Owner shall at any time if so directed by the Board 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.*

64.—(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 Board 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 Board 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 Board having regard to the current charges for such carriage."