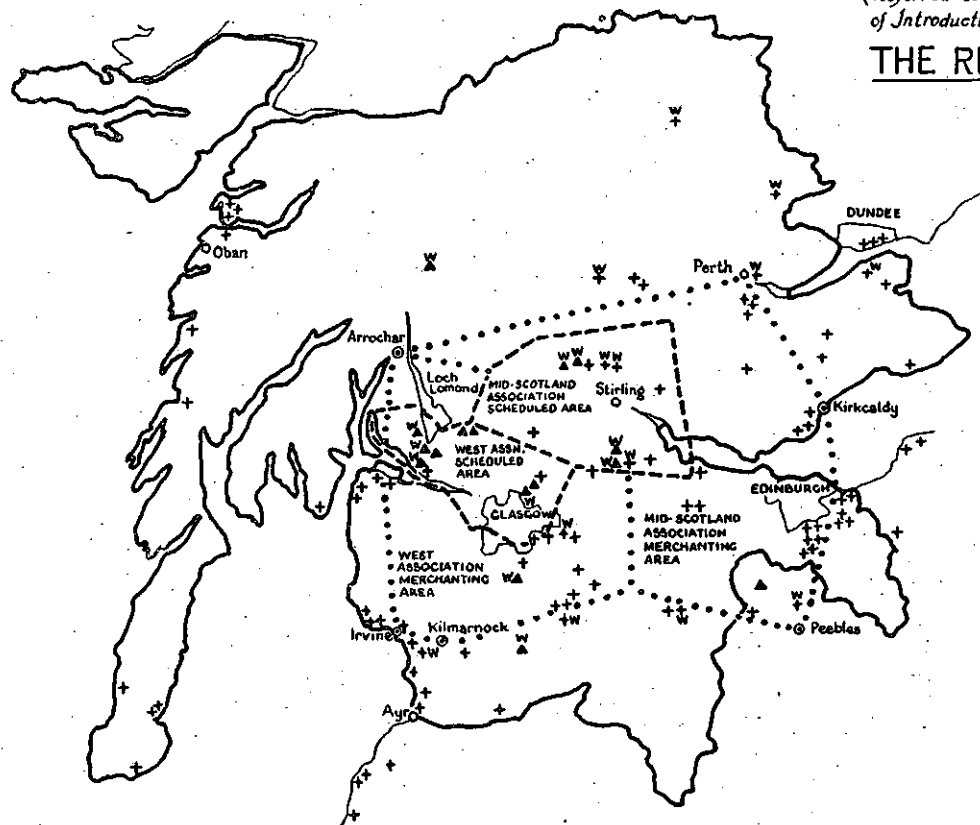


APPENDIX A

(Referred to in footnote † of paragraph (ii) of Introduction, paragraphs 1, 48, 84 and 89)

THE REFERENCE AREA

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Boundaries of:-	
Reference Area	—————
Merchating Areas
Scheduled Areas	- - - - -
Location of working in 1953 of:-	
Associated producers	▲
Other producers	+
'W' denotes presence of washing plant, thus	W W
The locations of producers who dredge are shown as their base ports	○

M.R.P.C.

Sept. 1955

APPENDIX B

(Referred to in paragraphs 39 and 197)

Producers of Sand and Gravel in 1953 in and near to the Reference Area

Based on information provided by each producer about his own product.

Producer	Type of Material Supplied in 1953 in the Reference Area			
	Washed		Unwashed	
	Sand	Gravel	Sand	Gravel
<i>(a) In the Reference Area:</i>				
David Y. Abbey Ltd., Edinburgh			*	
J. B. Alexander Ltd., Edinburgh			*	*
Alexandra Transport Co., Ltd., Glasgow	*	*	*	
J. P. Arnott, Crieff			*	*
John Baird & Sons (Sand) Ltd., Dullatur			*	
Col. E. W. S. Balfour, Markinch			*	*
Bilston Sand Co., Roslin			*	
Bishopbriggs Sand Quarries Ltd., Glasgow			*	
Wm. Black (Washed Sand & Gravel Quarries) Ltd., Wishaw	*	*	*	
Broomhouse Sand Quarry Ltd., Broomhouse Castlehill Sand & Gravel Co., Ltd., Dundee... ..	*	*	*	*
P. Caulfield & Co., Ltd., Bonhill	*	*	*	*
Charlestown Lime Co. Ltd., Charlestown			*	
H. W. Cooper, Innellan			*	*
Cuningar Sand Quarry Ltd., Rutherglen			*	
W. & M. Donnelly, Hurlford			*	*
J. Dutch & Sons, Perth		*	*	*
Earn Sand & Gravel Co., Comrie	*	*	*	*
Earnbank Sand & Gravel Co. Ltd., Perth			*	*
W. R. Filshie & Sons, Denny	*	*	*	*
J. H. Findlay & Sons, Auchinleck			*	*
A. Fleming, Dunblane	*	*	*	*
J. Forrest & Son (Ayr) Ltd., Ayr			*	
Forth Sand & Gravel Co., Inverkeithing			*	
Glassford Quarry Co. Ltd., Glassford			*	
Gradings Ltd., Dennyloanhead	*	*	*	
A. Gray & Co., Kirkcaldy			*	
G. & G. Hamilton Ltd., Glasgow			*	*
J. Hamilton & Son, Skelmorlie			*	*
Hamilton & Kinneil Estates, Ltd., Hamilton... ..			*	
W. Hislop, Milngavie			*	
Imperial Chemical Industries Ltd., Glasgow			*	
Jackson's Lime Products Ltd., Wishaw				*
Keir & Cawder Ltd., Glasgow	*	*	*	
Kenneth's Building Services, Ltd., Dregghorn... ..	*	*	*	
Hugh King Ltd., Irvine			*	
W. & W. Knights, Fintry			*	
Larkhall Sand Co. Ltd., Wishaw			*	
J. & J. Lawrence Ltd., Edinburgh			*	*
Gavin Lawrie, Prestwick			*	
James Livingstone, Oban			*	*
Mrs. C. R. MacArthur, Ledaig			*	
A. McFadyen & Sons, Campbeltown			*	*
R. McFarlane & Sons, Inverkip			*	
A. McDougan, Campbeltown			*	*
S/Ldr. L. J. MacLean, Kilmelford			*	*

Producer	Type of Material Supplied in 1953 in the Reference Area			
	Washed		Unwashed	
	Sand	Gravel	Sand	Gravel
<i>(a) In the Reference Area—(continued):</i>				
M. Macnab & Sons, Connel			*	
A. McNeil, Greenock			*	
Lt.-Col. G. I. Malcolm, Kilmartin			*	
Malcolm & Muir, Glasgow			*	
J. D. Maxwell Ltd., Falkirk			*	
Moulinearn Sand & Gravel Co., Pitlochry	*	*		
J. W. Murray, Troon			*	
D. Nairn & Son Ltd., Ladybank			*	*
P. S. Nelson & Sons, Dunblane	*	*	*	*
T. Nicol, Dysart			*	
R. Nixon & Sons (Saltcoats) Ltd., Saltcoats			*	*
Oban Transport & Trading Co. Ltd., Oban			*	
A. & J. Paterson, Irvine			*	
D. Paterson, Campbeltown			*	*
R. Paterson & Sons Ltd., Airdrie			*	*
Ross & Marshall Ltd., Greenock			*	
Sandhills Company, Edinburgh			*	
Sand Marketing Ltd., Edinburgh			*	*
Scottish Sand & Gravel Co. Ltd., Wormit	*	*		
Seamore Sand & Gravel Co., Bonnybridge	*	*		
Shanks & McEwan Ltd., Glasgow			*	
Robert Shiells, Linlithgow			*	
Leslie H. Spence, Leuchars			*	
Springbank Sand & Gravel Co. Ltd., Doune... ..	*	*		
Stanners, Brown & Stanners Ltd., Glasgow			*	
D. Strachan, Doune				*
Jas. Tait & Co. Ltd., Penicuik			*	
Major A. B. Wardlaw Ramsay, Tillicoultry			*	
Warnock Bros. Ltd., Paisley			*	
Wilmae Concrete Co. Ltd., Glasgow	*	*		
<i>(b) With workings outside the Reference Area but supplying in it:</i>				
Baird & Stevenson (Quarrymasters) Ltd., Glasgow	*			
Barlow & Co. (Dundee) Ltd., Dundee			*	
Wm. Baxter & Son, Tranent			*	
Wm. Brown, Ormiston			*	
Chisholm Partners, Coldingham			*	
R. Dobson & Sons, Gullane			*	
W. Houston, Maybole			*	*
G. Kerr & Sons, Biggar... ..			*	
M. G. McCluskey, Ayr			*	
G. McLennan, Dundee			*	
Tay Sand Co. Ltd., Dundee			*	*
United Washed Sand & Gravel Co., Airdrie... ..	*	*		

APPENDIX C

(Referred to in paragraph (xiii) of Introduction, paragraphs 125, 133 to 138 and 313)

The Constitution of the Washed Sand and Gravel Association

NOTE: The passages in italics have been deleted by resolution of the Association since the beginning of this inquiry; see paragraphs 138 and 169.

Name

1. The name of the Association shall be THE WASHED SAND AND GRAVEL ASSOCIATION.

Membership

2. Membership shall be open to all Producers of Washed Sand and Gravel in Scotland who subscribe to this Constitution as amended from time to time, who have paid the deposit referred to in Clause Ten and who have been admitted to membership at a General Meeting of the Association in Accordance with Clause Seven. Membership of the Association shall in no way constitute a partnership and no member shall as such be liable for any obligations or contracts of any other member.

Management

3. The affairs of the Association shall be controlled by the Members in General Meeting and by a General Committee consisting of one representative from each Member (hereinafter called "the Committee") and the Chairman should an independent Chairman be elected.

A Chairman shall be elected at each Annual General Meeting of the Association and the Chairman thus elected may be an independent one (that is to say, a person not being a member of the Association nor representing in any way a member). In the event of an independent Chairman being elected the terms of his appointment shall be made at the time of his election, and may be amended by the Association in General Meeting.

The Chairman shall preside at all Meetings of the Association or the Committee, but in the event of his not being present or being unable or ceasing to act each Meeting shall elect its own Chairman.

For the purpose of investment of funds of the Association the Chairman and another one Member to be appointed by the Members in General Meeting shall be Trustees for the Association. Any funds or assets of the Association may be held for the Association by Bank Nominees or other Nominees who shall be entitled to act on the instructions of the Association, of the Committee, or of the Trustees, as contained in certified Excerpts from Minutes.

The Chairman and any Member of Committee or a Trustee may retire at any time and any casual vacancies shall be filled in the same manner as the original appointments were made.

Subject to any directions given by the members in General Meeting the conduct and management of all the affairs of the Association shall be in the hands of the Committee.

The Association may sue or be sued by and in the name of the Chairman and Members for the time being of the Committee.

Engineer

4. An Engineer shall be appointed by the Association on such terms as the Members in General Meeting may decide. He shall work under the direction of the Association and of the Committee and take instructions from them from time to time and shall co-operate on all occasions with the Secretaries.

Secretaries

5. Secretaries shall be appointed by the Association on such terms as the Members in General Meeting may decide. They shall work under the directions of the Association and of the Committee and take instructions from them from time to time. They shall co-operate on all occasions with the Engineer.

The Secretaries shall *operate the Association Selling Scheme set out in Clause Sixteen of this Agreement, supervise the Pooling Scheme of the Association, attend all Meetings of the Association, and prepare the Accounts of the Association.*

The Secretaries shall also be responsible for allocation of trade as referred to in Clause Nineteen and shall consult the Committee as occasion arises.

The Secretaries may operate a Bank Account or Bank Accounts on behalf of the Association.

Minutes

6. Minutes of all General Meetings of the Association and of Committee Meetings shall be kept by the Secretaries.

General Meetings

7. A General Meeting to be known as the Annual General Meeting shall be held in each calendar year and other General Meetings shall be held as occasion demands and may be convened when necessary by the Chairman or Secretaries or by the Committee.

The quorum for a General Meeting shall be three Members.

Voting at General Meetings in the first instance shall be by show of hands, each Member having one vote, and a Resolution passed by a majority of those present shall be deemed carried unless at least two Members demand a poll, in which case each Member shall have a vote *proportionate to his quota*.* In the event of a poll votes shall be calculated and the result declared by the Secretaries.

A Member may attend and vote at any meeting of the Association or of the Committee by any partner, Director or employee and may appoint another Member as his proxy; such appointment shall be in writing and shall be lodged with the Secretaries at the commencement of the Meeting.

General Committee Meetings

Meetings of the Committee shall be held as occasion demands and may be convened by the Chairman or Secretaries.

The quorum for a Committee Meeting shall be three Members.

Voting at Meetings of the Committee shall be by show of hands, each Member having one vote, and a Resolution passed by a majority of those present and voting shall be deemed carried. The Chairman shall have a deliberative vote only.

Resolutions

8. Ordinary Resolutions shall be binding on all Members whether present or absent if they are carried by a simple majority of those present and voting.

Special Resolutions shall be binding on all Members whether present or absent only if fourteen days' written notice has been given of the intention to submit the Resolution and if it is carried by a majority of not less than sixty-six per centum of those present and voting. The Chairman shall have a deliberative vote only.

Ordinary Resolutions shall be such as relate to the management and conduct of business of the Association. Special Resolutions shall be such as affect the Constitution of the Association, the terms of Membership of the Association or of retiral or expulsion therefrom, the extension or limitation of the objects of the Association, the winding up of the Association, the amalgamation with any other Association or Corporation, and the terms of levy on Members.

* This has been amended to read "proportionate to his output of Washed Sand and Gravel in the immediately preceding calendar year".

Financial Accounts

9. Financial Accounts shall be prepared by the Secretaries each thirtieth June and thirty-first December and if required by the Committee these Accounts shall be audited by an independent firm of Accountants to be nominated by the Committee.

Deposit Fund

10. As a guarantee of good faith each member shall deposit with the Secretaries the sum of five hundred pounds.

Such deposits shall be known as the Deposit Fund and shall be invested in the names of the Trustees for the Association for the time being mentioned in Clause Three, or their nominees. Income arising from this Fund shall be the property of the Association and shall be applied towards meeting the expenses of the Association.

Finance

11. The expenses of the Association shall be met by a levy upon each member. Such levy shall be one penny per ton on members' actual outputs or such other sum as may be decided upon by the Association in General Meeting.

Reserve Fund

12. Any surplus arising in any year ending 31st December *in the Pool Account or in the Income and Expenditure Account* be repaid as soon as practicable to the Members in the same proportion in each case as they have contributed as Levies to the Income and Expenditure Account.

Current Funds

13. The current funds of the Association arising from *Pool Account, Monthly Levies, Interest on Investments* or otherwise shall be placed in a Bank in name of the Association, which shall be operated upon in such manner as the Committee may from time to time direct.

Ownership of Funds

14. The whole of the funds of the Association, subject to the payment of its liabilities, shall be deemed to belong to the members in the same proportions as contributed by them, as certified from time to time by the Secretaries whose Certificate shall be final.

Selling Prices

15. The Association Selling Prices and Conditions of Sale, ex quarry and delivered, at the date of operation of this Agreement are set out in Schedule I to this Agreement. These may be varied from time to time by Resolutions of the Association or of the Committee.

Selling Scheme

16. A List of Approved Merchants shall be compiled at the commencement of this Agreement and may be added to from time to time by the members in General Meeting. The terms of appointment of any Merchant to this List and removal of any Merchant from this List shall be as laid down by the Association in General Meeting from time to time.

The Association shall issue quotations to members and Approved Merchants in response to enquiries and members and Approved Merchants are permitted to quote direct. *Upon any order being received by a member or an Approved Merchant it shall be reported to the Secretaries who will then state which Member shall supply the material.*

The Association shall be responsible for issuing invoices, monthly statements etc. to the customers of members and Approved Merchants and for collecting accounts and disbursing monies received.

The Secretaries shall be responsible for the detailed working of the Selling Scheme and shall work under the direction of the Committee.

17. No Member shall buy or sell or attempt to buy or sell other goods at special prices with a view to influencing in the member's direction orders for materials the minimum prices of which are controlled by the Association.

Complaints

18. If any Member has a complaint to make regarding any other Member having contravened the regulations governing quotations, prices and conditions of sale, he shall refer the matter in writing to the Secretaries who have full powers to examine the complaint and every Member agrees in order to assist the investigation of a complaint to afford all facilities for inspection and examination of their Books by the Secretaries.

In the event of the Secretaries being of opinion that the complaint was justified they shall refer the matter to the Committee who if they decide that a breach of the Regulations has been committed may impose on the member concerned a fine of such amount or in such manner as they may determine.

In the event of any fine being imposed it shall be paid to the Secretaries within fourteen days of notice having been given and if not then paid the Committee shall have power to appropriate the amount of the fine from the Member's share of the Deposit Fund. All fines shall be placed in the Reserve Fund.

Quotas and Allocations

19. Each Member shall be entitled to his quota share of the trade and while it shall be a duty of the Secretaries to allocate orders to members to ensure that each member receives his quota, it is recognised that there are practical difficulties which prevent Members trading exactly to their quota. In allocating orders the Secretaries shall act on the following principles:—

1. Allocation shall be made only for the purpose of ensuring that Members receive their quota share of the trade.

2. Delivery of material on all occasions when possible shall be given from the quarry situated nearest to the destination of the Sand or Gravel.

3. Purchasers' specifications as to a particular producer's material shall be respected.

4. Notwithstanding 2 and 3 above allocations must be made to give each member a yearly output of not less than fifty per centum of his quota.

20. Members producing during the months of May and June Nineteen hundred and thirty-nine shall be granted a quota equivalent to his production during these two months working a day shift of _____ hours, but it shall be open to any member to put forward any special circumstances affecting his output during these two months, which circumstances shall be taken into consideration by the Secretaries who shall have sole power to fix the quota of each member.

Each member's quota shall be expressed as a per centage of the total trade of all members.

Members not producing during the two months referred to above or producers subsequently admitted into membership shall be granted a quota on a basis to be agreed between the Secretaries and the firm concerned and approved by the Committee.

All quotas shall be recalculated on each first January and the quota then allotted to each member shall be the proportion which the actual trade done by him as returned to the Association during the preceding twelve months bears to the total trade of members ascertained in the same manner.

21. In the event of an enquiry being received which the Secretaries desire to allocate under Clause Nineteen but for the reasons stated in Clause Nineteen, 2., it is not economic to do so the following procedure shall be adopted:—

The two members concerned may agree and in the event of one being in excess of his quota and the other being short of his quota and there being a difference between their positions of twenty per centum or more shall agree

to the order being placed with the member whose quarry is nearest the destination. The Member receiving the order shall pay to the other member a sum per ton of material delivered equal to the profit which would have been obtained by the other member had he received the order (after taking haulage into account) based on the agreed Association cost of production and the agreed delivered price for the material. The member actually delivering the material shall retain the saving in haulage effected. The material so delivered shall be returned as a sale by the member who does not deliver it, i.e., the short member. (An example of this is shown in Schedule 2.)

The Association cost of production shall be agreed at the highest cost of production of the members for the time being.

Returns

22. Each member shall transmit daily to the Secretaries a Return on the prescribed form showing the tonnages of Sand and Gravel delivered each day, and also the tonnage of stock held at the close of each day. The correctness of such Return shall be certified by a principal or Director.

All Returns shall be verified by the Secretaries by inspection and examination of Members' Books and all necessary facilities for checking Returns are to be given by members.*

Pool Accounts

23. The Secretaries by applying each member's quota to the total output shall ascertain how much each member is in excess or short of his quota and shall notify each member accordingly.

In the event of a member being in excess of his quota for any month he shall pay monthly into a Pool Account such amount on his excess as is agreed upon by the members in general meeting from time to time.

In the event of a member being short of his quota he shall receive out of the Pool Account such amount on his shortage as is agreed upon by the members in General Meeting from time to time.

The amount due from members shall be payable immediately notification has been given by the Secretaries and the amounts due to members shall be distributed by them as soon as the sums due from members have been collected.

Rectification Account

24. At each thirty-first December a Rectification Account shall be made out for the year on the same basis as the monthly Pool Accounts, but utilising members' verified Returns. Final settlements shall be made on the Annual Accounts, monthly receipts or payments being treated as on account.

Breaches of Agreement

25. Any member desiring to report any alleged breach of this Constitution other than a complaint governed by Clause Seventeen shall do so in writing to the General Committee who shall examine the case and if they decide that a breach has been committed the Committee have power to impose on the member concerned a fine of such amount or in such manner as they determine. Payment of any fine imposed under this Clause shall be subject to the same rules as a fine imposed under Clause Seventeen.†

Arbitration

26. If any Member considers himself aggrieved by any decision of a General Meeting or Committee Meeting or by any matter arising out of or connected with this Constitution in any way then in every such case if not amicably settled the

* This has been amended to read: "All returns shall be verified by the Secretaries at their discretion".

† This has been amended to read: "Eighteen".

matter in dispute shall be referred to an arbitrator to be agreed between the member and the Committee and failing agreement to be nominated by the Dean of the Faculty of Procurators in Glasgow for the time being. The arbitrator's decision shall be final and binding on all concerned and he shall have power to apportion between the parties to such arbitration the costs incurred and to assess and award damages.

Duration of Agreement

27. The Association shall be a continuing Association and shall continue in the first instance till thirty-first December Nineteen hundred and forty. Each member shall have the right to withdraw at thirty-first December Nineteen hundred and forty subject to his giving to the Secretaries three months' notice in writing expiring on that date. If no such notice is given by any member the Agreement shall continue in operation subject to any member having the right to terminate it by giving to the Secretaries three months' notice in writing expiring on thirty-first March, thirtieth June, thirtieth September or thirty-first December in any year.

Notice given under this Clause shall have no validity if at the time of giving it or during its currency any sum or sums due to the Association by such member are in arrear.

Any member withdrawing from the Association in the manner provided for in this Clause shall be entitled to a return of the amount contributed by him to the Deposit Fund after allowing for any liabilities or in the option of the Association to his proportion of the Investments of the Fund and also to his share of the other funds of the Association but without interest and subject to the deduction of any sum due whatever to the Association by the withdrawing member. No member withdrawing shall have any other claim against the Reserve Pool or other funds or assets of the Association.

28. A member may be expelled from the Association by Special Resolution and shall thereupon be deemed to have withdrawn from the Association.

Dissolution

29. The Association may be dissolved at any General Meeting by Special Resolution. On such dissolution the Association Funds shall be distributed in accordance with Clause Fourteen.

Interpretation of Agreement

30. Any dispute as to the interpretation of this Constitution shall be dealt with by the arbitrator referred to in Article Twenty-sixth hereof.

Alteration of Constitution

31. The Constitution of the Association and/or the name of the Association shall be altered only by Special Resolution of the Association giving full particulars of the text of the proposed alteration.

We the signatories hereto contract with each other and with The Washed Sand and Gravel Association to be formed and with all future members thereof who shall subscribe to the foregoing Constitution or any amended Constitution that we will observe and perform the whole articles and clauses of the foregoing Constitution and of any amendments thereof.

SCHEDULE 1
MINIMUM SELLING PRICES*

		<i>Ex Quarry.</i>		<i>Delivered.</i>	
		<i>Per ton.</i>		<i>Per ton.</i>	
		<i>s.</i>	<i>d.</i>	<i>s.</i>	<i>d.</i>
Gravel	2" and over	5	0	7	6
	1½"	5	6	8	0
	1"	8	0	10	6
	¾"	8	0	10	6
	½"	8	0	10	6
	¼"	10	0	12	6
	2" - ¾"	5	9	8	3
	1½" - ¾"	5	9	8	3
	¾" - ½"	8	0	10	6
	½" - ¼"	8	0	10	6
Sand	¾" and under	3	9	6	3
	¾" and under, delivered Bishopton...			7	0

All prices shall be nett monthly account.

The Committee shall have power to arrange special prices either higher or lower than the above Minimum Selling Prices from time to time.

The Association shall issue quotations to members and approved merchants and contractors in response to enquiries and Members and approved merchants are permitted to quote direct. In the event of any Member receiving an enquiry or order it shall be referred by him to the Association†.

The Association shall also be responsible for issuing invoices etcetera and for collecting accounts and disbursing monies received to the Members concerned.

Meetings of the Committee shall be held as often as may be necessary to instruct the Accountants regarding prices.

SCHEDULE 2

ILLUSTRATION OF OPERATION OF CLAUSE 19

Enquiry for 100 tons to be delivered to a job 5 miles from Quarry A. this Member being in excess and 20 miles from Quarry B. this Member being short.

Haulage—A to job 1s. 0d. per ton.

B to job 2s. 6d. per ton.

Agreed cost of production 3s. 0d. per ton.

Minimum Association (or Agreed) price delivered 8s. 0d. per ton.

To balance quotas Accountants desire to allocate this order to B. but it is obviously uneconomic to do so therefore A. takes the job and pays B. 2s. 6d. per ton, the profit B. would have received had he taken the job as follows:—

<i>Association price</i>	<i>8s. 0d. per ton</i>
<i>Less: Cost of production</i>	<i>3s. 0d.</i>
<i>Haulage</i>	<i>2s. 6d.</i>
	<i>2s. 6d. per ton</i>

B. thus received the profit he would have received had he taken the order while A. retains 1s. 6d. per ton—the haulage saved. The 100 tons is returned by Quarry B. Quarry A. of course retains the benefit of his economic working if his cost is less than the agreed Association cost which is that of the highest Member.

* These prices prevailed from the formation of the Association in January, 1939 up to December, 1939.

† This has been amended to read: "The Association when required shall issue quotations to Members and Approved Merchants and Contractors in response to enquiries and Members and Approved Merchants are permitted to quote direct".

APPENDIX D

(Referred to in paragraphs 142 to 146, 150 and 313)

The Constitution and Rules of the Mid-Scotland Washed Sand and Gravel Association

NOTE:—The passages in italics have been deleted by resolution of the Association since the beginning of this inquiry; see paragraphs 146 and 170.

Name of Association

1. The name of the Association shall be "The Mid-Scotland Washed Sand and Gravel Association" hereinafter referred to as the Association.

Area

2. The Association shall operate in the whole of Scotland which, for the regulation and control of fixed prices, will be divided into a Combined Scheduled Area within the boundaries of which as hereinafter stated minimum scheduled rates will operate as laid down in Article 11 hereof and a secondary area comprising all points outwith the Combined Scheduled Area. The Combined Scheduled Area will comprise adjacent areas to be known as the "Mid-Scotland Scheduled Area" operated by the Association and the "West of Scotland Scheduled Area" operated by the Washed Sand and Gravel Association hereinafter mentioned, the boundaries of the respective Scheduled Areas being as follows:—

(a) Mid-Scotland Scheduled Area.

A line joining Auchterarder, Dollar, Bo'ness, Linlithgow, Kilsyth, Drymen, Aberfoyle, Callander and Auchterarder. The whole of the area within this line including the whole of the areas within the burgh boundaries of the towns forementioned shall fall within the Scheduled Area. A line running from Kilsyth to Drymen forms a mutual boundary with the present Scheduled Area of the Washed Sand and Gravel Association hereinafter mentioned. The towns of Kilsyth and Drymen being within the Washed Sand & Gravel Association Scheduled Area are excluded from the foregoing Scheduled Area of the Mid-Scotland Washed Sand & Gravel Association.

(b) West of Scotland Scheduled Area.

A line joining and including Garelochhead, Luss, Gartocharn, Drymen, Killearn, Kilsyth, Muirhead, Carmyle, Cambuslang, Burnside, Cathcart (Railway Station) then following the White Cart Water to Paisley (the whole of Paisley included), Bishopton and then following the River Clyde and the Gareloch to Garelochhead. A line running from Kilsyth to Drymen forms a mutual boundary with the Mid-Scotland Washed Sand and Gravel Association Scheduled Area hereinbefore mentioned.

The Combined Scheduled Area may be altered from time to time by an Ordinary Resolution passed by a majority of the members present and entitled to vote at a General Meeting of which due notice of the proposed Resolution has been given and after the new boundary line has been submitted to and agreed with the Washed Sand and Gravel Association.

Relationship to other Associations

3. The Association shall within the Mid-Scotland Scheduled Area operate the minimum scheduled prices of the Washed Sand and Gravel Association in force at the date of the formation of the Association or as subsequently agreed between the two Associations and the members of the Association agree to respect and observe these prices. The Association shall also co-operate with the Washed Sand and Gravel Association in the fixing of prices outwith the Combined Scheduled Area and may exchange statistics which are considered by the members to be of advantage to both Associations. They may also, in conjunction with the Washed Sand and Gravel Association, co-operate with other Associations

which may be formed in the future in Scotland after approval by the members by an Ordinary Resolution at a General Meeting called for this purpose of which due notice has been given.

Membership

4. Membership will be open to all producers of Washed Sand and Gravel operating sand and gravel quarries, who have been admitted to Membership at a General Meeting, who have accepted in writing this Constitution as amended from time to time, and who have paid the deposit required from producers to the Association. Membership of the Association does not constitute a partnership with the other members and no member will be liable for any obligations or contracts entered into or to be entered into by any other member.

Objects

5. The objects for which the Association is established are:—

To promote and protect, directly or indirectly, the common interests of the Members and of the trade in which they are engaged in so far as it is covered by this Association and by this Constitution; to take any steps which seem to the Members to be expedient in their interests and in particular to create by joint action greater efficiency and greater economy in production; to eliminate wasteful or redundant energy or activities; to place the Industry on the best possible basis to retain and expand trade; to maintain and extend trade relations with other Industries; to assist and encourage any person or persons engaged in merchandising products supplied by the Members; to secure continuity of employment for the greater benefit of employers and employees and maintain a fair standard of wages throughout the Industry; to promote and encourage harmonious relations between Members and their employees; to maintain and improve the standard of working conditions of Members' employees; to ensure the maintenance, renewal and improvement of capital equipment, and by doing so to secure a high standard of efficiency, thus aiming at a gradual reduction of costs to consumers, while maintaining high standards of qualities; to fix, regulate and control the minimum prices of washed sand and gravel supplied by Members ex quarry and delivered; *to allocate trade and, if so decided, to operate a quota system as hereinafter provided.*

Management

6. The affairs of the Association shall be conducted and controlled by the members in General Meeting and by the Chairman who need not be a member or be representing a member of the Association. The members may appoint a Committee consisting of the Chairman of the Association and two other members who shall control the financial transactions of the Association and carry out any other duties which may be allotted to them by the Members from time to time. The Chairman shall be elected and the Committee appointed at each Annual General Meeting to hold office for the year ensuing, and shall retire at the end of each year of office but shall be eligible for re-election.

In the event of the absence of the Chairman from any General Meeting a Deputy shall be elected at and for that Meeting.

If an independent Chairman, that is a person not a member or representing a member of the Association, is appointed the terms of his appointment shall be communicated to him and agreed at the Meeting at which the election is made.

For the purpose of the investment of the funds of the Association the Chairman and another one member to be appointed by the members in General Meeting, shall be Trustees for the Association. Any funds or assets of the Association may be held for the Association by Bank Nominees or other Nominees who shall be entitled to act on the instruction of the Association, of the Committee, or of the Trustees, as contained in certified excerpts from Minutes.

The Chairman or any member of the Committee or a Trustee may retire from office on giving notice to the Secretaries of the Association of his intention to do so one month before the date of retiral. Vacancies may be filled by the

Committee, and co-opted members shall hold office until the next Annual General Meeting when they shall retire, but shall be eligible for re-election.

The Association may sue or be sued in name of the Chairman and members for the time being of the Committee.

Secretaries

7. The Secretaries shall be appointed by the members annually in General Meeting and shall carry out their duties under the direction of the Committee or if there is no Committee, the members. The Secretaries shall operate the Association Selling Scheme including the invoicing of all sales by members through the Association, collection of accounts, and accounting thereof to members, attend all meetings of the Association including Committee Meetings, prepare Minutes of these Meetings, allocate and collect levies from members as hereinafter provided, prepare Accounts of the Association annually for submission to the members and conduct any scheme for allocation of trade and quotas which may be decided upon by the Association in General Meeting.

Meetings

8. An Annual General Meeting shall be held once in each calendar year and not more than fifteen months shall elapse from the date of the previous Annual General Meeting. Seven days Notice shall be given to the members of the Calling of an Annual General Meeting.

General Meetings shall be held from time to time as required and any two members may require the Secretaries to call a General Meeting on stating the business to be transacted at that Meeting. Such business will be notified to all members in the Notice calling the Meeting which shall be held within twenty-one days of written request being received by the Secretaries. The members shall be entitled to receive three days notice of General Meetings except when a Special Resolution is being proposed when fourteen days notice of the meeting shall be required, or when prices for an enquiry are to be fixed when the meeting may be called as speedily as possible.

Three members personally present shall be a quorum at any General Meeting.

Every member shall have one vote and voting at all meetings shall be by show of hands. Motions shall be declared carried if passed by a simple majority unless a majority of some other proportion is required by this Constitution.

A member may attend and vote at any meeting of the Association or of the Committee by any partner, Director or employee, and may appoint another member to be his proxy and to attend and vote on his behalf at any General Meeting, and such a proxy must be another member or be representing another member of the Association. The appointment of a proxy shall be made in writing and shall be lodged with the Chairman or the Secretaries at or prior to the commencement of the Meeting for which the proxy is granted, and shall be intimated to the members present by the Chairman or the Secretaries at the commencement of the Meeting.

General Committee Meeting

9. Meetings of the General Committee shall be conducted under the same rules as those applicable to General Meetings save that two members of the Committee shall form a quorum.

Resolutions

10. An Ordinary Resolution shall be required in matters affecting the General Management and conduct of the business of the Association. An Ordinary Resolution shall be declared carried if approved by a simple majority of those present and entitled to vote. In the event of the voting on an Ordinary Resolution being equal the Chairman shall have a casting vote.

A Special Resolution shall be required to alter the Constitution or the terms of Membership, to extend or limit the objects of the Association, to expel a member from the Association, to amalgamate with any other Association, to wind up the Association, or for any of the purposes for which a Special Resolution is necessary

as provided elsewhere in this Constitution. A Special Resolution shall be declared carried if approved by not less than three-fourths of those present and entitled to vote at a Meeting of which fourteen days notice of the intention to submit the Special Resolution has been given to all members.

Ordinary and Special Resolutions shall be binding on all members whether present or absent if they are carried by the required majority of those present and entitled to vote.

Selling Prices

11. As the Washed Sand and Gravel Association operate a schedule of minimum selling prices within a Scheduled Area adjacent to the Scheduled Area of the Association and forming part of the Combined Scheduled Area, the Association shall co-operate with the Washed Sand and Gravel Association and agree prices suitable for both areas. The Association shall in agreement with the Washed Sand and Gravel Association fix the minimum selling prices of Washed Sand and Gravel sold by members and the conditions of sale both ex quarry and delivered within the Combined Scheduled Area described in Article 2 hereof, and in like manner shall fix the haulage rates for deliveries to such points outwith the combined Scheduled Area as the members of either Association decide that a controlled price be operated, and a record of these will be kept by the Secretaries and be available to all members of both Associations. The prices within the Association's Scheduled Area may be varied from time to time as herein provided by Ordinary Resolution approved at a General Meeting of the Association provided Notice of the proposed alteration has been given to all members in the Notice of the Meeting.

The Association shall issue quotations to members and to approved merchants hereinafter referred to, in response to enquiries, and members and approved merchants are permitted to quote direct.

Accountancy Arrangements

12. The members shall prepare Return Sheets to be supplied by the Secretaries, showing full details of sales, and these Sheets shall be lodged daily with the Secretaries of the Association, and the correctness of such Returns shall be certified by a principal or director, or by an employee duly authorised by the member. All Returns may be verified by the Secretaries if instructed by the members in General Meeting to do so, by inspection and examination of members' books, and all necessary facilities for checking Returns shall be given by members. All invoicing to customers shall be carried out by the Secretaries who shall collect accounts due to the members and account from time to time to the members for the amounts collected. Should the Secretaries experience difficulty in collecting an account from a customer they shall report to the member supplying the goods, and should any part of the account remain unpaid after appropriate steps have been taken for its recovery such amount uncollected shall be written off in the books of the Association as a Bad Debt and borne by the member who supplied the goods.

Quotas and Allocations

13. *Any member may require the Secretaries to call a Meeting to consider the application of quotas and allocation of trade. If authorised by an Ordinary Resolution the Secretaries shall draw up a scheme of quotas and allocations for consideration by the members which scheme or any amendment thereof shall be subject to the approval of the members by Special Resolution.*

Approved Merchants

14. A list of Approved Merchants shall be prepared and approved by Ordinary Resolution by the members at the commencement of the Association's operations and an agreement setting out the terms and conditions of the appointment of the approved merchant shall be prepared and approved by the members in General Meeting. A duly approved agreement shall be signed by each merchant at the commencement of his appointment with the Association. Additional merchants may be appointed and existing merchants removed from the list by the Association by Ordinary Resolution from time to time.

Conditions of Membership

15. Members shall abide by the Constitution in all its respects and shall adhere strictly to the prices ex quarry and delivered as fixed by the Association from time to time both within and outwith the Combined Scheduled Area as being the minimum prices which may be charged. They shall make a full return to the Secretaries of all sales of Washed Sand, Washed Gravel and other Washed Quarry Products on the Daily Return Sheets provided for under Article 12. They shall allow to Approved Merchants discount on sales at the rate or rates fixed by the Association by Ordinary Resolution in agreement with the Washed Sand and Gravel Association and they shall be bound by any Resolution passed by the members at General Meetings with the required majority. Members may also act as merchants, and shall be entitled to the same discount as that paid to Approved Merchants from the member supplying the materials.

No member shall buy or sell, or attempt to buy or sell other goods at special prices with a view to influencing in the Member's direction orders for materials, the minimum prices of which are controlled by the Association.

Deposit Fund—Producers

16. (a) As a condition of Membership of the Association and as a guarantee of good faith all members on joining the Association shall deposit the sum of £250 with the Secretaries of the Association. Such deposits shall be retained by the Association and invested in the names of the Trustees for the Association for the time being in Bank Accounts or Securities as directed by the Committee, or if there is no Committee by the Members. The income arising from these funds shall be paid over to the members. The Secretaries shall have power to attach part or all of such deposits for non-payment of any monies due by a member to the Association including *inter alia*, fines, contributions, subscriptions and levies.

A member's deposit shall belong to him subject to the terms of the Constitution and shall be repaid to him on his withdrawal from the Association or on the termination of the Association subject to all monies due by him to the Association having been paid.

Deposit Fund—Merchants

(b) All Approved Merchants on being appointed to the Association shall deposit as a guarantee of good faith the sum of £250 with the Secretaries of the Association. These funds shall be invested in a manner similar to that provided for with members' deposits and the Interest from such investments shall be allocated and paid to the merchants annually in proportion to the amounts deposited by them. The Secretaries shall have power to attach part or all of such deposits for non-payment of any monies due by an Approved Merchant to the Association including any claim the Association may have for damages. The merchant's deposit shall belong to him subject to the terms of the Constitution, and shall be repaid to him on his withdrawal from the Association or on the termination of the Association subject to all monies due by him to the Association having been paid.

Expenses of Association

17. The Expenses of the Association shall be met by a levy on the members which shall be calculated on the tonnage sold by each member in each financial year to 31st December. Interim payments in advance will be made on the seventh day of each month and the levies for the first, second and third months of the operation of the Association shall be calculated on the tonnage output of each member during the first calendar month, and shall be due for payment for the first and second months on the seventh day of the second month, and for the third month on the seventh day of the third month. Subsequent levies shall be calculated on the month's tonnage output of the month immediately preceding the preceding calendar month. The total expenses to be collected monthly from the members may be fixed by the Committee, but the allocation amongst the members shall be carried out by the Secretaries alone.

Any surplus arising or any deficiency occurring on interim monthly payments shall be adjusted in the payment due for the next succeeding month.

Surplus or Deficit on Year's Working

18. Any surplus arising or any deficit occurring on the year's working shall be carried forward and adjusted by way of deduction from or addition to the first contribution receivable from the member in the ensuing year.

Banking

19. All monies received from fines, contributions, subscriptions, levies, investments or otherwise shall be banked in name of the Association in a Bank to be fixed by the members, and such Bank Account shall be operated on by the Secretaries.

Financial Accounts

20. Financial Accounts shall be prepared annually at 31st December, in each year by the Secretaries and presented to the members in Annual General Meeting. If required by the members the Accounts shall be audited by an independent firm of Accountants appointed by the members.

Complaints

21. If any member has a complaint to make regarding any other member having contravened the regulations governing quotations, prices and conditions of sale, or having committed a breach of this Constitution or otherwise, he shall refer the matter in writing to the Secretaries who have full powers to examine and investigate the complaint, and every member agrees in order to assist the investigation of a complaint to afford all facilities for inspection and examination of his books by the Secretaries. The Secretaries shall then refer the matter to the Committee or if there be no Committee to two members not interested in the complaint, who shall examine the Secretaries' report, and if they consider there is some foundation in the complaint they shall place the facts before a General Meeting of the members called for this purpose. The member against whom the complaint has been made shall be entitled to be heard at such Meeting, but shall have no vote in any Resolution affecting the complaint, and after he has been heard and has answered any questions the Chairman, Secretaries, or members present may put to him, shall retire from the meeting while the complaint is being discussed and a decision on it made. If the complaint be found justified by a majority of those present and entitled to vote, the offending member shall be given a warning or a fine imposed on him as decided upon by the members at the Meeting.

The money collected from such fines shall be used as the members in General Meeting may decide.

In the event of any fine being imposed it shall be paid to the Secretaries within fourteen days of notice of it having been given to the member on whom it is imposed, and if not then paid the Secretaries shall have power to appropriate the amount of the fine from any funds held by the Association on behalf of the member and, failing there being any such funds, from the member's share of the Deposit Fund.

Any decision made by the members under this Article will be final and binding on all members and it shall not be competent to refer such a decision to an Arbitrator appointed under Article Twenty-fifth hereof.

Alterations to Constitution

22. Alterations to this Constitution or additions to or deletions from it shall be made either at an Annual General Meeting or at a Meeting specially convened for this purpose of which due Notice has been given. Any alteration to the Constitution shall require a Special Resolution.

Retiral or Withdrawal of Members

23. A member may retire or withdraw from the Association at any time on giving written notice to the Secretaries of his intention to do so three months, or such shorter period as the other members in General Meeting may agree to accept, prior to the proposed date of retiral or withdrawal. Notice given under this Clause shall have no validity if at the time of giving it or during its currency any sum or sums due to the Association by such member are in arrear.

Any member withdrawing from the Association in the manner provided for in this Clause shall be entitled to a return of the amount contributed by him to the Deposit Fund after allowing for any sums due by him to the Association or in the option of the Association to his proportion of the Investments of the Fund and also to his share of other funds of the Association but without Interest, and subject to the deduction of any sum whatever due to the Association by the withdrawing member. No member withdrawing shall have any claim to a share of any Reserve Fund or any corporeal Assets of the Association.

Expulsion of Members

24. A member may be expelled from the Association if decided by Special Resolution at a General Meeting convened for this purpose of which notice has been duly given, and shall be deemed to have withdrawn from the Association from the date of the passing of the Special Resolution.

Arbitration

25. If any member considers himself aggrieved by any decision of a General Meeting or Committee Meeting or by any matter arising out of or connected with this Constitution in any way, other than a decision on a complaint under Article Twenty-first hereof, then in every such case if not amicably settled the matter in dispute shall be referred to an arbiter to be agreed between the member and the other members in General Meeting, and failing agreement to the Dean of the Faculty of Procurators in Glasgow for the time being. The arbiter's decision shall be final and binding on all concerned and he shall have power to apportion between the parties to such arbitration the costs incurred and to assess and award damages.

Continuation of the Association

26. This Association shall continue until such time as the members may decide by Special Resolution passed at a General Meeting held for the purpose of which due notice has been given that the Association be wound up.

Distribution of Funds on Final Winding-up

27. Any surplus funds standing at credit of the Association at the completion of the winding-up of the Association shall be divided amongst the members at the date of winding-up in proportion to the amounts of levy contributed by them during the year to 31st December immediately preceding the Meeting at which it is resolved to wind up the Association and any deficit shall be borne in the like proportion.

Interpretation of Agreement

28. Any dispute as to the interpretation of the Constitution shall be referred to an arbiter in terms of Article Twenty-fifth hereof whose decision shall be binding on all members.

We the signatories hereto contract with each other and with the Mid-Scotland Washed Sand and Gravel Association to be formed, and with all future members thereof who shall subscribe to the foregoing or any amended Constitution, that we shall observe and perform the whole articles and clauses of the foregoing Constitution and of any amendments thereof.

APPENDIX E

(Referred to in paragraph (xiii) of Introduction, paragraphs 82, 99 to 106, 132, 147 to 149 and 313)

The Merchant Agreement

MINUTE of AGREEMENT between THE WASHED SAND AND GRAVEL ASSOCIATION (hereinafter called "the West Association") OF THE FIRST PART; THE MID-SCOTLAND WASHED SAND AND GRAVEL ASSOCIATION (hereinafter called "the Mid-Scotland Association") OF THE SECOND PART and Messrs. (hereinafter called "the Agents") of THE THIRD PART.

WHEREAS the membership of the West Association and Mid-Scotland Association consist of Producers of Washed Sand and Gravel in Scotland who have subscribed to the Constitutions of either or both Associations AND WHEREAS the Agents are merchants dealing in Washed Sand and Gravel and are desirous of acting as selling agents for both Associations and their members; and whereas the parties desire to regulate the terms and conditions of the supply of Washed Sand and Gravel to the Agents by members of both Associations for delivery within the Area bounded by a line joining and including Arrochar, Greenock, Irvine, Kilmarnock, Strathaven, Carluke, a point east of Castlecary on a line joining Kilsyth and Linlithgow, Kilsyth, Drymen, Aberfoyle, Arrochar (but excluding Aberfoyle) (The West Association Area) and the Area bounded by a line joining and including Arrochar, Perth, Kirkcaldy, Portobello, Peebles, Carluke, a point east of Castlecary on a line joining Kilsyth and Linlithgow, Kilsyth, Drymen, Aberfoyle, Arrochar but excluding Carluke, Kilsyth, Drymen, and Arrochar (The Mid-Scotland Association Area) each area having a common boundary Arrochar, Aberfoyle, Drymen, Kilsyth, a point east of Castlecary on a line joining Kilsyth and Linlithgow, Carluke. THEREFORE the parties have agreed and do hereby agree as follows:—

FIRST: The Agents shall purchase their whole supplies of Washed Sand and Gravel for delivery within the Area bounded by a line joining and including Arrochar, Greenock, Irvine, Kilmarnock, Strathaven, Carluke, Peebles, Portobello, Kirkcaldy, Perth, Arrochar (the Combined Merchanting Area of the Producer Associations) from either the First or Second Parties or their members in terms of these presents.

SECOND: The Agents subscribing to this Agreement shall observe the Selling Prices and conditions of Sale jointly or separately operative within the West Association Merchanting Area and the Mid-Scotland Association Merchanting Area which shall from time to time be fixed by the members of the respective Association and notified to the Agents.

THIRD: The Agents shall not, within the West Association Area or the Mid-Scotland Association Area sell or offer for sale screened unwashed concrete sand.

FOURTH: The Agents shall receive from either the West Association or the Mid-Scotland Association a discount at the rate of seven and a half per cent. on the *ex-quarry* prices of materials sold in terms of this agreement or such other rate as may be agreed between the parties but this only upon orders received by the Agents during the currency of this Agreement which have been accepted by either Association or their Members. Discount shall be payable to the Agents by the Secretaries of the respective Associations at the end of the Third month following the month of execution of orders.

FIFTH: All invoices in respect of deliveries on account of the Agents for Washed Sand and Gravel supplied in accordance with this agreement shall be rendered by and payable to the Association receiving the Producing Member's Return of deliveries unless for a specific contract the Agent requests in writing to the Secretaries of both Associations that the other Producer Association invoice and collect and both the First and Second Parties agree to the request. In the event of any accounts being paid to the Agents they shall forthwith pay over all such sums received to the respective Associations. In the event of any

customer of the Agents failing to make payment of his account within two months of the same being rendered to such customer, the Agents shall on request forthwith pay the amount of such account to the respective Association and in the event of the account being paid to either Association in whole or in part at a later date by the said customer such payment shall be repaid to the Agent. The Agents shall be entitled at any time to institute proceedings in Court in respect of unpaid Accounts due by their customers; and may conjoin the name of either the First or Second Parties or any Member concerned in such proceedings, but always keeping the Associations and their Members clear of all expenses.

SIXTH: Supplies of Washed Sand and Gravel to Agents subscribing to this Agreement will be invoiced to the consumer at Delivered Prices only and Agents uplifting at Pit with their own transport will recover the Haulage Charge from the Producer member at the rate applicable to the point of delivery which shall be agreed by the First or Second Parties from time to time.

SEVENTH: The Agents shall at the commencement of this Agreement deposit with the Secretaries of the Association to whom application to act as selling Agents was originally made the sum of Five Hundred Pounds cash which deposit shall be retained by that Association and irrespective of the Association holding it shall afford the Agent concerned the privileges applicable to each Association. The deposit and the deposits to be received from other Agents shall be deposited in Bank or invested by or on behalf of and in name of the respective Association, or Bank nominees per that Association, as directed by the Producer Association holding the Deposit, and the resulting interest as earned shall be paid to the Agents in shares proportionate to the amounts contributed by them and to the periods of deposit. And upon the determination of this Agency (which shall mean the determination of the Agency with both Associations) and subject to Article EIGHTH, the proportionate share of the capital investments representing the sums as deposited by the Agents shall after the lapse of three months and upon a certificate being granted by the Secretaries of both Associations that all claims and questions between the parties hereto have been settled, be returned to the Agents with all interest as earned thereon.

EIGHTH: A breach or alleged breach by the Agents of any Article of this Agreement shall, in the first place, be considered by a Tribunal consisting of a representative from each Association and a Chairman to be mutually appointed by the First and Second Parties. Such breach, if not settled by acceptance of the decision of the Tribunal by the parties concerned, shall stand referred to the Arbitrator after mentioned, who shall have power to find and declare that a breach has occurred, and to assess and award damages. In the event of such damages remaining unpaid after Thirty days, the Agents shall in satisfaction of any award in relation to one Association forfeit in whole or in part fifty per cent. of the sum deposited by them in accordance with the immediately preceding article, which sum as forfeited shall thereafter belong to the Association under whose jurisdiction the breach was committed.

NINTH: This agreement shall commence as at the _____, notwithstanding the date hereof, and shall endure until _____, and for quarterly periods thereafter subject to determination by either party on three months notice to the others and taking effect at the end of any quarterly period i.e., 31st March, 30th June, 30th September, 31st December, providing that in the event of it being decided in terms of Article Eighth hereof that the Agents have committed a breach of any article of these presents either Association shall be entitled immediately to bring this Agreement to an end.

TENTH: In the event of any dispute, difference or question arising between the parties hereto, in respect of the meaning of these presents or the execution or implement thereof or as to any matter or question or in any way arising therefrom or otherwise in relation to the premises, the same shall be referred to the Dean of the Faculty of Procurators in Glasgow whom failing a substitute to be appointed by him.

AGENT.

THE WASHED SAND AND GRAVEL ASSOCIATION.

THE MID-SCOTLAND WASHED SAND AND GRAVEL ASSOCIATION.

APPENDIX F

(Referred to in paragraphs 82, 130 and footnote † in paragraph 180)

Note on the Members of the Washed Sand and Gravel Association and the Mid-Scotland Washed Sand and Gravel Association

Washed Sand and Gravel Association

Alexandra Transport Company, Ltd. was among the original members of the Washed Sand and Gravel Association. It is a subsidiary of Alexandra Building Services Ltd. and in its turn owns the entire share capital of the Cadder Brick Company Ltd., the Walkinshaw Brick Company, Ltd., Scottish Dunbrik Ltd., Alexandra (Craigpark) Ltd., and a majority interest in the Dalry Brick Company Ltd. In addition to three sand and gravel workings it operates six whinstone quarries and two brickworks, and owns a fleet of some 70-80 transport vehicles. It also runs a building trades merchant's business. Of the three sand and gravel workings, those at Loudounhill, near Darvel and Polnoon, near Eaglesham, have washing plant, but plant has not yet been erected at Blairroer, near Drymen.

P. Caulfield & Company, Ltd. is a quarrymaster and contractor. The firm became a member of the Washed Sand and Gravel Association in October, 1944. It has the following five sand and gravel workings in operation:

Oakburn, Jamestown,
Drumbeg, Drymen,
Drumkinnon Sand Pit, Balloch,
Mains of Cardross, by Dumbarton,
Crianlarich Quarry, Crianlarich,

of which the last three use washing plant.

Crosel, Ltd. has not produced sand and gravel for some years and now acts as a merchant of the material. It is, however, still a full member of the Washed Sand and Gravel Association and retains voting rights. It is closely connected with Crowley, Russell & Company Ltd., contractor and whinstone quarrymaster. The two concerns operate from the same Glasgow address and have the same management but Crowley, Russell & Company Ltd. does not obtain any financial benefit from Crosel Ltd. which has a separate directorate.

Keir & Cawder, Ltd. was among the original members of the Washed Sand and Gravel Association and has also been a member of the Mid-Scotland Washed Sand and Gravel Association since its formation. It is a subsidiary of Keir & Cawder Estates Ltd. and has itself a number of subsidiary and associated concerns. Among these are included Bishopbriggs Sand Quarries Ltd., the dry sand department of Keir & Cawder Ltd., the Whistleberry Brickworks Ltd. and the Cawder Coal Co. Ltd. which operates brickworks; the Houston Quarry Co. Ltd. which operates the transport and plant hire department for the organization; K. & C. (Weights) Ltd. which operates weighbridges for the sand and gravel workings and for public use; Scottish Cement Sales Ltd. which is the cement marketing department; Jaeger System Concrete Ltd. which markets ready-mixed concrete, and Kennedy & Co. Ltd. which is the plant-and-constructional-engineering department. Of these Keir & Cawder Ltd., Houston Quarry Co. Ltd., Bishopbriggs Sand Quarries Ltd., K. & C. (Weights) Ltd., Scottish Cement Sales Ltd. and Cawder Coal Co. Ltd. are operated as one managerial unit. Keir & Cawder Ltd. has sand and gravel workings at the following five places:

Bishopbriggs, near Glasgow,
West Linton, Peebles-shire,
Crofthead, near Glasgow,
Dumfin, Arden, Dunbartonshire,
Doune, Perthshire,

with washing plant at the last three.

Springbank Sand & Gravel Company Ltd. (see under Mid-Scotland Washed Sand and Gravel Association, below).

Mid-Scotland Washed Sand and Gravel Association

W. R. Filshie & Sons was among the original members of the Mid-Scotland Washed Sand and Gravel Association. It has a number of quarries near Denny, Stirlingshire, but all the material is processed at Headwood Quarry, Denny. The partners of *W. R. Filshie & Sons* own *James K. Millar (Sand & Gravel) Ltd.*, operating a quarry near Denny. The entire output of *James K. Millar (Sand & Gravel) Ltd.* is sold to *W. R. Filshie & Sons* in a raw state; it is then processed by *W. R. Filshie & Sons* and sold by that firm along with the rest of its processed sand and gravel. In the statistical records of Messrs. Filshie's sales it is impossible to distinguish separately that portion of the output coming from Messrs. Millar.

Springbank Sand & Gravel Company Ltd. was among the original members of the Mid-Scotland Washed Sand and Gravel Association. Earlier, the *Springbank Quarry Company Ltd.* had been among the original members of the Washed Sand and Gravel Association. The Quarry Company was at an early date replaced in membership of the Washed Sand and Gravel Association by the *Springbank Tile Company Ltd.*, the name of which was later changed to the *Springbank Sand & Gravel Company Ltd.* A 50 per cent. interest in the company is held by the *Springbank Quarry Company Ltd.*, which has extensive interests including whinstone quarries and aggregate coating plants in Lanarkshire and Renfrewshire, a granite producing company in the south of Scotland, an undertaking with a large fleet of motor haulage vehicles and a large business in precast concrete manufacture. It also undertakes all sales of the production of the *Springbank Sand & Gravel Company Ltd.* which obtains its materials from the *Doune Sand Quarry* where there is a processing plant.

APPENDIX G

(Referred to in paragraphs 122, 275 and 312)

Stop List Procedure

The following are examples of documents issued in connexion with the Stop List system, which have been submitted to us by the West and Mid-Scotland Associations:

- (a) Letter from the West Association drawing a customer's attention to an unpaid account.
- (b) Letter from the West Association warning a customer that supplies from members of the Association will be stopped if an overdue account is not settled.
- (c) Letter from the West Association notifying a customer that supplies from members of the Association have been stopped until settlement of account.
- (d) Letter from the West Association about customers whose payment of accounts are overdue.
- (e) Stop List issued by the West Association.
- (f) Stop List issued by the Mid-Scotland Association.
- (g) Letter from the Mid-Scotland Association notifying members that supplies to certain customers may be resumed.

In these examples the Association, by agreement with us, did not include the names of the individual customers on the Stop Lists.

- (a) Letter about an overdue account from the West Association.

The Washed Sand and Gravel
Association.

216, West George Street,
Glasgow, C.2.

Secretaries

Thomson McLintock & Co., C.A.

Dear Sir/s,

We would draw your attention to the account due by you to this Association amounting to £ in respect of purchases prior to which would appear to have been overlooked.

As you will be aware, accounts are nett monthly and we shall therefore be obliged if you will let us have your remittance in settlement within the next ten days.

Please accept our apologies if your remittance has crossed in the post with this letter.

Yours faithfully,

THOMSON McLINTOCK & CO.
Secretaries.

(b) Warning letter from the West Association.

The Washed Sand and Gravel
Association

216, West George Street,
Glasgow, C.2.

Secretaries

Thomson McLintock & Co., C.A.

Dear Sir/s,

We do not yet appear to have received payment of your account amounting to £ in respect of purchases prior to as requested in our letter of.

We would again remind you that Association accounts are nett monthly and it will be necessary to consider discontinuing supplies, a step which will be taken reluctantly, unless settlement is made not later than

We trust that this course will not be necessary.

Yours faithfully,

THOMSON McLINTOCK & CO.

Secretaries.

(c) Letter from the West Association notifying stoppage of supplies.

The Washed Sand and Gravel
Association

216, West George Street,
Glasgow, C.2.

Secretaries

Thomson McLintock & Co., C.A.

Dear Sir/s,

We regret that we have not yet received from you a remittance in settlement of your account in respect of purchases prior to as requested in our letters of

You place the Association in the position, therefore, of having to inform you that no further supplies of Washed Sand and Gravel can be given until *all* overdue accounts are settled, which we trust you will take steps to do by return.

Yours faithfully,

THOMSON McLINTOCK & CO.

Secretaries.

(d) Letter about customers in payment arrears.

The Washed Sand and Gravel
Association

216, West George Street,
Glasgow, C.2.

Secretaries

Thomson McLintock & Co., C.A.

Dear Sirs,

We give you undernoted list of your customers to whom we have written requesting payment in respect of purchases prior to

We trust you will take steps to secure immediate payment and so avoid stoppage of supplies.

Yours faithfully,

THOMSON McLINTOCK & CO.

Secretaries.

(e) Stop List of the West Association.

The Washed Sand and Gravel Association

216, West George Street,
Glasgow, C.2.

21st February, 1955.

Secretaries

Thomson McLintock & Co., C.A.

PRIVATE AND CONFIDENTIAL.

List of Firms whose supplies have been stopped

								£	s.	d.
1	...	...	...	...	...	...	...	195	1	3
2	...	...	...	...	...	...	...	4	16	7
3	...	...	...	...	...	...	...	22	12	2
4	...	...	...	...	...	...	...	5	12	3
5	...	...	...	...	...	...	...		8	4
6	...	...	...	...	...	...	...		19	1
7	...	...	...	...	...	...	...	1	11	11
8	...	...	...	...	...	...	...	8	12	5
9	...	...	...	...	...	...	...	6	4	8
10	...	...	...	...	...	...	...	81	7	0
11	...	...	...	...	...	...	...	314	1	3
12	...	...	...	...	...	...	...		18	7
13	...	...	...	...	...	...	...	131	18	2
14	...	...	...	...	...	...	...	5	11	8
15	...	...	...	...	...	...	...	18	0	6
16	...	...	...	...	...	...	...	6	1	0
17	...	...	...	...	...	...	...	1	11	9
18	...	...	...	...	...	...	...	112	13	4
19	...	...	...	...	...	...	...	239	5	6
20	...	...	...	...	...	...	...	16	9	10
21	...	...	...	...	...	...	...	2	16	10
22	...	...	...	...	...	...	...	4	19	4
23	...	...	...	...	...	...	...	4	18	3
24	...	...	...	...	...	...	...	5	17	4
25	...	...	...	...	...	...	...	11	19	0
26	...	...	...	...	...	...	...	14	11	5

List of Firms whose supplies have been stopped—(contd).

								£	s.	d.
27	...	...	...	...	...	...	...	1	8	11
28	...	...	...	...	...	...	...	23	15	6
29	...	...	...	...	...	...	...	5	5	0
30	...	...	...	...	...	...	...	23	19	1
31	...	...	...	...	...	...	...	6	18	1
32	...	...	...	...	...	...	...	2	0	3
33	...	...	...	...	...	...	...	6	6	11
34	...	...	...	...	...	...	...	33	3	7
35	...	...	...	...	...	...	...	17	15	4
36	...	...	...	...	...	...	...	108	2	6
37	...	...	...	...	...	...	...	18	15	11
38	...	...	...	...	...	...	...	37	19	4
39	...	...	...	...	...	...	...	10	6	4

(f) Stop List of the Mid-Scotland Association.

The Mid-Scotland Washed Sand and Gravel Association

20, Barnton Street,
Stirling.

Secretaries

Dickson, Middleton & Co., C.A.

2nd February, 1955.

PRIVATE AND CONFIDENTIAL

List of Firms whose supplies have been stopped

								£	s.	d.
1	...	...	...	...	...	...	...	41	13	6
2	...	...	...	...	...	...	...	4	3	3
3	...	...	...	...	...	...	...	16	6	
4	...	...	...	...	...	...	...	48	7	6
5	...	...	...	...	...	...	...	28	3	1
6	...	...	...	...	...	...	...	34	9	9
7	...	...	...	...	...	...	...	13	2	
8	...	...	...	...	...	...	...	148	6	9
9	...	...	...	...	...	...	...	15	6	7
10	...	...	...	...	...	...	...	1	7	11
11	...	...	...	...	...	...	...	2	19	2
12	...	...	...	...	...	...	...	2	13	8

Note :—The undernoted customers whose names appeared on the Stop List issued on 8th December, 1954, have now cleared their accounts and supplies may be resumed.

(g) Letter from the Mid-Scotland Association about resumption of supplies.
The Mid-Scotland Washed Sand and Gravel
Association.

20, Barnton Street,
Stirling.

Secretaries

Dickson, Middleton & Co., C.A.

PRIVATE AND CONFIDENTIAL.

9th March, 1955.

Dear Sirs,

With reference to the List of Stopped Accounts issued on 2nd February, 1955, the undernoted customers have now cleared their accounts and supplies may be resumed.

Yours faithfully,

DICKSON, MIDDLETON & CO.

Secretaries.

APPENDIX H

(Referred to in paragraph 185)

Sand and Gravel suitable for use for Building or Civil Engineering purposes supplied in the Reference Area during 1953

Notes: (i) Each quantity has been rounded off to the nearest thousand, and each percentage to the nearest $\frac{1}{2}$ per cent.
(ii) All percentages relate to the final grand total of tonnage or value.

	Sand		Gravel		Total	
	Thousand tons	£000	Thousand tons	£000	Thousand tons	£000
ASSOCIATED PRODUCERS*						
Washed quantity ...	599	259	355	185	955	445
per cent. ...	21 $\frac{1}{2}$	26	13	18 $\frac{1}{2}$	34 $\frac{1}{2}$	44 $\frac{1}{2}$
Unwashed quantity	268	56	3	1	272	58
per cent. ...	9 $\frac{1}{2}$	5 $\frac{1}{2}$	—	—	10	6
Total quantity ...	868	316	359	187	1,226	502
per cent. ...	31 $\frac{1}{2}$	31 $\frac{1}{2}$	13	18 $\frac{1}{2}$	44 $\frac{1}{2}$	50 $\frac{1}{2}$
OTHER PRODUCERS						
Washed quantity ...	200	72	120	59	320	131
per cent. ...	7	7	4 $\frac{1}{2}$	6	11 $\frac{1}{2}$	13
Unwashed quantity	1,087	332	124	32	1,211	364
per cent. ...	39 $\frac{1}{2}$	33 $\frac{1}{2}$	4 $\frac{1}{2}$	3	44	36 $\frac{1}{2}$
Total quantity ...	1,287	404	244	91	1,531	495
per cent. ...	46 $\frac{1}{2}$	40 $\frac{1}{2}$	9	9	55 $\frac{1}{2}$	49 $\frac{1}{2}$
ALL PRODUCERS						
Washed quantity ...	800	332	475	244	1,275	575
per cent. ...	29	33	17	24 $\frac{1}{2}$	46	57 $\frac{1}{2}$
Unwashed quantity	1,356	388	127	34	1,483	422
per cent. ...	49	39	4 $\frac{1}{2}$	3 $\frac{1}{2}$	54	42 $\frac{1}{2}$
Total quantity ...	2,155	720	602	277	2,757	997
per cent. ...	78	72	22	28	100	100

* { Alexandra Transport Co. Ltd.
P. Caulfield & Co. Ltd.
W. R. Filshie & Sons
Gradings Ltd.
Keir & Cawder Ltd. and Bishopbriggs Sand Quarries Ltd.
Springbank Sand & Gravel Co. Ltd.

APPENDIX I

(Referred to in paragraph (xiii) of Introduction, paragraphs 94 and 207)

Minimum Selling Prices of the Washed Sand and Gravel Association
per ton of Washed Material

(Operative from the dates shown)

Type of Material	21.9.1939		4.12.1939		8.5.1940		24.10.1940		1.7.1941		24.11.1941		1.7.1945		8.7.1946		10.3.1947		1.12.1947		3.4.1950		1.5.1950		5.2.1951		30.4.1951		25.2.1952		7.4.1952	
	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered		
GRAVEL:	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
2 in. and over ...	5 0	7 6	5 6	8 6	5 6	9 0	5 6	9 5	5 9	9 11	6 3	10 5	6 3	10 5	6 9	10 11	6 9	11 5	—	—	—	—	—	—	—	—	—	—	—	—	—	—
1½ in. ...	5 6	8 0	6 0	9 0	6 0	9 6	6 0	9 11	6 3	10 5	6 9	10 11	6 9	10 11	7 3	11 5	7 3	11 11	7 3(e)	12 6(e)	7 3(e)	12 6(e)	7 3(e)	13 0(e)	7 3(e)	13 7(e)	7 9(e)	14 1(e)	8 3(e)	14 7(e)	8 11(e)	15 3(e)
1 in. ...	8 0	10 6	8 9	11 9	8 9	12 3	8 9	12 8	9 0	13 2	9 6	13 8	9 6	13 8	10 3	14 5	10 3	14 11	10 3	15 6	10 3	15 6	10 3	16 0	10 3	16 7	10 9	17 1	11 3	17 7	11 11	18 3
¾ in. ...	8 0	10 6	8 9	11 9	8 9	12 3	8 9	12 8	9 0	13 2	9 6	13 8	9 6	13 8	10 3	14 5	10 3	14 11	10 3	15 6	10 3	15 6	10 3	16 0	10 3	16 7	10 9	17 1	11 3	17 7	11 11	18 3
½ in. ...	8 0	10 6	8 9	11 9	8 9	12 3	8 9	12 8	9 0	13 2	9 6	13 8	9 6	13 8	10 3	14 5	10 3	14 11	10 3	15 6	10 3	15 6	10 3	16 0	10 3	16 7	10 9	17 1	11 3	17 7	11 11	18 3
¼ in. ...	10 0	12 6	10 6	13 6	10 6	14 0	10 6	14 5	10 9	14 11	11 3	15 5	11 3	15 5	12 1	16 3	12 1	16 9	12 1	17 4	12 1	17 4	12 1	17 10	12 1	18 5	12 7	18 11	13 1	19 5	13 9	20 1
2 in.—⅜ in. ...	5 9	8 3	6 6	9 6	6 6	10 0	6 6	10 5	6 9	10 11	7 3	11 5	7 3	11 5	7 9	11 11	7 9	12 5	—	—	—	—	—	—	—	—	—	—	—	—	—	—
1½ in.—⅜ in. ...	5 9	8 3	6 6	9 6	6 6	10 0	6 6	10 5	6 9	10 11	7 3	11 5	7 3	11 5	7 9	11 11	7 9	12 5	7 9	13 0	7 9	13 0	7 9	13 6	7 9	14 1	8 3	14 7	8 9	15 1	9 5	15 9
¾ in.—⅜ in. ...	8 0	10 6	8 9	11 9	8 9	12 3	8 9	12 8	9 0	13 2	9 6	13 8	9 6	13 8	10 3	14 5	10 3	14 11	10 3	15 6	10 3	15 6	10 3	16 0	10 3	16 7	10 9	17 1	11 3	17 7	11 11	18 3
½ in.—⅜ in. ...	—	—	—	—	—	—	—	—	—	—	—	—	—	—	12 4	16 6	12 4	17 0	12 4	17 7	12 4	17 7	12 4	18 1	12 4	18 8	12 10	19 2	13 4	19 8	14 0	20 4
¼ in.—⅜ in. ...	8 0	10 6	8 9	11 9	8 9	12 3	8 9	12 8	9 0	13 2	9 6	13 8	9 6	13 8	10 3	14 5	10 3	14 11	10 3	15 6	10 3	15 6	10 3	16 0	10 3	16 7	10 9	17 1	11 3	17 7	11 11	18 3
SAND:																																
⅜ in. and under ...	3 9	6 3(a)	4 6(c)	7 0(c)	4 6(c)	7 6(c)	4 6(c)	7 6(c)	4 9	8 0	5 3	8 6	5 3	9 5	5 8	9 10	5 8	10 4	5 8	10 11	5 11	11 6	5 11	12 0	5 11	12 7	7 1	13 9	8 3	14 11	9 0	15 8
BALLASTS (2 PARTS GRAVEL, 1 PART SAND):																																
2 in. Gravel ...	—	—	5 3(d)	8 0(d)	5 3(d)	8 6(d)	5 3(d)	8 10(d)	5 6	9 4	6 0	9 10	6 0	10 2	6 5	10 7	6 5	11 1	—	—	—	—	—	—	—	—	—	—	—	—	—	—
1½ in. Gravel ...	5 0	7 6(b)	5 6(d)	8 3(d)	5 6(d)	8 9(d)	5 6(d)	9 1(d)	5 9	9 7	6 3	10 1	6 3	10 5	6 9	10 11	6 9	11 5	6 9	12 0	6 9	12 0	6 9	12 6	6 9	13 1	7 7	13 11	8 3	14 7	9 0	15 4
2 in.—⅜ in. Gravel ...	—	—	—	—	—	—	—	—	—	—	6 6	10 5	6 6	10 8	7 1	11 3	7 1	11 9	—	—	—	—	—	—	—	—	—	—	—	—	—	—
1½ in.—⅜ in. Gravel ...	—	—	—	—	—	—	—	—	—	—	6 6	10 5	6 6	10 8	7 1	11 3	7 1	11 9	7 1	12 4	7 1	12 4	7 1	12 10	7 1	13 5	7 11	14 3	8 7	14 11	9 4	15 8
¾ in. Gravel ...	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	8 11	15 3	9 8	16 0	10 4	16 8	11 1	17 5

The prices remained unchanged after April 1952 except for an increase of water content allowance. An allowance of 5 per cent. on washed sand had been given from April 1950. On 1st March 1954 this was increased to 7½ per cent. on washed sand and 2 per cent. on washed gravels and washed ballasts in which the coarsest gradings were not over ¾ in. In June 1954 it was agreed to give a water content allowance of 4 per cent. on all ballast containing ¾ in. and ½ in. ballast.

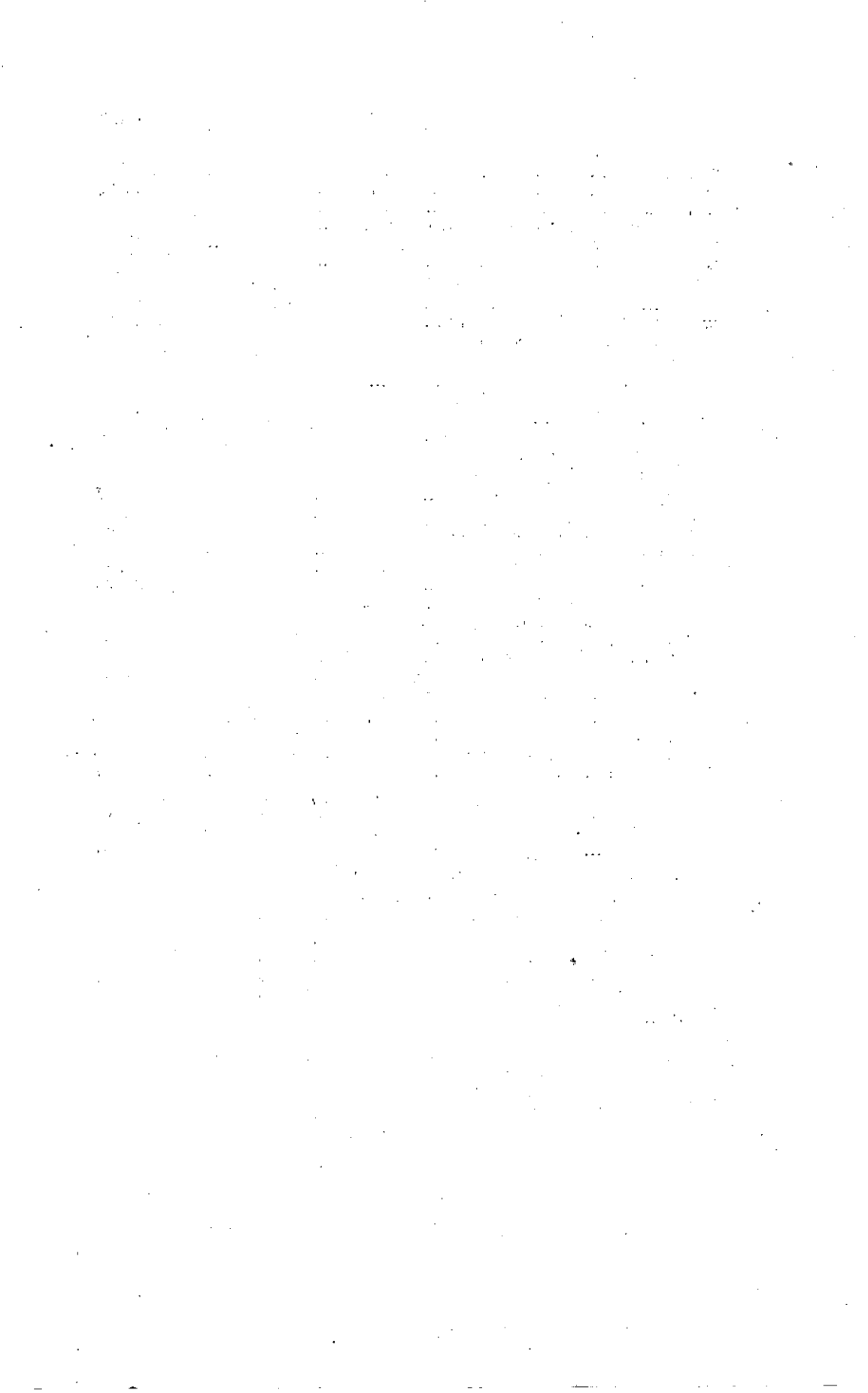
(a) 5s. 9d. delivered in Glasgow; for sand delivered in the Paisley, Renfrew and Hillington area the prices were 4s. 6d. ex-pit and 7s. 0d. delivered.

(b) 7s. 3d. delivered in Glasgow; for ballast delivered in the Paisley, Renfrew and Hillington area the prices were 5s. 6d. ex-pit and 8s. 0d. delivered.

(c) Prices delivered in Glasgow 9d. less.

(d) Prices delivered in Glasgow 3d. less.

(e) 1½ in. and/or over.



APPENDIX J

(Referred to in paragraphs 94 and 207)

Minimum Selling Prices of the Mid-Scotland Washed Sand and Gravel Association per ton of Washed Material

(Operative from the dates shown)

Type of Material	3rd August, 1951		5th March, 1952		7th April, 1952	
	Ex-pit	Delivered	Ex-pit	Delivered	Ex-pit	Delivered
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
GRAVEL						
1½ in. and/or over	7 3	12 9	7 3	12 9	7 10	13 4
1 in.	9 9	15 3	9 9	15 3	10 4	15 10
¾ in.	9 9	15 3	9 9	15 3	10 4	15 10
⅝ in.	10 9	16 3	10 9	16 3	11 4	16 10
1½ in.—¾ in.	8 3	13 9	8 3	13 9	8 10	14 4
1 in.—¾ in.	10 3	15 9	10 3	15 9	10 10	16 4
¾ in.—⅝ in.	10 3	15 9	10 3	15 9	10 10	16 4
⅝ in.—⅜ in.	10 9	16 3	10 9	16 3	11 4	16 10
SAND						
⅜ in. and under...	6 6	12 0	7 8	13 2	8 3	13 9
BALLAST (2 parts Gravel, 1 part Sand)						
1½ in. Gravel ...	7 0	12 6	7 5	12 11	8 0	13 6
1½ in.—¾ in. Gravel	7 8	13 2	8 1	13 7	8 8	14 2
¾ in.—⅝ in. Gravel	—	—	9 5	14 11	10 0	15 6

APPENDIX K

(Referred to in paragraph (xiii) of Introduction and paragraph 211)

Recorded Haulage Rates of the Washed Sand and Gravel Association

		Per Ton				Per Ton	
		s.	d.			s.	d.
Airdrie	...	Sand	7 9	Dunoon	...	Sand	26 8
		Gravel	7 4			Gravel	25 5
Ardlui	...	Sand	15 0	Dalmally	...	Sand	24 8
		Gravel	14 6			Gravel	23 6
Arrochar	...	Sand	9 9	Eaglesham	...	Sand	7 5
		Gravel	9 4			Gravel	7 1
Baillieston	...	Sand	7 1	East Kilbride	...	Sand	6 8
		Gravel	6 7			Gravel	6 4
Barrhead	...	Sand	7 7	Eddlewood	...	Sand	8 2
		Gravel	7 1			Gravel	7 7
Beith	...	Sand	8 4	Finart Pier	...	Sand	9 5
		Gravel	8 0			Gravel	9 0
Bellshill	...	Sand	7 1	Gartsherrie	...	Sand	7 1
		Gravel	6 7			Gravel	6 7
Blantyre	...	Sand	7 9	Glasgow Pollok Scheme (including Priesthill and Househillwood)	...	Sand	7 1
		Gravel	7 4			Gravel	6 7
Bothwell	...	Sand	7 4	Thornliebank	...	Sand	7 1
		Gravel	7 0			Gravel	6 7
Bridge of Weir	...	Sand	8 8	Gourock	...	Sand	10 10
		Gravel	8 4			Gravel	9 7
Busby	...	Sand	7 1	Greenock	...	Sand	9 9
		Gravel	6 7			Gravel	8 7
Butterbridge	...	Sand	15 3	Greenock Upper...	...	Sand	10 10
		Gravel	14 6			Gravel	9 7
Point 4 miles beyond Butterbridge	...	Sand	16 6	Hamilton	...	Sand	7 9
		Gravel	15 9			Gravel	7 4
Balmaha	...	Sand	7 1	Houston	...	Sand	7 4
		Gravel	6 7			Gravel	7 1
Caldercruix	...	Sand	9 2	Howood	...	Sand	7 10
		Gravel	8 7			Gravel	7 7
Carfin	...	Sand	8 2	Holytown	...	Sand	8 2
		Gravel	7 7			Gravel	7 7
Carluke	...	Sand	8 4	Inverary	...	Sand	16 0
		Gravel	8 0			Gravel	15 4
Carstairs	...	Sand	7 7	Inverkip	...	Sand	13 5
		Gravel	7 3			Gravel	13 11
Castlemilk Reservoir	...	Sand	7 1	Johnstone	...	Sand	7 4
		Gravel	6 7			Gravel	7 1
Chapelhall	...	Sand	8 2	Kilmun	...	Sand	25 8
		Gravel	7 7			Gravel	24 5
Chapelton	...	Sand	6 10	Kilbarchan	...	Sand	7 9
		Gravel	6 4			Gravel	7 1
Clarkston (Airdrie)	...	Sand	8 2	Kilbirnie	...	Sand	8 4
		Gravel	7 7			Gravel	8 0
Clarkston (Renfrewshire)	...	Sand	7 1	Kilcreggan	...	Sand	11 3
		Gravel	6 7			Gravel	10 8
Clynder	...	Sand	10 3	Kilmacolm	...	Sand	9 5
		Gravel	9 7			Gravel	9 0
Coatbridge	...	Sand	7 1	Kilwinning	...	Sand	6 8
		Gravel	6 7			Gravel	6 4
Cleland	...	Sand	8 2	Langbank	...	Sand	7 9
		Gravel	7 7			Gravel	7 4
Coulport	...	Sand	14 9	Larkhall	...	Sand	7 4
		Gravel	13 11			Gravel	7 0
Cove	...	Sand	11 3	Lawers (See Minutes)	...	*	
		Gravel	10 8	Lesmahagow	...	Sand	7 4
Cumbernauld	...	Sand	7 1			Gravel	7 0
		Gravel	6 7				

* This is a reference to the Association Minutes.

			Per Ton					Per Ton		
			s.	d.				s.	d.	
Limekilnburn	Sand	6	10	Plains, near Airdrie	...	Sand	8	2
			Gravel	6	4			Gravel	7	7
Loch Sloy:			Sand	15	0	Rosneath Castle	...	Sand	10	10
Inveruglas	Gravel	14	4			Gravel	10	4
Dam	Sand	18	3	Roughrigg Water Works,	...	Sand	8	2
			Gravel	17	4	near Airdrie	...	Gravel	7	7
Main Adit or Surge Shaft			Sand	15	0					
			Gravel	14	4					
Glen Falloch:			Sand	19	5	Shira Glen,	...	Sand	13	0
Site No. 1				Clachan	...	Gravel	12	4
Site No. 2	Sand	22	4			Sand	23	8
			Gravel	21	2	Brannie Portals	...	Gravel	22	5
Lochwinnoch	Sand	8	10			Sand	25	4
			Gravel	8	6	Lower Dam Area	...	Gravel	24	1
Lochgoilhead	Sand	13	2			Sand	26	2
			Gravel	12	6	Main Dam Area	...	Gravel	24	4
Moodiesburn	Sand	7	5			Sand	25	4
			Gravel	7	1	Sithern Aqueduct	...	Gravel	14	1
Mossend	Sand	7	1					
			Gravel	6	7	Shotts	...	Sand	9	5
Motherwell	Sand	7	9			Gravel	9	0
			Gravel	7	4	Stonehouse	...	Sand	6	10
Neilston	Sand	7	10			Gravel	6	4
			Gravel	7	4	Strathaven	...	Sand	6	8
Newarthill	Sand	8	2			Gravel	6	4
			Gravel	7	7	Salisbury	...	Sand	9	11
Newhouse	Sand	8	2			Gravel	9	5
			Gravel	7	7	Tannochside	...	Sand	7	1
Newmains	Sand	9	5			Gravel	6	7
			Gravel	9	0	Tarbet	...	Sand	9	5
New Stevenston	Sand	8	2			Gravel	9	0
			Gravel	7	7	Thornliebank	...	Sand	7	1
Newton Mearns	Sand	7	4			Gravel	6	7
			Gravel	7	1	Uplawmoor	...	Sand	8	5
Nitshill	Sand	7	4			Gravel	8	1
			Gravel	6	10	Westburn	...			
Patterton	Sand	8	2			Assoc.		
			Gravel	6	7	Whistlefield	...	Sand	8	2
Port Glasgow	Sand	9	5			Gravel	9	2
			Gravel	8	4	Wishaw	...	Sand	8	7

APPENDIX L

(Referred to in paragraph 211)

Recorded Haulage Rates of the Mid-Scotland Washed Sand and Gravel Association

Note : Where no separate rate for $\frac{3}{4}$ " down gravel is shown, the general gravel rate applies to all sizes of gravel including $\frac{3}{4}$ " down.

		Per Ton				Per Ton	
		s. d.				s. d.	
Aberuthven	... ..	Sand	8 6	<i>Breadalbane Project</i>		Sand	16 6
		Gravel	8 0			Killin to Kenknock	... ..	Gravel	16 6
Aberdour	... ..	Sand	10 5			Sand	21 0
		Gravel	9 11	Kenknock to Lubroch	... ..	Gravel	21 0
Armadale	... ..	Sand	11 3			Sand	23 0
		Gravel	9 11	Stronuich	... ..	Gravel	23 0
Avonbridge	... ..	Sand	9 7			Sand	8 0
		Gravel	9 1	Brig o'Turk (Glen Finglass)	... ..	Gravel	8 0
Ballingry	... ..	Sand	10 9	Cardenden	... ..	Sand	10 5
		Gravel	10 2			Gravel	9 11
Balgedie	... ..	Sand	10 4	Comrie (Fife)	... ..	Sand	7 0
		Gravel	9 9			Gravel	7 0
Balerno	... ..	Sand	11 8	Cowdenbeath	... ..	Sand	10 2
		Gravel	8 11			Gravel	9 7
Bathgate	... ..	Sand	11 3	Crossgates	... ..	Sand	10 2
		Gravel	9 11			Gravel	9 7
<i>BEA (Overhead Cables)—</i>							
<i>Bonnybridge to Bathgate Contract No. 1</i>							
Bonnybridge to Easter Pirlyhill	... ..	Schedule Area Rate					
		s. d.					
Easter Pirlyhill to Standburn	... ..	Sand	8 3	Culross	... ..	Sand	7 0
		Gravel	8 3			Gravel	6 6
Standburn to Torphichen	... ..	Sand	9 4	Currie	... ..	Sand	11 4
		Gravel	8 9	California	... ..	Sand	8 3
Torphichen to Bathgate	... ..	Sand	11 3			Gravel	8 3
		Gravel	9 11	Dunfermline	... ..	Sand	9 4
<i>BEA (Overhead Cables)—</i>							
<i>Bonnybridge to Bathgate Contract No. 2</i>							
Bonnybridge to Easter Pirlyhill	... ..	Schedule Area Rate					
		s. d.					
Easter Pirlyhill to Standburn	... ..	Sand	8 3	Dunning	... ..	Sand	8 6
		Gravel	8 3			Gravel	8 0
Standburn to Parkhead	... ..	Sand	8 9	Dalkeith	... ..	Sand	13 2
		Gravel	8 6			Gravel	9 11
Parkhead to Muckraw	... ..	Sand	9 9			Gravel	9 5
		Gravel	9 0	Dalmeny	... ..	Sand	11 0
Muckraw to Woodbank	... ..	Sand	10 3			Gravel	9 11
		Gravel	9 6			Gravel	9 5
Woodbank to Bathgate	... ..	Sand	11 3	Edinburgh	... ..	Sand	11 4
		Gravel	9 11			Gravel	8 11
Bilston, Glencolliery, Midlothian	... ..	Sand	13 2			Gravel	8 5
		Gravel	9 11	Edinburgh-Eskbank	... ..	Sand	13 2
Broxburn	... ..	Sand	11 3	<i>Edinburgh Sighthill (Scottish Construction Co. Ltd.)</i>			
		Gravel	9 11			Sand	11 1
		Gravel	9 5			Gravel	8 11
Burntisland	... ..	Sand	10 9			Gravel	8 5
		Gravel	10 2	Edinburgh (Turnhouse)	... ..	Sand	10 3
						Gravel	8 11
						Gravel	8 5
				East Calder	... ..	Sand	11 3
						Gravel	9 11
						Gravel	9 5
				Fauldhouse	... ..	Sand	11 3
						Gravel	9 11
				Forteviot	... ..	Sand	8 6
						Gravel	8 0

			Per Ton					Per Ton			
			s.	d.				s.	d.		
Glenrothes	Sand	14	10	Mid Calder	...	...	Sand	11	3
Glendevon	Sand	7	8				Gravel	9	11
Harthill	Sand	10	9				Gravel	9	5
			Gravel	9	4	Milnathort	...	...	Sand	9	4
Hill of Beath	Sand	10	2				Gravel	8	9
			Gravel	9	7	Musselburgh	...	...	Sand	13	9
High Valleyfield	Sand	7	0				Gravel	9	11
			Gravel	6	6	Muthill	...	...	Sand	8	3
Inverkeithing	Sand	10	5				Gravel	7	8
			Gravel	9	11	Newtongrange	...	...	Sand	13	2
Kinross	Sand	9	4				Gravel	9	11
			Gravel	8	9	North Queensferry	...	...	Sand	10	5
Kinghorn	Sand	11	3				Gravel	9	11
			Gravel	10	9	Peebles	...	...	Sand	22	6
Kirkcaldy	Sand	11	3				Gravel	22	0
			Gravel	9	11	Penicuik	...	...	Sand	15	11
Kirk o'Shotts	Sand	9	5				Gravel	12	6
			Gravel	9	5	Portobello	...	...	Sand	12	9
Kirknewton	Sand	11	9				Gravel	8	11
			Gravel	9	11	Pool of Muckhart	...	...	Sand	8	3
			Gravel	9	5				Gravel	7	8
Kirkliston	Sand	10	0	Rosyth	...	...	Sand	9	4
			Gravel	8	5				Gravel	8	9
Kinglassie	Sand	10	9	Rumbling Bridge	...	...	Sand	8	3
			Gravel	10	2				Gravel	7	8
Killin	Sand	14	0	Rosewell	...	...	Sand	13	9
			Gravel	14	0				Gravel	9	11
Kelty (Fife)	Sand	9	4	Shotts	...	...	Sand	9	6
			Gravel	8	9				Gravel	9	1
Lawers	Sand	15	11	Slamannan	...	...	Sand	8	3
			Gravel	15	11				Gravel	8	3
			1½" Washed Ballast	11	0	South Queensferry	...	...	Sand	10	9
Leith	Sand	11	4				Gravel	9	5
			Gravel	8	11	Stoneyburn	...	...	Sand	9	11
			Gravel	8	5				Gravel	9	11
Lockgelly	Sand	10	9	Thornton (Fife)	...	...	Sand	13	9
			Gravel	10	2				Sand	11	3
Livingstone	Sand	11	3	Uphall	...	...	Gravel	9	11
			Gravel	9	11				Sand	11	3
			Gravel	9	5	West Calder	...	...	Sand	11	3
Linlithgow (Bridgen d)	Sand	8	6				Gravel	9	11
			Gravel	7	6	Whitburn	...	...	Sand	11	3
Maddiston	Sand	6	7				Gravel	9	11
			Gravel	6	7	Winchburgh	...	...	Sand	9	9
									Gravel	8	5

APPENDIX M

(Referred to in paragraph (vii) of Introduction and paragraph 244)

List of the Principal Sources of Evidence

The Washed Sand and Gravel Association
The Mid-Scotland Washed Sand and Gravel Association
Edinburgh City Corporation
Glasgow City Corporation
Clackmannan County Council
Fife County Council
Kinross County Council
Lanark County Council
Midlothian County Council
Perth County Council
Renfrew County Council
Stirling County Council
West Lothian County Council
North of Scotland Hydro-Electric Board
Royal Institution of Chartered Surveyors (Scottish Branch)
Royal Incorporation of Architects in Scotland
Scottish Special Housing Association, Ltd.
Scottish Industrial Estates, Ltd.
Ministry of Works (Scottish Headquarters)
Commissioners of Crown Lands
Federation of Civil Engineering Contractors
Federation of Master Builders
Scottish National Building Trades' Federation
The Central Scotland Whinstone Association
Road Haulage Association, Ltd.
British Road Services

In addition evidence was obtained from fifteen non-Association producers of sand and gravel, eleven building and civil engineering contractors, four builders, twenty-eight builders' merchants (including the Association merchants), sixteen haulage contractors, and nine makers of plant used in sand and gravel extraction.

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