

## **APPENDIX I**

*(Referred to in paragraph (i) of the Introduction)*

### **THE REFERENCE**

Whereas it appears to the Board of Trade that it is or may be the fact that conditions to which the Monopolies and Restrictive Practices (Inquiry and Control) Act, 1948, applies prevail as respects the supply of tea:

Now therefore the Board in pursuance of Section 2 (1) of the said Act hereby refer to the Monopolies and Restrictive Practices Commission for investigation and report the matter of such supply.

The Commission shall as respects such supply investigate and report on:

- (1) whether the conditions to which the Act applies in fact prevail and if so in what manner and to what extent;
- (2) the things which are done by the parties concerned as a result of or for the purpose of preserving those conditions; and
- (3) whether the conditions in question or all or any of the things done as aforesaid operate or may be expected to operate against the public interest.

DATED this 7th day of September, 1955.

E. A. COHEN,  
A Secretary of the Board of Trade.

### **THE MONOPOLIES AND RESTRICTIVE PRACTICES (INQUIRY AND CONTROL) ACT, 1948, AS AMENDED**

#### **DIRECTION BY THE BOARD OF TRADE**

##### **TEA**

Whereas on the 7th day of September, 1955, the Board of Trade in pursuance of Section 2 (1) of the Monopolies and Restrictive Practices (Inquiry and Control) Act, 1948, referred to the Monopolies and Restrictive Practices Commission (hereinafter referred to as "the Commission") for investigation and report the supply of tea;

And whereas the Commission have not made a final report to the Board in pursuance of the said reference;

And whereas by virtue of Section 29 (3) of the Restrictive Trade Practices Act, 1956, except so far as the Board may otherwise direct, the said reference will lapse on the 2nd day of September, 1956;

Now, therefore, the Board in pursuance of the power conferred on them by the said Section 29 (3) hereby direct that the said reference shall not lapse and the proceedings of the Commission thereunder shall be continued accordingly.

DATED this 30th day of August, 1956.

L. H. ROBINSON,  
A Secretary of the Board of Trade.

## **APPENDIX II**

*(Referred to in paragraph (iv) of the Introduction)*

### **PRINCIPAL SOURCES OF EVIDENCE**

The Tea Trade Committee

The Indian Tea Association (London)

The Pakistan Tea Association (London)

The South Indian Association in London

The Ceylon Association in London

The Indonesia Association (Inc.)

The London Committee of the Nyasaland Tea Association Ltd.

The Tea Boards of Kenya, Uganda and Tanganyika

The Tea Brokers' Association of London

The Tea Buying Brokers' Association of London

The Tea Buyers' Association

The Tea Clearing House

The International Tea Committee

Board of Trade

Ministry of Agriculture, Fisheries and Food

We also obtained evidence from a number of individual producers, agency houses, blenders and packers as well as from individual distributors and their associations.

## APPENDIX III

(Referred to in paragraph 37)

### RULES OF THE INDIAN TEA ASSOCIATION (LONDON)

1. The name of the association is and shall be the Indian Tea Association (London) hereinafter referred to as "the Association".

2. The objects of the association are and shall be to promote the interest of all matters connected with the tea industry, and more especially with that of tea growing in India, to co-operate with the Indian Tea Association in Calcutta and its branch associations and to associate itself with other associations and bodies having the same or like objects in view and whether in or outside India.

3. The following shall be eligible for membership: any company, estate, firm or individual person interested or engaged in the production of tea in India.

All applications for membership shall be sent to the secretary of the association. Applications for membership shall be proposed by one member and seconded by another member of the committee and election shall be decided by a majority of votes at any meeting of the committee.

The committee shall be entitled to elect any person of distinction to honorary membership of the association.

4. The annual subscription to the association payable by any such company or estate as aforesaid shall be fixed by the committee from time to time.

The annual subscription of firms shall be 2 guineas and individuals 1 guinea.

All subscriptions shall be due immediately upon election and thereafter on the 1st of January each year.

5. Any member may resign his membership of the association by giving notice in writing of such resignation to the secretary, but he shall continue liable for any unpaid subscription for the year in which he resigns.

If any member fails to pay his subscription within six months after the date on which it falls due he shall cease to be a member of the association provided that the committee shall have power to reinstate such member upon receiving a satisfactory explanation of the delay in payment and on payment of all outstanding subscriptions.

6. The committee shall be empowered by a majority of two-thirds of those personally present at any meeting convened to consider the conduct of a member to cancel his membership if the conduct of such member is, in their opinion, contrary to the interest of the association. Such member shall be notified of the meeting and shall be at liberty to attend and address such meeting.

7. Each member of the association shall from time to time communicate to the secretary in writing an address in the United Kingdom which he desires to be his registered address, to which all notices shall be delivered or sent by post.

8. The president of the association for the ensuing year shall be elected at the annual general meeting of members.

9. The chairman and deputy-chairman must be members of the association, and shall be elected at the annual general meeting of the association. The retiring chairman and deputy-chairman may be re-elected at such meetings.

10. The committee shall consist of not more than sixteen members, nor less than ten members, exclusive of the chairman and deputy-chairman, who shall be ex-officio members of the committee, and shall be elected at the annual general meeting of members. Members of the committee who shall be eligible for re-election must be members of the association.

11. (a) Meetings of the committee shall be held at such times as the chairman may decide. The secretary shall, however, convene a meeting on the request of three members of the committee.

(b) Any casual vacancy or vacancies, which may occur in the committee during the year, may be filled by the committee electing any other member or members of the association to complete the number, but such elected member or members shall hold office only until the next annual general meeting. Any member of the committee representing a firm or company may be authorised to depute a representative of such firm or company to attend and vote at the meetings of the committee in his absence.

12. The committee shall have power to regulate and order its meetings as it may deem fit. Five members personally present shall form a quorum; should a quorum not be present within twenty minutes after the time for which the meeting was called the meeting shall be adjourned to a subsequent date to be fixed by the chairman.

All decisions at such meetings shall be given by a show of hands, the chairman having a second or casting vote.

13. The committee shall ordinarily manage the affairs of the association, deal with its fund, from time to time appoint a secretary and other officers and fix salaries and other remuneration, and may appoint one or more of their numbers as sub-committees for special purposes. The committee shall submit, at the annual general meeting of members, a report of the proceedings of the association and a correct account of all moneys received and disbursed during the year under report.

14. Sub-committees appointed by the committee shall report to the committee upon the special subject for which they were appointed, but such report shall not take effect until approved of and adopted by the committee.

15. (a) The annual general meeting of members shall be held as soon as possible after the close of the association's year at such time and place as may be prescribed by the committee; twenty-one days' notice being given of such meeting.

(b) Other general meetings of members may from time to time and on the same length of notice be called as and when the committee may decide.

16. The committee may, at their discretion, invite any person, not being a member of the association, to attend any general meeting of members, and may authorise such person to speak at such meeting, but he shall not be allowed to vote.

17. Six members personally present shall form a quorum; should a quorum not be present within twenty minutes after the time for which the meeting was called, the meeting shall be adjourned to a subsequent date to be fixed by the chairman.

18. The chairman, or failing him, the deputy-chairman, shall preside at the annual general meeting or at any other meetings of members held during their year of office. Failing the chairman or deputy-chairman attending the meeting, the meeting shall elect its own chairman.

19. Questions arising at any general meeting of members shall be decided by a majority of votes of the members personally present or represented; each member who has paid his subscription being entitled to one vote. The chairman to have a second or casting vote.

20. At the requisition of seven members, the committee shall, within thirty days of the receipt of such requisition, convene an extraordinary general meeting of members; the objects of such meeting shall be specified on the requisition, and twenty-one days' notice of such meeting shall be given to all members. The meeting shall be conducted under the same rules as those laid down for general meetings.

21. Minutes of business transactions at all meetings shall be kept by the secretary and entered in a minute book; such minutes shall, in the case of general meetings, be read at the next following meeting of the committee, and, in the case of meetings of the committee at the next meeting of such committee, and shall be signed by the chairman presiding.

22. The rules of the association may only be repealed or altered at a general meeting called for the purpose, and the proposed alteration or new rule, or rules, shall be notified to the members at least twenty-one days previous to such meeting.

23. The association's year is from and including the 1st June to and including the following 31st May.

24. The above rules to take effect from 24th July, 1948.

# APPENDIX IV

(Referred to in paragraph 29)

TEA PRODUCERS (see note 1)

SALES AND PROFITS DURING THE YEARS 1949 TO 1955 (see note 2)

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	NORTH INDIA				SOUTH INDIA	PAKISTAN	CEYLON	ALL AREAS TOGETHER
	ASSAM	CACHAR	DOOARS	DARJEELING				
Number of Producers ... ..	48	17	12	2	4	10	5	88
Aggregate acreage in 1954 ... ..	104,387	21,623	46,031	7,522	36,069	29,284	12,011	256,927
Total production in 1954 ... ..	105,555,585 lbs.	15,948,663 lbs.	43,698,193 lbs.	3,175,342 lbs.	26,195,142 lbs.	25,783,393 lbs.	7,996,080 lbs.	228,352,398 lbs.
Average production per acre ... ..	1,011 lbs.	738 lbs.	949 lbs.	422 lbs.	726 lbs.	880 lbs.	666 lbs.	889 lbs.
1949 Sales—total £000 ... ..	11,484	1,597	4,837	573	2,425	2,309	944	24,169
average per lb. ... ..	2s. 5·9d.	2s. 0·3d.	2s. 0·8d.	2s. 10·7d.	2s. 5·0d.	2s. 2·1d.	2s. 6·8d.	2s. 4·0d.
Profit—average per lb. ... ..	4·3d.	0·4d.	3·6d.	2·3d.	4·1d.	5·1d.	5·9d.	3·9d.
1950 Sales—total £000 ... ..	13,694	2,115	5,711	635	3,021	3,259	1,011	29,446
average per lb. ... ..	2s. 9·7d.	2s. 3·7d.	2s. 1·2d.	3s. 5·2d.	2s. 8·8d.	2s. 8·0d.	2s. 8·3d.	2s. 7·8d.
Profit—average per lb. ... ..	7·8d.	4·4d.	5·9d.	3·4d.	9·2d.	4·3d.	11·9d.	6·9d.
1951 Sales—total £000 ... ..	15,065	1,939	5,095	518	3,836	3,109	1,083	30,645
average per lb. ... ..	2s. 11·9d.	2s. 3·4d.	2s. 3·0d.	2s. 10·2d.	2s. 10·0d.	2s. 6·0d.	2s. 11·2d.	2s. 8·5d.
Profit—average per lb. ... ..	3·4d.	—2·5d.	—1·6d.	10·8d.	9·3d.	1·2d.	5·5d.	2·0d.
1952 Sales—total £000 ... ..	15,525	1,490	4,624	473	2,905	2,808	967	28,792
average per lb. ... ..	2s. 11·2d.	1s. 10·7d.	2s. 2·9d.	2s. 9·1d.	2s. 4·5d.	2s. 3·2d.	2s. 8·0d.	2s. 7·0d.
Profit—average per lb. ... ..	1·4d.	—9·3d.	—4·4d.	—10·7d.	0·6d.	—3·0d.	—1·0d.	—1·3d.
1953 Sales—total £000 ... ..	18,126	2,602	7,367	572	3,846	4,342	1,122	37,977
average per lb. ... ..	3s. 8·4d.	3s. 3·6d.	3s. 4·9d.	3s. 6·9d.	2s. 11·9d.	3s. 4·9d.	3s. 0·4d.	3s. 5·7d.
Profit—average per lb. ... ..	9·9d.	11·9d.	11·5d.	2·8d.	6·5d.	1s. 4·3d.	4·0d.	10·4d.
1954 Sales—total £000 ... ..	26,319	3,549	9,580	820	6,037	6,287	1,714	54,306
average per lb. ... ..	4s. 11·8d.	4s. 5·4d.	4s. 4·6d.	5s. 1·9d.	4s. 7·3d.	4s. 10·5d.	4s. 3·4d.	4s. 9·1d.
Profit—average per lb. ... ..	1s. 4·9d.	1s. 5·5d.	1s. 4·6d.	10·9d.	1s. 5·6d.	2s. 4·2d.	1s. 3·8d.	1s. 6·1d.
SIX YEAR AVERAGE (1949-1954)								
Sales—per lb. ... ..	3s. 4·1d.	2s. 8·4d.	2s. 9·2d.	3s. 4·8d.	3s. 0·4d.	3s. 0·2d.	3s. 0·6d.	3s. 1·2d.
Profit—per lb. ... ..	7·3d.	3·7d.	5·3d.	—0·5d.	8·1d.	8·5d.	7·2d.	6·7d.
1955 (see note 3)								
Sales—average per lb. ... ..	4s. 2·7d.	2s. 11·7d.	3s. 1·4d.	—	3s. 7·5d.	3s. 3·7d.	3s. 8·5d.	3s. 10·3d.
Profit—average per lb. ... ..	9·9d.	1·9d.	3·2d.	—	7·8d.	5·1d.	7·9d.	8·0d.

Notes:—1. The figures relate to the sterling tea producing companies of which six leading Agency Houses are the secretaries.

2. Profits are before deduction of taxation (U.K. and overseas).

3. The figures for 1955 relate to a lesser number of companies (58 in all) than for other years because details for the remainder are not yet available. As the information for 1955 is less complete the figures have not been merged with the average for the previous six years.

# APPENDIX V

(Referred to in paragraph 49)

## RULES OF THE TEA TRADE COMMITTEE

### 1. FUNCTIONS

The functions of the Committee shall be to consider all matters connected with the marketing of Tea which are referred to it by any Association represented on the Committee, to make recommendations to the Associations so represented and to take action when such action has the unanimous support of these Associations.

### 2. COMPOSITION

The Associations whose nominees shall be eligible for membership of the Committee shall be:—

The Indian Tea Association (London)  
The Pakistan Tea Association (London)  
The South Indian Association in London  
The Ceylon Association in London  
The Indonesia Association (Incorporated)  
London Committee—Nyasaland Tea Association Ltd.  
The Tea Boards of Kenya, Uganda and Tanganyika  
The Tea Brokers' Association of London  
The Tea Buying Brokers' Association of London  
The Tea Buyers' Association  
The Tea Clearing House

and such other Associations as the Committee by unanimous vote may from time to time wish to add.

### 3. CONTRIBUTIONS

In order that the Committee shall have funds with which to operate, it is suggested that an initial contribution of £20 shall be made by each Association represented and that thereafter the Annual contribution shall be a figure to be recommended by the Committee and approved by the Associations.

### 4. REPRESENTATION

Each of the above Associations shall nominate annually one representative for membership of the Committee. In the case of the Tea Buyers' Association *three* representatives shall be nominated, one of whom shall be an Exporter.

### 5. TERM OF OFFICE

No member of the Committee may serve for more than three years consecutively.

### 6. OFFICERS

The first Chairman of the Committee shall be the Member nominated by the Indian Tea Association (London) and the first Vice-Chairman shall be one of the three members to be nominated by the Tea Buyers' Association. Thereafter the Committee shall elect its own Chairman and Vice-Chairman, provided always that these elections shall take place annually and that the office of Chairman shall be held alternatively by a Producer member and a member of the Tea Buyers' Association. During any year when a Producer member is Chairman, the Vice-Chairman shall be a member of the Tea Buyers' Association and vice-versa.

It shall be the responsibility of the outgoing Committee to recommend the Chairman and Vice-Chairman to be elected—if necessary after co-option—for the ensuing year. Particulars of these recommendations shall be notified to the Associations concerned.

### 7. CO-OPTION

The Committee shall have power to co-opt such persons as in the opinion of the Committee may from time to time appear advisable.

#### 8. RESIGNATION

A member of the Committee may at any time resign therefrom by notice in writing to the Secretary and shall ipso facto cease to be a member of the Committee if he shall cease to be a member of the Association which nominated him.

An Association shall cease to be represented on the Committee if requested to resign their membership by all the other Associations on the Committee.

#### 9. SECRETARY AND HEADQUARTERS

The Secretary of the Committee shall be the Secretary for the time being of the Tea Brokers' Association of London, and the headquarters shall be the Committee room of the Tea Brokers' Association of London, Plantation House, Mincing Lane, London, E.C.3.

#### 10. MEETINGS

Meetings shall be held quarterly unless otherwise called. The Secretary shall on the instructions of the Chairman or of any two members convene a meeting of the Committee.

11. A Resolution, decision or recommendation signed by all the members shall be as effectual as a resolution passed by or decision or recommendation made at a meeting of the Committee duly convened and held and any such resolution, decision or recommendation may be contained in several documents in like form signed by one or more members.

#### 12. ALTERNATE MEMBERS

When a member of the Committee is unable to be present at a meeting of the Committee his place may be taken at that meeting by another nominee of his Association who may, at such Meetings exercise all the rights of the member whose place he is taking.

#### 13. SUB-COMMITTEE

The Committee may appoint sub-Committees and may delegate to them such powers as it may think fit. Sub-Committees may include persons who are not members of the Committee. Sub-Committees appointed by the Committee shall report to the Committee upon the special subject for which they were appointed but such report shall not take effect until approved of and adopted by the Committee.

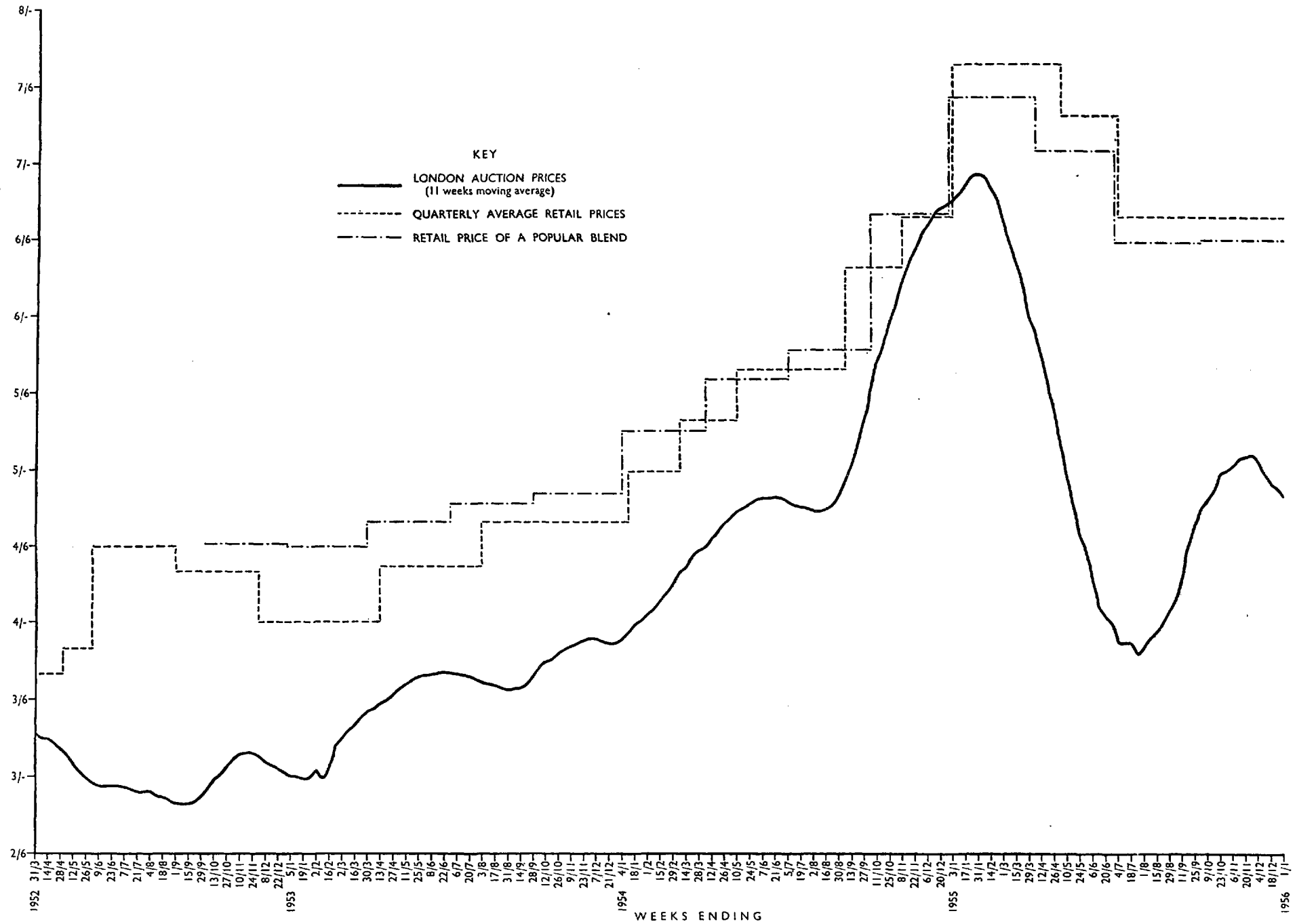
#### 14. RULES

No amendment to or alteration of these rules shall be made except at a full meeting of the Committee of which due notice has been given.

15. The Committee will start to operate on 1st January, 1953, and its year shall be from 1st January of any one year to and including the following 31st December.

## APPENDIX VI

### LONDON AUCTION AND RETAIL PRICES OF TEA FROM 31st MARCH, 1952 TO 1st JANUARY, 1956





## APPENDIX VII

(Referred to in paragraph 90)

### THE INTERNATIONAL TEA AGREEMENT 1950-1955

THIS AGREEMENT made on the 8th day of May 1950 between THE INDIAN TEA ASSOCIATION (LONDON) of 39 Lombard Street in the City of London, THE SOUTH INDIAN ASSOCIATION IN LONDON of 39 Lombard Street aforesaid, THE INDIAN TEA PRODUCERS' ASSOCIATIONS OF NORTHERN INDIA, and THE UNITED PLANTERS' ASSOCIATION OF SOUTHERN INDIA of the first part THE PAKISTAN TEA ASSOCIATION (LONDON) of 39 Lombard Street aforesaid, of the second part THE CEYLON ASSOCIATION IN LONDON of 2-3 Crosby Square in the said City of London, THE PLANTERS' ASSOCIATION OF CEYLON, Colombo, and THE LOW-COUNTRY PRODUCTS ASSOCIATION OF CEYLON, Colombo, of the third part VEREENIGING VOOR DE THEECULTUUR IN INDONESIE of Amsterdam and BOND VAN EGENAREN VAN THEE-ONDERNEMINGEN IN INDONESIE of Djakarta of the fourth part and THE INTERNATIONAL TEA COMMITTEE of 6-8 Fenchurch Buildings in the said City of London of the fifth part Whereas the parties of the first, second, third and fourth parts represent the tea growers owning or renting the major portion of the tea areas in the Union of India, the Dominion of Pakistan, the Dominion of Ceylon and in the Republic of the United States of Indonesia AND WHEREAS by the Agreement dated the 9th day of February 1933 a scheme was set up for the regulation of the export of tea from, and the limitation of extension of tea areas in, the producing countries therein mentioned for a period of five years commencing from 1st April 1933 in order to restore equilibrium between supply and demand AND WHEREAS as part of such scheme and pursuant to the terms of the said Agreement the International Tea Committee were set up with the powers and authorities therein and in the Annex thereto set out AND WHEREAS by the Agreement dated the 18th day of November 1936 as varied by an Agreement dated the 25th day of August 1938 provision was made for the scheme being continued for a further period of five years commencing from the 1st April 1938 AND WHEREAS by a resolution of the International Tea Committee dated the 11th December 1941 approved of by the Associations representative of growers of tea in the producing countries the said Agreement dated the 18th day of November 1936 varied as aforesaid was continued unaltered for a period ending the 31st March 1948 AND WHEREAS by the Agreement dated the 21st day of March 1949 provision was made for the scheme being continued for a further period ending the 31st March 1950 AND WHEREAS the International Tea Committee having considered all relative factors have come to the unanimous conclusion that the scheme aforesaid as modified herein should be continued after the 31st March 1950 AND WHEREAS the Associations representative of the growers of tea in the producing countries have expressed their approval of such continuance AND WHEREAS the parties to this Agreement recognise that the terms of this Agreement may be subject to fresh consideration and review at the request of any of the Governments of the producing countries in the light of any international obligations which any such Government or Governments may assume during the currency of the Agreement AND WHEREAS in this as in all other respects the conclusion of this Agreement and the carrying out of its terms are subject to the approval and continued approval of each and all of the Governments of the producing countries herein mentioned and hereinafter defined and to the passing and/or continuance of and enforcing of such enactments ordinances and/or amendments thereof or other provisions by such Governments as are necessary AND WHEREAS for the purposes of this Agreement and of the Annex hereto the following expressions shall have the following respective meanings:—

“ The new period of regulation ” shall mean the period starting on the 1st April 1950 and ending on the 31st March 1955;

“ Tea ” shall mean all varieties of the product known commercially as tea made from the leaves of the plant *camellia sinensis*;

“Producing Countries” shall mean (a) the Union of India (b) the Dominion of Pakistan (c) the Dominion of Ceylon (d) the Republic of the United States of Indonesia;

“Year of Regulation” shall mean the period 1st April to the succeeding 31st March;

“The Committee” shall mean the International Tea Committee;

“Exports” shall mean total exports from a producing country of tea produced in that country and shall (unless and to the extent provided for by any enactments, ordinances, and/or regulations of the Government of any of the producing countries) include such tea when exported (a) as ships’ stores (b) by parcel post (c) as personal passenger’s baggage or (d) by way of commercial samples.

NOW IT IS HEREBY AGREED as follows:—

1. Regulation of exports of tea from the producing countries shall be continued or the new period of regulation.

2. The standard of the producing countries upon which regulation of exports is fixed shall continue to be based on the maximum exports of tea from the producing countries in any one of the three years 1929 1930 or 1931 and accordingly has been ascertained to be and shall respectively be as follows:—

								<i>lbs. avoirdupois</i>
India ...	...	...	...	...	...	...	...	348,246,170
Pakistan ...	...	...	...	...	...	...	...	34,996,746
Ceylon ...	...	...	...	...	...	...	...	251,588,012
Indonesia ...	...	...	...	...	...	...	...	173,597,000
								808,427,928
								808,427,928

3. The figure of regulation (i.e., the permissible exportable quantity) fixed (a) for the first year of the new period of regulation shall for each of the producing countries be 130 per cent. of the ascertained standard and (b) for each of the second, third, fourth and fifth years shall for each of the producing countries be such percentage of the ascertained standard as the Committee shall respectively fix either on the 28th February preceding each of such years or as near thereto (and whether before or after) as a meeting of the Committee to fix such figure can conveniently be held.

ALWAYS PROVIDED that if in their view the necessity arises the Committee shall have the power to alter such figure of regulation during the year for which it has been fixed.

4. No exports of tea from any of the producing countries shall be permitted during the new period of regulation except under licence. Subject to the following provisos the exports of tea from any of the producing countries in any year of regulation shall not exceed the said figure of regulation for that year PROVIDED ALWAYS that tea, for the export of which licences have been or can be acquired during a year of regulation (hereinafter in this clause called such year) but which has not been exported by midnight of the 31st March of such year, may pursuant to special licences to be issued by not later than the following 14th April be exported up to but not after the 31st March next following (when such special licences shall become invalid). Exports under such special licences shall be treated as exports of such year.

PROVIDED ALSO that tea which is actually exported in the first year of the new period of regulation pursuant to and within the time limited by special licences under clause 4 of the Agreement dated the 21st day of March 1949 shall not, for the purposes of this Agreement, be treated as exported in such first year.

5. During the new period of regulation:—

- (a) The Governments of the producing countries shall be asked to co-operate with each other to prevent smuggling, evasion and other abuses of regulation.
- (b) The export from any of the producing countries of planting material, viz. seed, roots, stumps, cuttings, buds or any living portion of a tea plant which may be used to propagate it shall be prohibited but this prohibition shall not apply to any such seeds etc. exported from one producing country to another producing country and to any tea growing country (other than a producing country) which is subsequently admitted to the Regulation Scheme as provided for in Clause 10 of this Agreement.
- (c) Tea growers in any one producing country shall supply, and the Government of that producing country shall facilitate the export of, the planting material as described in the preceding sub-section (b) required and applied for by another producing country up to the fullest extent to which such planting material is or shall become available after the Government of the producing country supplying the planting material shall have satisfied itself that that producing country's own requirements thereof have been fully met.

6. (1) For the purposes of this clause:—

- (i) "Land" means "land planted with tea and duly registered with the competent authority in the producing country concerned."
- (ii) The permissible acreages on the 31st March 1950 shall be as follows viz:—

	<i>acres</i>
India ... ..	806,728
Pakistan ... ..	79,768
Ceylon ... ..	588,227
Indonesia ... ..	539,772

(2) During the new period of regulation:—

- (i) The infilling or supplying of vacancies on land forming part of the permissible acreage on 31st March 1950 shall be permitted.
- (ii) Replanting of tea shall be permitted upon land forming part of the permissible acreage on 31st March 1950 and from which the original tea bushes have been uprooted.
- (iii) It shall be permitted in each producing country to replace areas of land forming part of the permissible acreage on the 31st March 1950 by the planting of tea on ground not planted with tea and by the simultaneous uprooting of the tea bushes in the areas so replaced such replacements to be limited to a maximum of ten per cent. of the permissible acreage on the 31st March 1950 PROVIDED THAT
  - (a) if in any producing country replacements have not, by 31st March 1950, been made to the extent permitted by Clause 6 (2) (iii) of the Agreement dated the 21st day of March 1949 replacements as defined in this sub-section may be made to an extent represented by the difference between the acreage so permitted and the acreage over which replacements have actually been made by 31st March 1950 without such replacements being included within the ten per cent. above mentioned;
  - (b) if any acreages of land for which licences to replace have been issued by the competent authority in any of the producing countries shall not have been fully planted up with tea by the 31st March 1955 the licences to replace issued in respect of such acreages shall automatically be cancelled and withdrawn by the competent authority or authorities in the producing country or countries concerned on the 31st March 1955.

PROVIDED FURTHER that it shall be permitted to replace tea areas in any producing country, which areas after 31st March 1933 and up to the end of the new period of regulation

- (a) have been or will have been permanently destroyed by subsidence, flood, river erosion, earthquake or other Acts of God, or
  - (b) have been or will have been taken over by the Government or Local Authorities or have been resumed by a Lessor under terms of any lease (provided that the areas had not been replaced by the Lessee at the time the Lessor resumed possession) and no longer carry tea, or
  - (c) have been or will have been destroyed as a result of enemy invasion, civil disturbance or their aftermath,
- by areas to an equal extent, on ground not planted with tea, without such replacements being included within the ten per cent. above mentioned, subject to the competent authority being satisfied as to the loss of tea areas sustained.
- (iv) Extensions of tea shall be permitted in each producing country to an extent not exceeding five per cent. of the permissible acreage on the 31st March 1950

**PROVIDED THAT**

- (a) if in any producing country extensions have not, by 31st March 1950, been made to the extent permitted by Clause 6 (2) (iv) of the Agreement dated the 21st day of March 1949 extensions may be made to an extent represented by the difference between the acreage so permitted and the acreage over which extensions have actually been made by 31st March 1950 without such extensions being included within the five per cent. above mentioned;
- (b) if any acreages of land for which licences to extend have been issued by the competent authority in any of the producing countries shall not have been fully planted up with tea by the 31st March 1955 the licences to extend issued in respect of such acreages shall automatically be cancelled and withdrawn by the competent authority or authorities in the producing country or countries concerned on the 31st March 1955;
- (c) extensions of tea in any producing country shall be permitted, on such conditions as its Government may consider necessary and with the express permission of such Government, for experimental or research purposes only;
- (d) the planting of nurseries may also be permitted in any producing country by its respective Government on ground not planted with tea.

7. The Governments of the producing countries shall be asked to continue to levy cesses therein for the purpose of financing campaigns directed towards (a) introducing maintaining and/or increasing the consumption of tea in the producing countries and elsewhere (b) improved methods of service and merchandising of tea therein and (c) such other activities which may include research as have for their object the extended use of tea throughout the world.

8. The Governments of the producing countries shall be asked to furnish to the Committee all reasonable assistance to enable the Committee, properly and efficiently, to discharge their duties, such assistance to include all necessary statistical information particularly as regards exports of tea, tea plantings and matters the subject matter of this Agreement and its Annex.

9. The powers, functions, duties and procedure of the Committee, the voting capacity of the representatives of the producing countries, and the basis on which their expenses shall be defrayed shall be in accordance with the provisions scheduled to this Agreement as Annex A thereto.

10. The terms on which any other tea-growing country may be admitted to the regulation scheme and the formal admission of such other tea-growing country shall be dealt with by agreement supplemental to this Agreement.

ANNEX "A"

(Referred to in Clauses 8 and 9 of the foregoing Agreement)

1. (a) The International Tea Committee shall be composed of 17 members (apart from any members who may be subsequently admitted in terms of Clause 10 of the Agreement).

(b) The Government of each producing country shall appoint one member to represent such Government. In addition four members representative of tea growers in India, four members representative of tea growers in Ceylon, four members representative of tea growers in Indonesia and one member representative of tea growers in Pakistan shall be appointed by the respective Governments; in each case such appointments shall be made after consultation between the Government of the country concerned and the tea growers of that country.

2. Votes on behalf of each of the producing countries shall be cast, either by a member representing it, whose name has been specifically indicated to the Chairman of the Committee by its Government, or by an alternate member specifically indicated as aforesaid to act and vote in the absence of such member.

3. The first business of the Committee shall be to elect from its members a Chairman and a Deputy-Chairman.

4. The seat of the Committee shall be in London, where an office is to be maintained during the term of the Agreement.

5. The number of votes which the producing countries through their respective voting members shall be entitled to cast at any meeting of the Committee shall be as follows:—

India	...	...	...	...	...	...	...	34
Pakistan	...	...	...	...	...	...	...	4
Ceylon	...	...	...	...	...	...	...	25
Indonesia	...	...	...	...	...	...	...	17

6. The unanimous vote of the Committee shall be required to modify, alter or repeal any resolution of the Committee, which has been adopted upon the condition that it shall not be modified, altered or repealed except by such unanimous vote.

7. Any recommendation, arrangement, or agreement proposing or providing for the admission to the tea regulation scheme of any tea-growing country other than the producing countries, shall require the unanimous vote of the Committee.

8. The figure of regulation to be fixed by the Committee as mentioned in Clause 3 of the Agreement shall be so fixed by unanimous vote.

9. With a view to co-ordination and in order to secure a permanent improvement of the tea producing industry the Committee shall have the following powers:—

- (a) To consult and cause to be consulted the Governments of each of the producing countries and the Associations representative of the tea growers therein with a view to considering whether, after the new period of regulation, regulation of exports should be further continued and if deemed necessary or advisable to make recommendation to that effect and to indicate the terms on which such further continuance should take place.
- (b) The consideration and discussion, with actual and/or potential producers of tea in, and the Governments of, any other tea growing country, of measures of mutual interest with a view to agreement or arrangement affecting, or providing for the admission of such other tea growing country to the Tea Regulation Scheme.
- (c) The collection of statistics and information respecting areas under tea, production, exports, consumption and stocks of tea in all other countries, as well as in the producing countries, and the publication thereof at regular intervals.

- (d) The study of the progress or retrogression of the world's tea production and consumption and the reasons therefor.
- (e) The study of ways and means for the increase of the consumption of tea in the world under the direction and operation of the International Tea Market Expansion Board (which was set up by the Committee for this purpose in the year 1935) as at present or may hereafter be constituted and functioning.
- (f) The recommendation of measures for the improvement, development and/or control of production and consumption of tea and for the improvement of the method of selling and marketing.

10. The Committee shall appoint a Secretary, as well as such statisticians, attorneys, accountants and such additional staff as may be necessary to carry on the work of the Committee subject at all times to the control of the Committee.

11. Before the end of January preceding each year of regulation the Committee shall draw up their budget for the forthcoming year of regulation showing, under appropriate headings and in reasonable detail, the estimates of the expenses of the Committee for that year. The budget shall be communicated to the appropriate authorities of each of the producing countries and shall show the share of the expenses falling upon each such producing country in accordance with the ratio laid down in Clause 12 of this Annex.

As soon as possible after the end of each year of regulation, the Committee shall also cause to be drawn up and audited, by a duly qualified chartered accountant, a statement of account showing the money received and expended during such year and shall publish it in their annual report.

12. The producing countries shall defray their respective shares of the said expenses of the Committee in the same ratio as their respective ascertained standard figures, specified in Clause 2 of the Agreement, bear to the total of the ascertained standard figures therein mentioned.

13. None of the foregoing provisions of this Annex shall be revoked or amended except by the unanimous vote of the Committee and with the approval of the Governments of the producing countries, except that the Committee may draw up, put into force, modify or abrogate rules for the conduct of its business and procedure as may from time to time be necessary, so long as such rules shall not conflict with or alter the foregoing provisions of this Annex.

As Witness The Hands Of The Parties.

For and on behalf of

THE INDIAN TEA ASSOCIATION (LONDON)

H. E. Colvin, *Chairman*  
G. H. Mardon, *Secretary*

For and on behalf of

THE SOUTH INDIAN ASSOCIATION IN LONDON

W. Grant, *Chairman*  
G. H. Mardon, *Secretary*

For and on behalf of

THE INDIAN TEA PRODUCERS' ASSOCIATIONS OF NORTHERN INDIA

Debes C. Ghose

The South Indian Association in London

By W. Grant, *Chairman*  
and G. H. Mardon, *Secretary*

as Agents for and on behalf of

THE UNITED PLANTERS' ASSOCIATION OF SOUTHERN INDIA

As agents for the tea-growers owning or renting the major portion of the tea areas in the Dominions of India, Pakistan and Ceylon.

For and on behalf of  
THE PAKISTAN TEA ASSOCIATION (LONDON)  
R. Brodie, *Chairman*  
G. H. Mardon, *Secretary*

For and on behalf of  
THE CEYLON ASSOCIATION IN LONDON  
R. C. Boustead, *Vice-President*  
A. G. Baynham, *Secretary*  
  
The Ceylon Association in London  
By R. C. Boustead, *Vice-President*  
and A. G. Baynham, *Secretary*

as Agents for and on behalf of  
THE PLANTERS' ASSOCIATION OF CEYLON  
  
The Ceylon Association in London  
By R. C. Boustead, *Vice-President*  
and A. G. Baynham, *Secretary*  
  
as Agents for and on behalf of  
THE LOW-COUNTRY PRODUCTS ASSOCIATION OF CEYLON

As agents for the tea growers owning or renting the major portion of the tea areas in the Dominions of India, Pakistan and Ceylon.

For and on behalf of  
VEREENIGING VOOR DE THEECULTUUR IN INDONESIE  
W. J. De Jonge, *Chairman*  
P. A. Verhulst, *Secretary*

For and on behalf of  
BOND VAN EIGENAREN VAN THEE-ONDERNEMINGEN IN  
INDONESIE  
P. A. Waller

As agents for the tea growers owning or renting the major portion of the tea areas in Indonesia.

For and on behalf of  
THE INTERNATIONAL TEA COMMITTEE  
Ronald C. Brooks, *Chairman*  
R. D. Morrison, *Secretary*

## APPENDIX VIII

(Referred to in paragraph 113)

*Memorandum dated 7th April, 1953, addressed by the Calcutta Tea Regulation Committee to the managements of all tea estates in North East India*

### VOLUNTARY CROP REGULATION SCHEME

MEMO:—It has been decided by all Associations of Tea Producers in North East India to regulate the total crop of tea produced in 1953 in the States of Assam, West Bengal and Tripura, and in the Purnea district of Bihar, to a total of 465·6 million lbs. The scheme has been framed by the North East India Tea Producers Committee for Voluntary Crop Regulation, which will henceforth be known for convenience as the Calcutta Tea Regulation Committee; the actual control of the scheme will be in the hands of a small Executive Committee situated in Calcutta, but all decisions on matters of major policy will continue to be taken by the main Committee referred to above.

2. Total quota referred to in paragraph 1 will be divided among individual gardens in proportion to the best crop of each garden within the years 1947-52. It has been calculated that in order to reduce the crop to the above total figure, approximately  $\frac{1}{8}$ th or  $12\frac{1}{2}$  per cent. will have to be deducted from the best crop of each garden. You may therefore assume that  $\frac{7}{8}$ ths of the best crop within these years on which excise duty was paid (or is payable) will be each individual garden's quota.

3. Production rights shall be transferable (sold and purchased) only through the Executive Committee established by the Producing Associations at Royal Exchange, P.O. Box 280, Calcutta—1. No transaction will be deemed to be effected unless both buyer and seller have been advised to this effect.

4. The Executive Committee has power to fix the buying and selling price of production rights from time to time, but will not pay the selling gardens until after the end of the season and after verification from the Excise authorities or the Indian Tea Licensing Committee that the seller's crop has not exceeded the permissible amount, less the rights sold plus any rights bought.

5. It is intended to maintain the price which selling gardens will receive for production rights indefinitely at 6 pies per lb., and the purchase price of these rights for the present at 9 pies per lb. The difference will defray the cost of running the scheme.

6. No payment will be made to selling gardens at the end of the season unless they have actually manufactured 25 per cent. of their allotted tea production. Gardens which remain out of production or which do not manufacture 25 per cent. of their allotted production will not receive any payment for the sale of rights but the Executive Committee shall have powers to dispose of such rights by sale or otherwise.

7. Applications for sales and purchases received at the Committee's office on or before 1st May, 1953, will have equal priority, but thereafter such applications will be dealt with in strict order of receipt, except that in the first instance gardens will only be permitted to purchase up to a maximum of 5 per cent. of their own permitted production. (This is to prevent any large purchaser from obtaining too large a proportion of the rights initially on offer. The Executive Committee will allow purchases over and above this percentage when sufficient offers of sale are received). The procedure for disposing of saleable production rights will be that a provisional allocation will be made by the Executive Committee to gardens wishing to purchase but that this allocation will not be confirmed until a remittance for the amount involved is received, this remittance to be made within 15 days of the issue of the provisional allocation.

8. The restrictions provided for in the preceding paragraph shall not apply to transfers of production rights between two gardens in the same tea company, provided that such transfers shall be registered with the Executive Committee and that the

transfers shall not be regarded as effective unless the difference between the buying and selling prices indicated above, viz. three pies per lb., be paid to the Committee. Applications for the registration of such transfers shall be accompanied by a remittance of three pies per lb. of the rights involved.

9. The Executive Committee reserve the right to decline dealing with offers to buy or sell production rights, and selling gardens are advised to inform the Executive Committee as soon as possible of their willingness to sell.

10. The Main Committee will review the working of the regulation scheme at regular intervals and may vary the degree of regulation by increasing the total crop and by issues of additional production rights should they consider that market conditions justify this.

11. The Main Committee will refund any surplus funds left at the end of the season to purchasers of production rights pro rata to their purchases, subject to the retention of a small working balance should the scheme be continued into the 1954 season.

12. You are kindly requested to fill in the attached declaration form and return it to the undersigned by the 25th April, 1953. If so desired, Managing Agents, Agents Secretaries or Proprietors may sign the declaration on behalf of Managers, but a separate form shall be completed in respect of each garden. Forms on which applications for the purchase or sale of rights may be made are also enclosed. No such applications will, however, be entertained until the attached declaration of agreement has been received.

13. Cheques and bank drafts for purchase of rights should be made payable to the Calcutta Tea Regulation Committee. Cheques should preferably be on a Calcutta Bank.

## APPENDIX IX

(Referred to in paragraphs 22 and 117)

### IMPORTS INTO THE UNITED KINGDOM AND EXPORTS FROM THE PRODUCING TERRITORIES

TABLE I

Tea: Monthly Imports into the United Kingdom

	1952	1953	1954
	<i>(in million lbs.)</i>		
January ... ..	65.7	37.2	72.1
February ... ..	56.8	41.1	47.4
March ... ..	40.3	39.0	41.4
April ... ..	28.6	36.8	29.1
May ... ..	33.2	34.5	22.2
June ... ..	23.2	27.2	29.8
July ... ..	25.8	31.2	38.8
August ... ..	45.1	34.8	41.3
September ... ..	41.8	49.0	55.7
October ... ..	44.3	57.0	19.8
November ... ..	41.5	47.3	66.7
December ... ..	50.7	57.9	77.9
<b>Total ... ..</b>	<b>496.9</b>	<b>492.8</b>	<b>542.2</b>

(Source: Monthly Accounts relating to the Trade and Navigation of the United Kingdom)

TABLE II

Tea: Annual Imports into the United Kingdom showing Territories of Origin

	1952	1953	1954
	<i>(in thousand lbs.)</i>		
India ... ..	304,381	315,331	321,492
Pakistan ... ..	26,941	23,533	18,459
Ceylon ... ..	117,256	116,137	134,316
Indonesia ... ..	16,293	10,662	12,301
Kenya ... ..	8,013	3,006	5,153
Uganda ... ..	699	1,140	2,738
Tanganyika ... ..	1,080	889	2,287
Nyasaland ... ..	13,093	13,237	14,719
Mozambique ... ..	4,383	3,332	2,669
Formosa ... ..	116	569	5,832
Japan ... ..	80	—	4,831
Malaya ... ..	1,118	1,557	5,194
All Other ... ..	3,453	3,390	12,166
<b>Total ... ..</b>	<b>496,906</b>	<b>492,783</b>	<b>542,157</b>

(Source: Annual Statement of the Trade of the United Kingdom)

TABLE III  
Tea: Exports from Producing Territories—1952-1954

—	1952	1953	1954
	<i>(in thousand lbs.)</i>		
India ... ..	410,430	496,436	446,943
Pakistan ... ..	23,971	25,090	22,302
Ceylon ... ..	314,495	335,555	361,262
Indonesia ... ..	70,268	63,713	88,686
Kenya ... ..	10,667	7,827	12,030
Uganda ... ..	2,285	2,852	4,929
Tanganyika ... ..	2,279	2,535	3,517
Nyasaland ... ..	14,655	13,127	17,112*
Mozambique ... ..	6,109	7,792	11,128
Formosa ... ..	20,553	22,876	33,323
Japan ... ..	20,782	28,155	37,020
Malaya ... ..	1,703	2,175	2,733
All Other ... ..	13,211	21,472	36,815†
Total ... ..	911,408	1,029,605	1,077,800†

\* Including Southern Rhodesia.

† An approximate figure, including estimates for those countries whose figures are not known.

(Source: International Tea Committee)

## APPENDIX X

(Referred to in paragraph 123)

### REGULATION OF SALES ON THE LONDON AUCTIONS 1952-1955

#### TOTAL WEEKLY PERMISSIBLE OFFERINGS AND ACTUAL OFFERINGS

1952			1953		
Week Commencing	Permissible Offerings	Actual Offerings	Week Commencing	Permissible Offerings	Actual Offerings
4th Feb. ...	45,000	47,565	5th Jan. ...	62,500	60,286
11th Feb. ...	45,000	44,235	12th Jan. ...	62,500	60,902
18th Feb. ...	45,000	47,285	19th Jan. ...	62,500	62,353
25th Feb. ...	32,500	33,041	26th Jan. ...	62,500	60,014
3rd March ...	32,500	34,734	2nd Feb. ...	68,000	65,731
10th March ...	32,500	34,068	9th Feb. ...	68,000	67,310
17th March ...	32,500	33,137	16th Feb. ...	68,500	66,943
24th March ...	56,100	54,989	23rd Feb. ...	68,500	68,711
31st March ...	56,100	54,935	2nd Mar. ...	73,500	73,384
7th April ...	56,100	54,417	9th Mar. ...	73,500	70,178
14th April ...		Easter	16th Mar. ...	73,500	68,995
21st April ...	62,250	65,923	23rd Mar. ...	74,000	71,824
28th April ...	62,250	64,735	30th Mar. ...	74,000	75,702
5th May ...	62,250	65,178	6th April ...		Easter
12th May ...	62,250	65,407	13th April ...	78,600	78,182
19th May ...	62,250	64,425	20th April ...	78,600	78,739
26th May ...	32,265	32,898	27th April ...	78,600	77,272
2nd June ...		Whitsun	4th May ...	78,600	75,642
9th June ...	49,800	51,580	11th May ...	78,600	72,474
16th June ...	62,250	66,788	18th May ...	78,600	73,291
23rd June ...	62,250	65,438	25th May ...		Whitsun
30th June ...	62,250	68,207	1st June ...	74,000	—
7th July ...	62,250	68,684	8th June ...	74,000	73,955
14th July ...	78,150	82,617	15th June ...	74,000	71,637
21st July ...	78,150	82,451	22nd June ...	74,000	71,566
28th July ...	78,150	81,647	29th June ...	—	65,644
4th Aug. ...		Bank Holiday	6th July ...	—	53,829
11th Aug. ...	78,150	81,604	13th July ...	—	47,005
18th Aug. ...	78,150	80,135	20th July ...	—	38,024
25th Aug. ...	78,150	Not known	27th July ...	—	30,726
1st Sept. ...	78,150	83,599	3rd Aug. ...		Bank Holiday
8th Sept. ...	78,150	76,009	10th Aug. ...	—	49,419
15th Sept. ...	85,800	85,289	17th Aug. ...	—	39,550
22nd Sept. ...	85,800	84,849	24th Aug. ...	—	39,880
29th Sept. ...	85,800	85,909	31st Aug. ...	—	42,162
6th Oct. ...	85,800	73,072	7th Sept. ...	—	37,846
13th Oct. ...	85,800	66,839	14th Sept. ...	—	32,147
20th Oct. ...	85,800	75,947	21st Sept. ...	—	63,667
27th Oct. ...	85,800	59,941	28th Sept. ...	—	54,986
3rd Nov. ...	85,800	63,394	5th Oct. ...	—	58,715
10th Nov. ...	85,800	78,125	12th Oct. ...	—	61,910
17th Nov. ...	85,800	70,851	19th Oct. ...	—	78,832
24th Nov. ...	62,450	52,653	26th Oct. ...	—	62,065
1st Dec. ...	74,000	60,577	2nd Nov. ...	—	64,678
8th Dec. ...	74,000	57,763	9th Nov. ...	73,000	66,849
15th Dec. ...	27,850	29,768	16th Nov. ...	73,000	68,246
22nd Dec. ...		Christmas	23rd Nov. ...	73,000	69,642
29th Dec. ...			30th Nov. ...	73,000	70,374

1953			1955		
<i>Week Commencing</i>	<i>Permissible Offerings</i>	<i>Actual Offerings</i>	<i>Week Commencing</i>	<i>Permissible Offerings</i>	<i>Actual Offerings</i>
7th Dec. ...	73,000	67,885	3rd Jan. ...	—	96,767
14th Dec. ...	73,000	70,503	10th Jan. ...	—	78,334
21st Dec. ...	—	—	17th Jan. ...	—	83,108
28th Dec. ...	—	47,956	24th Jan. ...	—	84,496
			31st Jan. ...	—	67,743
	<b>1954</b>		7th Feb. ...	—	63,386
4th Jan. ...	68,000	67,805	14th Feb. ...	—	67,332
11th Jan. ...	68,000	68,338	21st Feb. ...	—	84,952
18th Jan. ...	68,000	72,766	28th Feb. ...	—	76,947
25th Jan. ...	68,000	70,751	7th Mar. ...	—	69,302
1st Feb. ...	81,000	79,157	14th Mar. ...	—	62,475
8th Feb. ...	81,000	80,048	21st Mar. ...	—	58,275
15th Feb. ...	81,000	74,657	28th Mar. ...	—	41,374
22nd Feb. ...	81,000	76,409	4th April ...	—	—
1st Mar. ...	73,000	80,493	11th April ...	—	—
8th Mar. ...	73,000	71,375	18th April ...	40,600	48,805
15th Mar. ...	73,000	66,782	25th April ...	48,000	Auction Cancelled
22nd Mar. ...	73,000	71,615			
29th Mar. ...	73,000	64,308			
5th April ...	75,000	67,793	2nd May ...	48,000	51,799
12th April ...	75,000	66,406	9th May ...	14,000	7,673
19th April ...	—	—	16th May ...	31,997	36,013
26th April ...	75,000	79,195	23rd May ...	39,640	40,907
3rd May ...	—	72,008	30th May ...	—	—
10th May ...	—	58,463			
17th May ...	—	33,069	6th June ...	63,700	61,538
24th May ...	—	25,000	13th June ...	73,500	71,322
31st May ...	—	25,661	20th June ...	73,500	71,619
7th June ...	—	—	27th June ...	72,400	71,983
14th June ...	—	34,055	4th July ...	72,400	72,644
21st June ...	—	30,463	11th July ...	72,400	72,627
28th June ...	—	25,935	18th July ...	72,400	66,988
5th July ...	—	38,587	25th July ...	—	69,551
12th July ...	—	33,977	1st Aug. ...	—	—
19th July ...	—	26,413	8th Aug. ...	—	70,244
26th July ...	—	29,535	15th Aug. ...	—	63,420
2nd Aug. ...	—	—	22nd Aug. ...	—	55,998
9th Aug. ...	—	51,401	29th Aug. ...	—	66,999
16th Aug. ...	—	38,960	5th Sept. ...	—	57,787
23rd Aug. ...	—	48,064	12th Sept. ...	—	63,065
30th Aug. ...	—	51,514	19th Sept. ...	—	56,997
6th Sept. ...	—	39,272	26th Sept. ...	—	56,226
13th Sept. ...	—	47,846	3rd Oct. ...	—	64,124
20th Sept. ...	—	39,388	10th Oct. ...	—	58,393
27th Sept. ...	—	50,870	17th Oct. ...	—	55,408
4th Oct. ...	—	74,841	24th Oct. ...	—	62,549
11th Oct. ...	—	76,678	31st Oct. ...	—	69,202
18th Oct. ...	—	52,387	7th Nov. ...	—	61,804
25th Oct. ...	—	38,880	14th Nov. ...	—	63,821
1st Nov. ...	—	46,706	21st Nov. ...	—	49,673
8th Nov. ...	—	43,340	28th Nov. ...	—	43,696
15th Nov. ...	—	38,240	5th Dec. ...	—	40,045
22nd Nov. ...	—	43,294	12th Dec. ...	—	76,397
29th Nov. ...	—	65,637	19th Dec. ...	—	85,678
6th Dec. ...	—	76,443	26th Dec. ...	—	—
13th Dec. ...	—	72,810			
20th Dec. ...	—	72,666			
27th Dec. ...	—	—			

## APPENDIX XI

(Referred to in paragraph 130)

### CONDITIONS OF SALE AT THE LONDON TEA AUCTIONS

1. The highest bidder shall be the buyer, but the Seller shall have the right to withdraw any lot before or during the Sale. Any alteration of quantity owing to short landed, missing or damaged packages, when possible to be announced in the Sale. Any dispute that may arise shall be settled by the Auctioneer whose decision shall be final. Samples will be "on show" at the Warehouse not later than 10 a.m. on the Wednesday preceding the auction. Any teas not on show to be withdrawn. Buyers shall be deemed to have bought on the basis of the "show package".

2. Buying Brokers or Agents purchasing at this Sale must declare in writing their Principals (to be approved by the Selling Broker) within 24 hours after the purchase, or be held personally responsible as Principals. Any Buying Broker or Agent who purchases for any person under age shall be held personally responsible as Principal.

3. Buyers shall pay to the Selling Brokers a deposit as is stated in the Catalogue at the time of sale if demanded by the Auctioneer or on the Monday following the day of sale provided that weight notes have been delivered to the Buyer by 5 p.m. on the previous Thursday. The remainder of the purchase money shall be paid on or before ..... (the Prompt Day)\* on delivery of the Warrants. The delivery of the Warrants (or other documents of title to the tea) by the Selling Broker to the Buyer on payment of the purchase money shall be deemed to be delivery of the tea to the Buyer. Interest at the rate of £5 per cent. per annum shall be allowed on amounts paid by way of deposit and on the remainder of the purchase money from the day of payment to the Prompt Day. The tea shall be paid for by Buyers at the Customs or Warehouse landed weight with Customs or Warehouse tare. Draft as usual. Rent to commence from Prompt Day. The landed weight shall include the odd ounces which the packages may weigh in excess of the inscribed weight. The only tea which may be taken from the packages (without payment) before delivering them to the Buyers shall be that drawn for Merchants' samples and for necessary inspecting purposes.

4. These teas have been weighed, inspected, bulked in the country of production or, if necessary, in the United Kingdom and tared, and will be reweighed, papered and leaded down by the evening of the day after the day of Sale. All packages will be nailed down within six days of the day of Sale. All packages will be put in merchantable condition. Delivery will be given on the day after the day of Sale, and up to the delivery of the Weight Notes, on notice being given (in writing) to the Selling Broker the day before delivery is required. The Buyer to have the option of refusing any packages as to which the above conditions have not been complied with. Three Clear Working Days are to be allowed for delivery of Weight Notes. The Buyer to have the option of refusing to accept any lot or lots for which Weight Notes have not been delivered by the evening of the third day, by giving a written notice to that effect to the Selling Broker on the following morning, if, on application, he cannot then obtain them. Missing packages, if equal to bulk, and not more than 5 per cent., are exempted from this Condition, and are to be taken by the Buyer at the original price and prompt if tendered within fourteen working days from the day of Sale.

5. No claim for difference in the bulk from the show package will be entertained unless notified in writing to the Selling Broker within Five Working Days from the Day of Sale. No allowance will be made on account of any damage, rubbish, false package, or unequal goodness, found, or alleged to be found, after the tea has been taken from the Warehouse.

6. All tea sold at this Sale, shall be at the risk of the Sellers to the extent only of the sale price until the Prompt Day, unless previously paid for. In the event of the whole or any portion of the tea being destroyed or damaged by or as a result of fire

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\* *i.e.* 90 days after the day of the sale.

prior to the delivery of the Warrants to the Buyer, the Contract for the whole or such portion shall be cancelled and the Deposit paid in respect of it shall be returned.

7. Lot Money\* to the Selling Broker as usual.

8. If any Buyer shall fail to comply with the above Conditions, the Sellers shall be at liberty to resell the teas either by public or private sale, the deficiency, if any, with Interest of Money, from the Prompt Day, Warehouse Rent, and all other charges and damages of every kind, to be chargeable to such Defaulter, and be recoverable against him at Law.

9. Any dispute that may arise concerning any parcel sold in this Catalogue to be referred to two Arbitrators (who must be Members of either of the Indian Tea Association (London), the Ceylon Association in London, the South Indian Association in London, the Pakistan Tea Association (London), London Committee, Nyasaland Tea Association Ltd., The Indonesia Association (Inc.), the Tea Buyers' Association, the Tea Buying Brokers' Association of London, or of the Tea Brokers' Association of London), one to be chosen by each disputant, and such Arbitrators are to appoint an Umpire, if necessary. The Arbitration fee shall be Two Guineas to each Arbitrator, and Two Guineas to the Umpire, if required to act, including attendance at the Warehouse if necessary. The incidence of Arbitration Fees shall be in the discretion of the Arbitrators or of the Umpire making the award.

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\* *i.e.* 4d. for each six chests which is payable by the buyer to the selling broker.

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