CHAPTER cxxxvii.

An Act to confirm a Provisional Order under the Private Legislation Procedure (Scotland) Act 1899 relating to Airdrie Corporation Gas. [22nd July 1904.]

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WHEREAS His Majesty's Secretary for Scotland has made the Provisional Order set forth in the schedule hereunto annexed under the provisions of the Private Legislation Procedure (Scotland) Act 1899 and it is requisite that the said Order should be confirmed by Parliament:

62 & 63 Vict. c. 47.

Be it therefore enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Confirmation of Order in schedule.

1. The Provisional Order contained in the schedule hereunto annexed shall be and the same is hereby confirmed.

Short title.

2. This Act may be cited as the Airdrie Corporation Gas Order Confirmation Act 1904.

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SCHEDULE.

AIRDRIE CORPORATION GAS.

Provisional Order to empower the Provost Magistrates and Councillors of the Burgh of Airdrie to supply Gas and to purchase the Undertaking of the Airdrie Gas Light Company and portion of the Mains and Pipes of the Coatbridge Gas Company and for other purposes.

Preamble. WHEREAS the burgh of Airdrie in the county of Lanark (in this Order called "the burgh") is a municipal burgh under the government of the provost magistrates and councillors thereof (in this order called "the Corporation"):

And whereas certain persons by a contract of copartnery executed in the year one thousand eight hundred and thirty formed themselves into a joint adventure under the name of the Airdrie Gas Light Company (hereinafter called "the original company") for the purpose of lighting with gas the burgh and places adjacent and also the adjacent villages in the parishes of New Monkland Old Monkland Bothwell and Shotts all in the county of Lanark and the original company constructed gasworks in the burgh for the said purpose:

And whereas the original company was upon the eighteenth day of April one thousand eight hundred and sixty-six incorporated under the Companies Act 1862 as an unlimited company (hereinafter in this Order called "the Airdrie Company") and the Airdrie Company are at present lighting the burgh and other places adjacent with gas and carrying on the business usually carried on by gas companies:

And whereas the capital stock of the original company at the date of its incorporation amounted to the sum of ten thousand pounds with power of augmentation to any amount required to meet the demands of the locality for the time being or that may be deemed expedient by the shareholders attending a general meeting called for that purpose and holding shares in the Airdrie Company equal to one-half at least of the capital at the time and the yearly profits arising from the undertaking were

(without limitation of amount) made divisible among the several shareholders according to the share or shares which they severally held therein :

And whereas the capital of the original company and of the Airdrie Company was augmented from time to time to meet the expense of additions to and extensions of works and plant and at the present time the capital of the Airdrie Company amounts to thirty-three thousand nine hundred and seventy-six pounds in shares of one pound each :

And whereas the Airdrie Company have no mortgage debt and owe no money by way of loan :

And whereas the agreement set forth in the Second Schedule to this Order has been made between the Airdrie Company of the one part and the Corporation of the other part for the purchase by the Corporation of the gasworks and undertaking of the Airdrie Company on the terms therein mentioned and it is expedient that the said agreement should be confirmed and that the Airdrie Company and the Corporation should be empowered to carry the same into effect :

And whereas the said agreement was submitted to and approved at a special general meeting of the Airdrie Company :

And whereas by the Coatbridge Gas Act 1877 the Coatbridge Gas Company (in this Order called "the Coatbridge Company") were authorised to supply gas within the town of Coatbridge and the suburbs thereof and places within the parishes of Old Monkland Cadder New Monkland and Bothwell all in the county of Lanark :

And whereas the burgh is situate within the parish of New Monkland but the Coatbridge Company have only supplied gas within the burgh since 1899 and such supply has been limited to one small tenement of houses and one gas engine :

And whereas it is expedient that the Corporation should be authorised to acquire such portion of the mains pipes or other apparatus of the Coatbridge Company as is situate within the burgh so that the whole of the burgh may obtain its gas supply from the Corporation :

And whereas it is expedient that the Corporation should be empowered to extend and improve the existing gasworks of the Airdrie Company to meet the growing demands of the inhabitants within the limits of this Order :

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And whereas it is expedient that the further powers hereinafter contained should be conferred on the Corporation:

And whereas the purposes aforesaid cannot be effected without an Order of the Secretary for Scotland confirmed by Parliament under the provisions of the Private Legislation Procedure (Scotland) Act 1899:

Now therefore in pursuance of the powers contained in the last-mentioned Act the Secretary for Scotland orders as follows:—

Preliminary.

Short title and commencement of Order.

1. This Order may be cited as the Airdrie Corporation Gas Order 1904 and shall come into operation at the date of the passing of the Act confirming the same which date is hereinafter referred to as "the commencement of this Order."

Incorporation of Acts.

2. The following Acts (so far as the same are applicable for the purposes and are not inconsistent with the provisions of and are not expressly varied by this Order) are hereby incorporated with and form part of this Order namely:—

The Lands Clauses Acts;

The Commissioners Clauses Act 1847 with respect to the mortgages to be executed by the Commissioners (except sections 84 86 and 87 thereof);

The Gasworks Clauses Act 1847 (except the provisions thereof with respect to the amount of profit to be received by the Undertakers when the gasworks are carried on for their benefit and with respect to the yearly receipt and expenditure of the Undertakers); and

The Gasworks Clauses Act 1871 (except sections 7 8 and 35 thereof).

Interpretation.

3. In this Order the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And

"The Corporation" means the provost magistrates and councillors of the burgh of Airdrie;

"The clerk" "the treasurer" "the gas manager" and "the collector" mean the clerk treasurer manager and collector respectively for the time being of the

Corporation or the clerk treasurer manager or collector who may be appointed under this Order;

"The Police Act" means the Burgh Police (Scotland) Acts 1892 to 1903 and any Act amending the same;

"The Airdrie Company" means the Airdrie Gas Light Company;

"The Coatbridge Company" means the Coatbridge Gas Company;

"The undertaking of the Airdrie Company" means and includes all the gasworks lands and heritages and property plant works engines mains meters stoves machinery pipes and all other implements apparatus and appliances of the Airdrie Company used and employed in and in connection with the manufacture storage and supply of gas and in the manufacture and conversion of residual products and all the rights powers and privileges vested in or belonging to or had or enjoyed by the Airdrie Company at the date of the transfer of their undertaking to the Corporation under the provisions of this Order except the books and papers relating exclusively to the shareholders in and the members and constitution of the Airdrie Company;

"Lands and heritages" shall have the same meaning as is assigned to that expression in the Lands Valuation (Scotland) Act 1854 and "the Valuation Acts" shall mean the Act last mentioned and include any Acts extending and amending the same and "the Valuation Roll" shall mean the roll or rolls made up in terms of the said Acts;

"Sheriff" unless where otherwise provided means the sheriff of the county of Lanark or any of his substitutes.

Corporation to execute purposes of Order.

4. This Order shall subject to the provisions thereof be carried into execution by the Corporation and for the purposes of this Order the Corporation shall have all the powers and rights belonging to them under the Police Act and may conduct and transact the business and matters of the gas undertaking in all respects as a part of the business of the Corporation and according to their usual rules and practice of procedure.

Books and accounts to be kept.

5. The Corporation shall for the purposes of this Order cause to be provided and kept true and regular accounts and to

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be entered therein all sums of money received and paid by them for the purposes of this Order and the gas undertaking and such accounts shall be kept as part of but separate and distinct from the other accounts of the Corporation and shall be open to the inspection of any person interested therein without payment of any fee or reward and if a clerk be appointed for the purposes of this Order such clerk shall keep the books and records of the Corporation so far as the same relate to the purposes of this Order and any copy or extract from the books and records of the Corporation so far as relating to the purposes of this Order authenticated by the signature of the clerk shall be received as evidence in all courts whatsoever in any cause or matter concerning this Order.

Corporation may appoint clerk treasurer collector and gas manager.

6. The clerk treasurer collector and gas manager respectively of the Corporation may be clerk treasurer collector and gas manager respectively under this Order or the Corporation may if they think fit appoint any other suitable person or persons to the offices of clerk treasurer collector and gas manager for the purposes of this Order or to any one or more of such offices and from time to time remove such person or persons and appoint others in their stead or in the room of such of them as may die resign or discontinue their offices and the provisions of the Police Act in regard to the clerk treasurer and collector appointed or to be appointed for the purposes thereof shall be and are hereby made applicable to the clerk treasurer and collector or any one or more of them who may be appointed under the provisions and for the purposes of this Order Provided that in the event of the clerk of the Corporation being appointed his tenure of the office of clerk for the purposes of this Order shall be regulated by the provisions of section 6 of the Town Councils (Scotland) Act 1903.

Limits of Order.

7. The limits of this Order for the supply of gas by the Corporation shall comprise and include the burgh and also the portion of the parish of New Monkland contained within the following boundaries (that is to say) Commencing at the point on the municipal boundary of the burgh at Coatdyke along the boundary of the burgh of Coatbridge in a north-westerly direction to a point three hundred yards or thereabouts west of the road leading from Coatbridge to New Monkland Church thence following a line three hundred yards or thereabouts distant from and parallel to the said road to the Carlisle Road near Raebog

Cottage across that road and thence in a straight line in a south-easterly direction to a point on the southern boundary of the parish of New Monkland at Ford near Plains and thence in a south-westerly direction along the boundary of the said parish to its junction with the municipal boundary of the burgh which limits are herein-after referred to as "the limits of this Order."

Power for local authorities to purchase portions of undertaking within their district.

8. If at any time the local or lighting authority whether constituted before or after the commencement of this Order of any district beyond the burgh included in the limits of this Order are desirous to purchase so much of the gas undertaking of the Corporation as is situate within such district and of such desire shall give to the Corporation at least six months' notice in writing the Corporation shall notwithstanding the provisions of section 2 of the Burghs Gas Supply (Scotland) Act 1876 or of any other Act at the expiration of such notice sell that portion of the gas undertaking except the works mains and pipes or other apparatus which shall be necessary for supplying with gas any other district or districts at a price to be determined in default of agreement by arbitration in manner provided by the Lands Clauses Acts Provided that after the completion of such purchase all powers and obligations on the part of the Corporation to supply gas within the district of such local authority shall cease and determine.

Purchase of Undertaking.

Airdrie Company to sell their undertaking to Corporation.

9.—(1) The agreement set forth in the Second Schedule to this Order made between the Airdrie Company of the one part and the Corporation of the other part for the purchase by the Corporation of the undertaking of the Airdrie Company is hereby confirmed and made binding on the Airdrie Company and the Corporation and shall be carried into effect accordingly.

(2) On payment by the Corporation of the sum of sixty-one thousand three hundred pounds the amount of the purchase money to the Airdrie Company the undertaking of the Airdrie Company shall subject to the provisions of this Order by virtue of this Order become and shall thenceforth be transferred to and vested in the Corporation and such transfer and vesting are in this Order referred to as "the transfer."

Receipt for purchase money.

10. The receipt in writing of four directors of the Airdrie Company for any money paid to that company by the Cor-

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poration shall effectually discharge the Corporation from the sum which in such receipt shall be acknowledged to have been received and from being bound to see to the application thereof and from being answerable or accountable for the loss misapplication or non-application thereof.

Contracts of Airdrie Company to be binding on Corporation.

11. All agreements contracts conveyances deeds and other instruments affecting the Airdrie Company and in force at the time of the transfer shall after the transfer be as binding and of as full force and effect against or in favour of the Corporation and may be enforced as fully and effectually as if instead of the Airdrie Company the Corporation had been a party thereto.

Actions &c. not to abate.

12. No action suit prosecution or other proceeding whatsoever commenced either by or against the Airdrie Company previous to the transfer in relation to the undertaking of the Airdrie Company to be vested in the Corporation as aforesaid shall abate or be discontinued or be prejudicially affected thereby but all such actions suits prosecutions and other proceedings shall continue and take effect either in favour of or against the Corporation in such and the like manner as the same would have continued and taken effect in relation to the Airdrie Company if the transfer had not been made.

Distribution of purchase money.

13. The directors of the Airdrie Company shall as soon as possible after the payment of the moneys payable by the Corporation to the Airdrie Company under the agreement set forth in the Second Schedule to this Order prepare a scheme or schemes for the distribution thereof among the shareholders entitled thereto and in case of the withdrawal or rejection or partial rejection of any such scheme may prepare other or modified schemes in lieu thereof and the following provisions shall have effect The directors shall send a copy of the scheme to all the proprietors of the Airdrie Company together with a notice summoning a meeting of the proprietors to consider the scheme at a place and time to be named in the notice being not sooner than seven days nor later than fourteen days after circulation of the scheme.

The said scheme shall be submitted to the said meeting and if any proprietor present thereat either in person or by proxy shall object thereto and shall insist on such objection the scheme and such objection thereto shall be referred to the arbitrament of Alexander Asher Dean of the Faculty of Advocates and one

of His Majesty's counsel or failing him one of His Majesty's counsel to be appointed by the Lord Advocate on the application of either of the parties who shall have power to settle the scheme and the scheme so settled shall be binding on all parties.

Application of purchase money.

14. For the purpose of the distribution of the moneys payable by the Corporation to the Airdrie Company under the agreement set forth in the Second Schedule to this Order the several persons whose names shall appear in the books of the Airdrie Company at the transfer to be the proprietors of shares or stock therein shall unless the contrary be proved to the satisfaction of the directors be considered to be shareholders or stockholders of that company and the receipt in writing of such persons or of their executors or administrators or of the committee or guardian of the estate or curator or curator bonis of any of such persons who shall be an idiot lunatic or minor shall be an effectual discharge to that company and the directors thereof for the money therein expressed to be received and shall exonerate them from any obligation affecting the shares stock or interest in respect whereof that money is paid and any transfer of shares which is not duly registered in the register of transfers of the company prior to the eleventh day of November one thousand nine hundred and four shall as between the company and the directors and the party claiming under the same be of no effect and it shall be lawful for the directors of the company to close the register of transfers of shares in the capital of the company one month prior to the said date.

Payment into bank by directors.

15. Where the directors of the Airdrie Company are for six months after the transfer unable after diligent inquiry to ascertain the person to whom any part of the purchase money of that company's undertaking is payable or where any part thereof is payable to a person by or on behalf of whom an effectual receipt cannot be given or on account of any other reasonable cause the directors may deposit the same with the branch of the Bank of Scotland at Airdrie in the names of three of the directors of the Airdrie Company and every such payment into bank shall conclusively discharge the Airdrie Company and directors from all further liability with respect to the money so paid.

Winding up and dissolution of Airdrie Company.

16.—(1) So soon as conveniently may be after the transfer the affairs of the Airdrie Company shall be wound up and for that purpose the directors of that company then in office and the

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survivors of them shall continue in office without re-election and may and shall exercise all powers necessary for the distribution of the purchase money and for winding up the affairs of the company and when and so soon as such money shall have been distributed and their affairs shall have been wound up the said directors shall grant a certificate to that effect under the common seal of the company and shall publish such certificate in the Edinburgh Gazette and thereupon the Airdrie Company shall be by virtue of this Order dissolved.

(2) If the number of directors of the Airdrie Company be reduced by death resignation or otherwise below four before the completion of such winding up the continuing directors shall choose a shareholder or shareholders of the company to fill the vacancy or vacancies so caused.

Books &c. to remain evidence.

17. All books and documents which if the transfer had not been made would have been evidence in respect of any matter for or against the Airdrie Company shall be admitted in evidence in respect of the same or the like matter for or against the Corporation.

Corporation may acquire portion of mains &c. of Coatbridge Company situate within the burgh.

18. The Corporation may within two years from the commencement of this Order purchase from the Coatbridge Company and the Coatbridge Company may and if required by the Corporation by notice in writing under the hand of their clerk shall sell to the Corporation so much of any mains pipes or other apparatus of the Coatbridge Company as is situate within the limits of this Order upon such terms and conditions as may be agreed on between the Coatbridge Company and the Corporation or as failing agreement shall be settled by arbitration under and according to the provisions of the Lands Clauses Acts and from and after the completion of the said purchase that portion of the area within the limits for the supply of gas by the Coatbridge Company which is situate within the limits of this Order shall no longer form part of the limits of the Coatbridge Company and section 4 of the Coatbridge Gas Act 1877 shall be read and construed accordingly.

Maintenance of Gasworks and Supply of Gas.

Powers as to maintenance of gasworks &c.

19. Subject to the provisions of this Order the Corporation may maintain alter improve enlarge extend and renew or discontinue the gasworks for the time being belonging to them

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by virtue of this Order upon the lands on which the same are erected or any part thereof and which are described in the First Schedule to this Order and they may construct erect lay down provide and maintain alter improve enlarge extend and renew or discontinue gasworks retorts condensers scrubbers exhausters purifiers gasholders tanks receivers drains sewers mains pipes meters fittings lamps lamp-posts burners stopcocks machinery and other works and apparatus and conveniences for the manufacture storage and supply of gas and the manufacture of residual products and may do all such acts as they may think proper for making and storing gas and for supplying gas within the limits of this Order and may manufacture make store and supply gas accordingly and may manufacture sell provide supply and deal in coke tar pitch asphaltum sulphate of ammonia ammoniacal liquor chemicals and all other products or residuum or manufactured residuum of any materials employed in or resulting from the manufacture of gas.

Power to purchase lands by agreement.

20. The Corporation may for the purposes of their gas undertaking purchase take feu and hold (by agreement but not otherwise) in addition to the lands described in the First Schedule to this Order any lands and heritages not exceeding in the whole five acres which the Corporation may require for the purposes of their works and undertaking but the Corporation shall not create or permit a nuisance on any such lands and no lands shall be used by the Corporation under the powers of this Order for the purpose of manufacturing gas or residual products except the lands described in the First Schedule to this Order.

Restriction on taking houses of labouring class.

21.—(1) The Corporation shall not under the powers of this Order purchase or acquire in any district within the meaning of the Public Health (Scotland) Act 1897 ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Secretary for Scotland ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

(2) If the Corporation acquire or appropriate any house or houses for the purposes of this Order in contravention of the foregoing provisions they shall be liable to a penalty of five

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hundred pounds in respect of every such house which penalty shall be recoverable by the Secretary for Scotland by action in the Court of Session and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

(3) For the purposes of this section the expression "house" means any house or part of a house occupied as a separate dwelling and the expression "labouring class" means mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Corporation may contract with local authority &c. for supply in bulk.

22. The Corporation may contract with any local authority company corporation or person whether within or beyond the limits of this Order (but as to any such company public body or person beyond those limits only with the consent in writing of the local authority of the district within which the supply is to be given and of any company or person supplying gas under Parliamentary powers in that district) for the supply by or to them respectively of gas in bulk upon such terms and conditions and for such periods not exceeding in the case of any local authority seven years from the making of the contract as shall be agreed upon For the purpose of affording a supply of gas under this section outside the limits of this Order the Corporation may with the consent in writing of the road authority and subject to such conditions as such road authority may prescribe exercise the powers of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying or repairing pipes and other works within the district of the road authority so consenting.

Power to take licences.

23. The Corporation may (but not so as to acquire any exclusive right therein) purchase take and use any licence or authority to work use exercise or put in practice any invention under any letters patent heretofore made or hereafter to be made in relation to the manufacture or distribution of gas and the utilisation of residual products resulting from the manufacture of gas.

Power to supply gas apparatus engines &c. for heating motive and other purposes.

24. The Corporation may purchase sell let for hire and fix set up alter remove and refix but shall not manufacture gas meters and fittings gas engines stoves ranges pipes and other apparatus and appliances articles and things for lighting motive power the warming and ventilation of houses and buildings the cooking of food and for all other purposes for which gas can or may be used and may require and take such remuneration in money or such rents and charges for and make such terms and conditions with respect to the sale supply letting fixing setting up altering or removing of such meters fittings engines stoves ranges pipes and other apparatus and appliances articles and things as aforesaid and for securing their safety and return to the Corporation as may be agreed upon between the Corporation and the persons to or for whom the same are sold supplied let fixed set up altered or removed Provided always that any such apparatus appliances articles and things so far as they are the property of the Corporation and conspicuously marked as such shall not be subject to distress poinding or seizure for rent of the premises where the same may be used nor to be taken in execution under any process of a court of law or any proceeding in cessio or bankruptcy against the persons in whose possession they may be.

Supply of gas for other than lighting purposes.

25. The Corporation may supply gas for heating cooking motive power warming ventilating and other purposes and for the particular requirements of any trade industry manufacture or business and may do all things needful therefor on such terms and conditions in all respects as may be agreed between the Corporation and the person to whom such supply shall be given Provided that the rate charged for gas so supplied shall be the same to all persons under like circumstances.

Power to lay pipes in streets not dedicated to public use.

26. The Corporation may upon the application of the owner or occupier of any premises within the limits of this Order abutting on or being erected in any street or road laid out or made but not dedicated to public use supply such premises with gas and may lay down and take up alter relay or renew in across or along such street or road such pipes and apparatus as may be requisite or proper for the furnishing such supply and the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and for the protection of pipes when laid so far as they are applicable

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for the purposes of this section shall extend and apply mutatis mutandis to and for the purposes thereof.

Anti-fluctuators for gas engines.

27. Every consumer of gas supplied by the Corporation who uses a gas engine shall if required to do so by the Corporation use an effective anti-fluctuator and shall at all times at his own expense keep such anti-fluctuator in proper order and in default of his so using or keeping such anti-fluctuator in proper repair the Corporation may cease to supply gas to such consumer The Corporation shall have access to and be at liberty to take off remove test inspect and replace any such anti-fluctuator at all reasonable times such taking off removal testing inspecting and replacing to be done at the expense of the Corporation if the anti-fluctuator be found in proper order but otherwise at the expense of such consumer.

Power to fix service pipes in tenements.

28. In case of any building occupied in flats or separate dwellings entering by a common stair or other access and belonging to one or more owners the Corporation may for the purpose of supplying any occupier or occupiers with gas lay and fit up service pipes in such common stair with branches to communicate with each separate flat or dwelling without the consent of any other owner or owners occupier or occupiers as the case may be Provided that any injury which may in the exercise of such power be done to any such stair or access shall be duly repaired by the Corporation.

Pressure of gas.

29.—(1) All gas supplied by the Corporation to any consumer of gas shall be supplied at such pressure as to balance a column of water from midnight to sunset not less than six-tenths of an inch and from sunset to midnight not less than eight-tenths of an inch in height at the main as near as may be to the junction therewith of the service pipe supplying such consumer.

(2) Any gas examiner appointed under the Gasworks Clauses Act 1871 may subject to the terms of his appointment test the pressure at which the gas is supplied and may for that purpose open any street road passage or place vested in or under the control of any local or road authority and the provisions of the Gasworks Clauses Act 1871 with reference to testing of gas and to penalties shall mutatis mutandis apply to such testing of pressure and two hours' previous notice shall be given to the Corporation of the time and place at which such testing shall be conducted.

Quality of gas.

30. The illuminating power of the gas supplied by the Corporation shall not be less than fifteen candles.

Burner.

31. The prescribed burner shall be an union jet burner capable of consuming five cubic feet of gas per hour under a pressure equal to a column of water five-tenths of an inch in height or such other burner as shall be approved by the Board of Trade.

Testing place.

32. Within six months from the transfer a testing place or testing places shall be provided at some convenient part or parts of the gasworks of the Corporation or at the offices of the Corporation.

Deposit or prepayment in certain cases.

33. Where the Corporation deem it necessary so to do they may require a deposit or prepayment for gas required to be supplied for a period of four months or any shorter period and in such case may refuse to supply gas unless the estimated cost thereof for such period as the Corporation may fix be deposited or prepaid and at the end of each such period the Corporation shall be paid or shall repay any excess or deficiency of money actually payable for gas so supplied and the Corporation shall pay or allow interest at the rate of not less than four per centum per annum on every sum of ten shillings so deposited or prepaid during such period as aforesaid.

Corporation to pay interest on money deposited as security for meters.

34. If any person is required by the Corporation to give to them security for the payment of the price or rent of a meter the Corporation shall pay interest at the rate of four per centum per annum on every sum of ten shillings deposited by way of such security for every six months during which the same remains in their hands.

Penalty not recoverable in certain cases.

35. No penalty shall be incurred by the Corporation for insufficiency of pressure defect in illuminating power or for excess of impurity in the gas supplied by them in any case in respect of which it is proved that such insufficiency defect or excess was caused by an unavoidable cause or accident.

Corporation to fix price for gas.

36. The Corporation shall from time to time fix the price to be charged by them for gas to be supplied during any succeeding year half year or quarter of a year and until such price be altered by the Corporation the price so fixed shall remain in force Provided always that the price to be charged for gas shall be such as will along with all other revenue to be derived by the

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Corporation from their gas undertaking for the time being under the powers and provisions of this Order as nearly as the same can be estimated raise such amount of money as will be as nearly as possible sufficient to meet the costs and charges of and incident to the manufacture and distribution of gas and the manufacture and sale of residual products interest and instalments of borrowed money expenses of management maintenance of works repairs renewals materials wages taxes and all other annual outgoings charges and expenses under this Order and the payment of the sums required to be set apart for the sinking and reserve funds hereinafter provided and any deficiency or surplus of revenue in any preceding year half year or quarter of a year as the case may be shall be carried forward to the debit or credit as the case may be of the succeeding period Provided also that the prices charged shall be the same to all consumers within the limits of this Order under like circumstances.

Period of error in defective meters.

37. In the event of any meter used by a consumer of gas being tested in manner provided by the Sale of Gas Act 1859 and being proved to register erroneously within the meaning of the said Act such erroneous registration shall be deemed to have first arisen during the then last preceding quarter of the year unless it be proved to have first arisen during the then current quarter The amount of the allowance to be made to or of the surcharge to be made upon the consumer by the Corporation shall be paid by or to the Corporation to or by the consumer as the case may be and such surcharge shall be recoverable in the like manner as gas rents are recoverable by the Corporation.

Dwelling-houses for persons in employ of Corporation.

38. The Corporation may erect and maintain dwelling-houses upon the lands for the time being belonging to or leased by them for the purposes of their gas undertaking for persons employed by them in connexion with that undertaking.

As to specification of internal fittings and construction and placing of pipes &c. between mains and consumer's premises.

39. In order to enable the Corporation to ensure a satisfactory supply of gas to their consumers the following provisions shall have effect:—

(1) The Corporation may specify the size and material of the pipes with the fittings thereof which are to be laid by the consumer either in the first instance or on the occasion of any renewal between the Corporation's mains and the meter and (so far as the same are intended to be covered over) on the consumer's premises:

(2) The Corporation may if they think fit make different specifications for different classes of premises having regard to the probable maximum consumption of gas thereon at any one time :

(3) The specifications shall be published twice in some newspaper or once in each of two newspapers circulating within the limits of this Order and a copy thereof shall be kept exhibited in the office of the Corporation :

(4) Every meter to be used in a new building or a building not previously supplied with gas or in connexion with a new or substituted pipe laid by the consumer between the main and the consumer's meter shall be placed as near as reasonably practicable to the Corporation's main but within the outside wall of the building :

(5) When any such pipe or meter as aforesaid has been laid or placed notice thereof shall be given to the Corporation and the pipe shall not be covered over until after the expiration of twenty-four hours from the service of such notice on the Corporation Any officer of the Corporation duly appointed may between nine o'clock in the morning and five o'clock in the afternoon attend and inspect such pipe or any of the other pipes (with their fittings) and meter mentioned in this section and if the officer is not permitted to make the inspection or if the pipes or fittings are not according to the Corporation's specification or if the meter is not placed as required by this section the Corporation may refuse to supply gas to the premises until the provisions of this section have been complied with :

(6) Any person to whom the Corporation refuses a supply of gas under the provisions of this section may appeal to the sheriff against such refusal and the sheriff may after hearing the parties and considering any questions as to the reasonableness of the Corporation's specification make such order as seems to him proper in the circumstances and may order by which of the parties the costs of and incident to the appeal shall be paid Such appeal may be disposed of summarily and the judgment of the sheriff shall be final.

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Discounts.

40. The Corporation may if they think fit allow discounts or rebates (not being in any case less than five or more than twenty per centum) to consumers of gas in consideration of prompt payment of gas rents or of large consumption upon such scale and subject to such conditions and regulations as may be prescribed by the Corporation Provided that such discounts or rebates shall be of equal amount under like circumstances to all consumers Provided also that in the event of the Corporation allowing discounts or rebates in consideration of prompt payment of gas rents notice thereof shall be endorsed on every demand note for gas rents.

Gas consumers to give notice to Corporation before removing.

41. Twenty-four hours' notice in writing shall be given to the Corporation by every gas consumer before he shall quit any premises supplied with gas by meter by the Corporation and by the trustee in bankruptcy of every such consumer who shall become bankrupt immediately after his appointment and in default of such notice the consumer so quitting or the estate of the bankrupt whose trustee shall make such default as the case may be shall be liable to pay to the Corporation the moneys accruing due in respect of such supply up to the next usual period for ascertaining the register of the meter on such premises or the date from which any subsequent occupier of such premises shall require the Corporation to supply gas to such premises whichever shall first occur Notice of the effect of this enactment shall be endorsed on every demand note for gas rent.

Notice to discontinue supply of gas.

42. A notice to the Corporation from a consumer for the discontinuance of a supply of gas shall not be of any effect unless it be in writing signed by or on behalf of the consumer and be left at or sent by post to the office for the time being of the gas department of the Corporation.

Power to refuse supply to persons in debt for other premises.

43. If a person requiring a supply of gas from the Corporation has previously quitted premises at which gas was supplied to him by the Corporation without paying to them all gas or meter rent due from him to the Corporation they may refuse to furnish to him a supply of gas until he pays the same.

For protection of County Council of county of Lanark.

44. For the protection of the County Council of the county of Lanark the County Road Board and the Middle Ward District Committee thereof (in this section herein-after referred to as "the county authorities") the following provisions shall unless

otherwise agreed upon between the Corporation and the county authorities have effect (that is to say) :—

(1) Nothing in this Order contained shall take away or abridge any power vested or to be vested in the county authorities to construct build lay repair maintain open or break up alter enlarge improve divert relay or reconstruct any highway road street bridge or any sewer drain main pipe channel or conduit or other works of the county authorities and in the event of the county authorities in the exercise of any such power finding it necessary to interfere with any pipes works or fittings of the Corporation the Corporation shall at their own cost alter relay or if necessary remove such pipes works or fittings temporarily or permanently as may be reasonably required to meet the new or changed conditions :

(2) The Corporation shall not in the exercise of any powers conferred upon them by this Order divert alter or interfere with any mains pipes or fittings belonging to the county authorities until they shall have provided such substituted mains pipes and fittings as may be reasonably required by the county authorities :

(3) In the event of any extra expense being caused to the county authorities in carrying into effect any of the powers from time to time vested in or conferred upon them by any Act of Parliament by reason of the execution of the works authorised by this Order the Corporation shall repay to the county authorities such extra expense :

(4) The Corporation shall except in cases of emergency fourteen days before commencing any works affecting the county authorities submit to the county authorities plans and sections of the proposed works and the Corporation shall not except as aforesaid proceed with any such work until three days after such plans and sections shall have been approved by the county authorities Provided always that on a case of emergency arising the Corporation shall at once give notice to the county authorities in order that they may superintend the works to be executed by the Corporation :

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(5) The mains pipes and fittings of the Corporation shall be laid at such depth and be of such strength as shall be sufficient to bear the road rollers and heavy traffic of the county authorities and the county authorities shall not be liable to any claim for damage in the event of damage being caused by the use of such rollers or heavy traffic or in the exercise by the county authorities of any of the powers from time to time vested in them unless such damage results from want of reasonable care on the part of the county authorities or those for the action of whom they are legally responsible :

(6) The Corporation in opening or breaking up the surface of highways roads or streets under the jurisdiction of the county authorities shall not without the consent of the county authorities have more than one hundred lineal yards open or broken up at one time in any such highway road or street and the Corporation shall interfere with the surface of such highways roads or streets and obstruct the traffic thereon as little as possible and shall complete their operations and restore the surface to the reasonable satisfaction of the county authorities with all reasonable despatch and maintain the same for a period of twelve months from the date of a certificate of the county authorities or their surveyor certifying that such highway road or street has been satisfactorily repaired :

(7) In the event of the county authorities deciding at any time to apply for powers to supply electric light within any portion of their district situate within the limits of this Order the Corporation shall not oppose any such application :

(8) The Corporation shall if required by the county authorities supply such county authorities with gas for the purposes of the public lighting of any portion of any special lighting district formed or which may be formed by the county authorities which is within the limits of this Order at a price not exceeding the price charged for the time being for street lighting within the burgh and if any portion of such special lighting district be outside but adjoins such limits the Cor-

poration shall if required by the county authorities so far as they competently may also supply such county authorities with gas for the purposes of the public lighting of such portion The price to be charged by the Corporation and to be paid to them for all gas so supplied outside such limits in terms of this subsection shall be settled by agreement between the county authorities and the Corporation and in case of difference by arbitration as herein-after in this section provided :

(9) Any notice to be given or plans submitted under the provisions of this section shall be deemed sufficiently served or submitted if the same be sent to the Clerk of the District Committee of the Middle Ward of the county of Lanark at his office in Hamilton on behalf of the county authorities :

(10) The Corporation shall pay to the county authorities the costs or expenses they may reasonably incur or be put to in superintending the works authorised by this Order or with reference to any of the matters contained in this section :

(11) If any difference shall arise between the Corporation and the county authorities under this section such difference shall be determined with or without a formal reference by an arbiter to be agreed upon or failing agreement to be appointed by the sheriff on the application of either party.

Finance and Miscellaneous.

Application of revenue.

45. The rates rents and charges levied under the authority of this Order and the other revenues of the Corporation arising under and in connexion with the gas undertaking shall be applicable in the manner and in the order following (that is to say) :—

(1) In payment of the expenses of managing and maintaining the gas undertaking of the Corporation including the annual costs charges and expenses of providing and supplying gas and of manufacturing and converting and dealing in the residual products arising therefrom and also the payment of any feu duties casualties ground annuals and rates and taxes

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exigible in respect of any lands or property formin part of the gas undertaking of the Corporation :

(2) In providing for the payment of the interest on and for the repayment of money borrowed under the authority of this Order :

(3) In providing a reserve fund if the Corporation think fit but not to exceed in the whole the sum of fifteen thousand pounds by setting aside such money as they from time to time think reasonable and investing the same and the resulting income thereof upon securities upon which trustees are by law for the time being authorised to invest and accumulating the same at compound interest which reserve fund shall be applicable as and when the Corporation shall determine from time to time to meet any deficiency at any time happening in the income of the Corporation from their gas undertaking or to meet renewals or any extraordinary claim or demand at any time arising against the Corporation in respect of their gas undertaking.

Sale of surplus lands.

46. The Corporation may from time to time and at any time and in such manner and for such price or consideration as they may determine sell and dispose of any lands and property belonging to them or which they may acquire under the powers of this Order and which may not be required for the purposes of the gas undertaking and all moneys received by the Corporation for the lands and property so sold shall be applied by them in paying off moneys borrowed by them under the powers of this Order or liabilities incurred properly chargeable against capital or in purchasing other lands and property and constructing works in connexion with the gas undertaking.

Guarantee rate.

47. It shall be lawful for the Corporation and they are hereby required from time to time to fix impose levy and collect such a rate (to be termed "the gas contingent guarantee rate") as shall be necessary to meet any deficiency in the moneys required to pay the interest on and instalments of money borrowed and to be borrowed and the sums required to be transferred to the sinking fund and other annual expenditure under the provisions and for the purposes of this Order.

Assessment and levy of rate.

48. The gas contingent guarantee rate shall be imposed and levied by the Corporation on and from the occupiers of all lands

and heritages within the burgh according to the valuation roll in force therein for the time being and in the same manner as the burgh general assessment may be imposed and levied within the burgh under the provisions of the Police Act and all the powers contained in the Police Act with respect to the levying payment collection and recovery of the assessments thereby authorised to be levied on and from occupiers of lands and heritages and with respect to the exceptions and exemptions from such assessments shall be and are hereby made applicable to the levying payment collection and recovery of the gas contingent guarantee rate by this Order authorised to be raised in the same manner as if the said rate had been authorised to be levied under the authority of the Police Act. A.D. 1904.

Power to borrow.

49. The Corporation may from time to time independently of any other borrowing power borrow on mortgage or otherwise at interest money (not exceeding in the whole one hundred thousand pounds) for the following purposes (that is to say) :—

(A) For the purchase by the Corporation of the undertaking of the Airdrie Company the sum of sixty-one thousand three hundred pounds and for defraying the amount of the valuation provided for in Article two and the several costs charges and expenses referred to in Article three of the agreement set forth in the Second Schedule to this Order and the costs charges and expenses incident to such purchase (other than the costs of this Order) the sum requisite for that purpose :

(B) For the purchase of the said portion of the undertaking of the Coatbridge Company such sum as may be requisite for that purpose :

(C) For providing an additional gas holder works for the conversion of residual products additional coal stores and machinery for loading and unloading coal and coke the sum of fifteen thousand pounds :

(D) For the extension and improvement of the gas undertaking of the Corporation the purchase of lands and other property and rights such sum as may be requisite for such purposes not exceeding such sum as may be equal to the difference between the amount of the moneys borrowed from time to time for the purposes

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(A) (B) (C) (E) and (F) in this section mentioned and one hundred thousand pounds:

(E) For working capital the sum of five thousand pounds:

(F) For paying the costs charges and expenses of this Order the sum requisite for that purpose.

In order to secure the repayment of the moneys borrowed under this section and the payment of the interest thereon the Corporation may make and grant mortgages or other securities of the several rates rents and charges and other revenues to be levied and received by the Corporation under the provisions of this Order in security of the money so borrowed and interest thereon and any sums so to be borrowed may be borrowed on terms of the repayment thereof by way of instalment or otherwise.

Corporation may re-borrow.

50. If after having borrowed the sums of money by this Order authorised or any part thereof the Corporation shall pay off the same or any part thereof otherwise than by means of instalments or of the sinking fund herein-after mentioned it shall be lawful for the Corporation again to borrow the amount so paid off upon the same securities as those upon which the moneys so paid off were secured and so from time to time.

Power to borrow on a cash credit.

51. The Corporation may accept and take from any bank or banking company credit on a cash account to be opened and kept with such bank or banking company in the name of the Corporation according to the usage of bankers in Scotland to the extent of the sum which the Corporation are herein-before authorised to borrow or any part thereof and may make and grant mortgages or other securities of the several rates rents charges and other revenues to be levied and received by the Corporation under the provisions of this Order in security of the payment of the amount of such credit or of the sums advanced from time to time on such cash account with interest thereon Provided always that the whole principal sums due and owing by the Corporation on such cash account and for money borrowed by them as aforesaid shall not when taken together exceed the sum by this Order authorised to be borrowed.

Borrowing powers for current expenses.

52. In order to raise such money as may be necessary to defray the current annual expenditure for the gas undertaking of the Corporation until the rents charges and revenues shall be collected the Corporation may borrow during the currency of any

year from the fifteenth day of May in one year to the fifteenth day of May in the succeeding year in addition to the other sums authorised to be borrowed on the security of such rates rents and charges in such way and manner as they may deem most expedient any sum or sums not exceeding in the whole two third parts of the approximate amount of such rents charges and revenues for the year then current from any bank or banking company or other company or person on such terms and conditions and in such form as may be agreed on between the parties Provided always that such sums so borrowed shall be paid off and extinguished at or before the fifteenth day of May concluding the year to which such borrowing applies.

Form of mortgage.

53. Every mortgage to be granted by the Corporation shall be by deed duly stamped in which the consideration shall be truly stated and may be in the form contained in the Third Schedule to this Order or to the like effect or as the circumstances may require.

Manner in which mortgages and orders on bank account to be signed and executed.

54. Every mortgage or other deed to be made granted or executed by the Corporation under this Order may be partly in writing and partly printed and shall be executed in accordance with the provisions of Section 9 of the Town Councils (Scotland) Act 1900 and all drafts cheques or orders shall be signed by the treasurer or collector respectively with the counter signature of one or more members of the Corporation as the Corporation shall from time to time appoint Provided always that no member of the Corporation or any officer of the Corporation shall by his subscription of any deed mortgage interest warrant draft cheque or order be or be held to have rendered himself individually or personally liable for any obligation or for the payment of any money borrowed drawn or received or any interest thereon or of any sums whatsoever in respect thereof.

Transfers of mortgages.

55. Any person entitled to any such mortgage may transfer his right and interest therein to any other person and every such transfer shall be by deed or by indorsation on the mortgage duly stamped and may be partly in writing and partly printed wherein the consideration shall be truly stated and may be in the form of the Fourth Schedule to this Order or to the like effect.

Transmission of mortgages in case of bankruptcy.

56. If any such mortgage be transmitted by reason of the bankruptcy of the person entitled thereto there shall be produced to the clerk evidence of such bankruptcy and of the vesting of

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the bankrupt estate in the trustee official assignee or other person to whom such estate shall be transferred.

Mortgages of rates to be personal estate.

57. All mortgages and all moneys advanced and lent on the security of the rates rents and charges under this Order shall be moveable or personal estate and transmissible as such and shall not be of the nature of heritable or real estate.

Discharge of mortgages.

58. Any person entitled to any mortgage granted by the Corporation under the authority of this Order may discharge the same and his right and interest therein in favour of the Corporation and every such discharge may be written or partly written and partly printed on the mortgage and may be according to the form contained in the Fifth Schedule to this Order or to the like effect and such discharge when signed by the person entitled to such mortgage and duly stamped shall be valid and effectual to all intents and purposes.

Corporation not bound to regard trusts as regards mortgages.

59. The Corporation shall not be bound to see to the execution of any trust whether expressed implied or constructive to which any such mortgage or the money principal or interest thereby secured may be subject and the receipt of the person in whose name any such mortgage stands in the books of the Corporation shall be a sufficient discharge to the Corporation for any money payable in respect thereof notwithstanding any trust to which the same or the money thereby secured may then be subject and the Corporation shall not be bound to see to the application of the money paid upon such receipt.

Periods for repayment of money borrowed.

60. The Corporation shall pay off all money borrowed by them under this Order within the respective periods (in this Order referred to as "the prescribed periods") following (that is to say):—

As to money borrowed for the purposes (A) (B) (C) (D) and (E) mentioned in the section of this Order of which the marginal note is "Power to borrow" within thirty-five years from the date or dates of the borrowing of the same:

As to money borrowed for the purpose (F) in the said section mentioned within five years from the commencement of this Order.

Mode of payment off of money borrowed.

61. The Corporation shall pay off all moneys borrowed by them on mortgage under the powers of this Order either by equal

yearly or half-yearly instalments of principal or of principal and interest combined or by means of a sinking fund or partly by one of those methods and partly by another or others of them and subject to the provisions of this Order the payment of the first instalment or the first payment to the sinking fund shall be made within one year from the date of borrowing the sum in respect of which the payment is made.

Sinking fund.

62.—(1) If the Corporation determine to repay by means of a sinking fund any moneys borrowed by virtue of this Order such sinking fund shall be formed and maintained either—

(*a*) By payment to the fund throughout the prescribed period of such equal annual sums as will together amount to the moneys for the repayment of which the sinking fund is formed A sinking fund so formed is hereinafter called a non-accumulating sinking fund; or

(*b*) By payment to the fund throughout the prescribed period of such equal annual sums as with accumulations at a rate not exceeding three per centum per annum will be sufficient to pay off within the prescribed period the moneys for the repayment of which such sinking fund is formed A sinking fund so formed is hereinafter called an accumulating sinking fund.

(2) Every sum paid to a sinking fund and in the case of an accumulating sinking fund the interest on the investments of the sinking fund shall unless applied in repayment of the loan in respect of which the sinking fund is formed be immediately invested in securities in which trustees are by law for the time being authorised to invest or in mortgages bonds debentures debenture stock stock or other securities (not being annuity certificates or securities payable to bearer) duly issued by any local authority other than the Corporation the Corporation being at liberty from time to time to vary and transpose such investments.

(3) In the case of a non-accumulating sinking fund the interest on the investments of the fund may be applied by the Corporation towards the equal annual payments to the fund.

(4) The Corporation may at any time apply the whole or any part of any sinking fund in or towards the discharge of the money for the repayment of which the fund is formed Provided that in the case of an accumulating sinking fund the Corporation

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shall pay into the fund each year and accumulate during the residue of the prescribed period a sum equal to the interest which would have been produced by such sinking fund so applied if invested at the rate per centum per annum on which the annual payments to the sinking fund are based.

(5)—(*a*) If and so often as the income of an accumulating sinking fund is not equal to the income which would be derived from the amount invested if the same were invested at the rate per centum per annum on which the annual payments to the fund are based any deficiency shall be made good by the Corporation :

(*b*) If and so often as the income of an accumulating sinking fund is in excess of the income which would be derived from the amount invested if the same were invested at the rate per centum per annum on which the annual payments to the fund are based any such excess may be applied towards such annual payments.

(6) Any expenses connected with the formation maintenance investment application management or otherwise of any sinking fund under this Order shall be paid by the Corporation in addition to the payments provided for by this Order.

(7) If it appears to the Corporation at any time that the amount in the sinking fund with the future payments thereto in accordance with the provisions of this Order together with the accumulations thereon (in the case of an accumulating sinking fund) will probably not be sufficient to repay within the prescribed period the moneys for the repayment of which the sinking fund is formed it shall be the duty of the Corporation to make such increased payments to the sinking fund as will cause the sinking fund to be sufficient for that purpose Provided always that if it appears to the Secretary for Scotland that any such increase is necessary the Corporation shall increase the payments to such extent as the Secretary for Scotland may direct.

(8) If the Corporation desire to accelerate the repayment of any loan they may increase the amounts payable to any sinking fund.

(9) If the amount in any sinking fund with the future payments thereto in accordance with the provisions of this Order together with the accumulations thereon (in the case of an accumulating sinking fund) will in the opinion of the Secretary for Scotland be more than sufficient to repay within the prescribed

period the moneys for the repayment of which the sinking fund is formed the Corporation may reduce the payments to be made to the sinking fund either temporarily or permanently to such amounts as will in the opinion of the Secretary for Scotland be sufficient to repay within the prescribed period the moneys for the repayment of which the sinking fund is formed.

(10) If the amount in any sinking fund at any time together with the probable accumulations thereon (in the case of an accumulating sinking fund) will in the opinion of the Secretary for Scotland be sufficient to repay the loan in respect of which it is formed within the prescribed period the Corporation may with the consent of the said Secretary for Scotland discontinue the annual payments to such sinking fund until the Secretary for Scotland shall otherwise direct.

(11) Any surplus of any sinking fund remaining after the discharge of the whole of the moneys for the repayment of which it was formed shall be applied to such purpose as the Corporation with the consent of the Secretary for Scotland may determine.

Arrears may be enforced by appointment of judicial factor.

63. In the event of any principal money borrowed by the Corporation as aforesaid or any interest thereon not being paid within one month after such payment shall become due and after demand in writing it shall be lawful for any mortgagee holding a mortgage in arrear to the amount or value of three thousand pounds or several mortgagees holding mortgages in arrear to the amount of five thousand pounds in the aggregate to render their security effectual by the appointment of a judicial factor and the application for such appointment shall be made by summary petition to the Court of Session or in time of vacation to the Lord Ordinary on the Bills who are hereby respectively authorised and required on such application being made by any mortgagee or mortgagees holding the respective sums or values of mortgages in arrear before specified to appoint some person as judicial factor to the effect and with the powers hereinafter mentioned unless previously to such application being advised the amount of such mortgage or mortgages with interest and expenses shall have been paid to the petitioner or petitioners or unless the said Court or Lord Ordinary as the case may be shall be satisfied that consignation thereof should under the circumstances be accepted in lieu of payment and such consignation be made accordingly and the interlocutor making such appointment shall not be subject to review or appeal.

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Powers and duties of judicial factor.

64. The judicial factor so appointed on finding security in common form shall exercise all the powers conferred by this Order upon the Corporation for and in relation to assessing levying and recovering the several rates rents and charges by this Order granted and managing and maintaining the gas undertaking and the Corporation shall hand over to him all books and documents necessary for that purpose and after defraying the expense of such application management and maintenance the said judicial factor shall from time to time apply and pay over the balance of the sums received by him to the several parties entitled to the same according to the priority by this Order established and such judicial factor shall continue not only until all arrears due at the date of the appointment of such judicial factor and any interest which shall have become due during his continuance in office with interest and expenses including the expenses of the application for such appointment and of carrying the purposes thereof into execution shall have been paid but also until any half-year's interest which although not due may become current during his continuance in office and a sufficient sum to meet expenses shall have been paid or consigned in one of the chartered banks in Scotland and upon payment and consignation as aforesaid of the said principal money interest and expenses it shall be lawful for the Corporation to apply to the Court of Session or Lord Ordinary as aforesaid for the recall of the appointment of the judicial factor.

Protection of lender from inquiry.

65. A person lending money to the Corporation shall not be bound to inquire as to the observance by them of any provision of this Order or be bound to see to the application or be answerable for any loss misapplication or non-application of such money or of any part thereof.

Application of money borrowed.

66. All moneys borrowed by the Corporation under this Order other than money borrowed for current annual expenditure under this Order shall be applied only to purposes to which capital is properly applicable.

Application of penalties.

67. All penalties and forfeitures exigible under this Order and the Acts wholly or partially incorporated herewith shall except when exigible from the Corporation be payable to the Corporation and shall when recovered be applied by them to the purposes of this Order.

Order equivalent to general conveyance of lands.

68. On and after the transfer this Order shall as respects the lands and heritages of the Airdrie Company to become vested in the Corporation under this Order be equivalent to a general conveyance thereof by the Airdrie Company according to the law of Scotland and thereupon in order to the completion of a feudal title to the said lands and heritages in the Corporation it shall be lawful for the Corporation to expede one or more notarial instrument or instruments as they think fit which shall specially set forth this Order and the payment of the said sum of sixty one thousand three hundred pounds evidenced as aforesaid and to record such notarial instrument or instruments in the manner and to the effect prescribed by the Titles to Land Consolidation (Scotland) Act 1868 and the Conveyancing (Scotland) Act 1874 or either of the said Acts or any Act amending these Acts or any other Acts in force for the time with reference to lands conveyed by general disposition or conveyance.

Copy of Order to be forwarded to Registrar of Joint Stock Companies and registered.

69. The Corporation shall forward to the Registrar of Joint Stock Companies for Scotland a printed copy of this Order and he shall retain and register the same and if such copy is not forwarded within three months from the passing of the Act confirming this Order the Corporation shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues Every penalty shall be recovered summarily.

Expenses of Order.

70. All costs charges and expenses of and incident to the preparing for obtaining and passing this Order and the confirming Act or otherwise in relation thereto shall be paid by the Corporation out of the common good of the burgh or out of moneys to be borrowed and received under the authority of this Order.

The SCHEDULES referred to in the foregoing Order.

THE FIRST SCHEDULE.

LANDS ON WHICH OR ON PARTS OF WHICH THE EXISTING GASWORKS AND GASHOLDERS OF THE AIRDRIE COMPANY ARE ERECTED.

A piece of land situate in the burgh of Airdrie parish of New Monkland and county of Lanark containing three acres one rood and thirty-seven poles or thereby bounded on the south by Mill Street on the west by the Mill Loan on the north partly by the road leading from East High Street

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to subjects known as Fruitfield belonging or reputed to belong to and occupied by Hugh Arthur M.D. and partly by the said subjects themselves and on the east partly by the said subjects and partly by the Hallcraig Branch of the Monkland section of the North British Railway.

THE SECOND SCHEDULE.

THIS AGREEMENT entered into between THE AIRDRIE GAS LIGHT COMPANY hereinafter called "the Company" of the one part and THE PROVOST MAGISTRATES and COUNCILLORS OF THE BURGH OF AIRDRIE hereinafter called "the Council" of the other part witnesseth:—

WHEREAS under the Private Legislation Procedure (Scotland) Act 1899 the Company are at present promoting a Provisional Order "For incor- " porating and conferring powers on the Airdrie Gas Company" (hereinafter called "the Company's Order") and the Council are at present promoting a Provisional Order "To empower the Provost Magistrates and Councillors " of the Burgh of Airdrie to supply gas and to purchase the undertaking of " the Airdrie Gas Light Company and portion of the Mains and Pipes of " the Coatbridge Gas Company and for other purposes" (hereinafter called "the Council's Order"):

And whereas the Company have lodged a petition against the Council's Order and the Council have lodged a petition against the Company's Order:

And whereas the Company and the Council have agreed upon the terms and conditions hereinafter contained for a sale by the Company to the Council of the undertaking of the Company and also for a sale of the gas in the gasholders and in the pipes and of all coals coke materials residual products and stores of every kind of the Company in hand at thirty-first March nineteen hundred and four (exclusive of gas meters and stoves belonging to the Company) and outstanding accounts due to the Company at that date and it is expedient that such terms and conditions should be reduced to writing as follows:—

Primo Subject to the approval of Parliament the Company shall sell to the Council and the Council shall purchase from the Company as a going concern free from all incumbrances and with absolute warrandice at the price and in accordance with the terms and conditions hereinafter set forth (First) the whole undertaking gasworks lands buildings retorts mains pipes gas-stoves meters machinery apparatus plant implements of trade stock-in-trade office furniture fittings property powers rights and privileges whatsoever belonging to and in the hands of the Company on the thirty-first day of March nineteen hundred and four exclusive of accounts due by consumers and others and of cash in bank or in hand belonging to the Company at that date (all hereinafter called and included in the expression "the undertaking") including—

(*First*) All and whole two roods of ground or thereby being a part and portion of all and whole the Airdrie Mill Park or Mill Mailling

bounded the said subjects on the west by the small strip of vacant ground lying on the east side of the Mill bead and yard on the north by the embankment forming the wester mill-dam on the east by the said Mill Mailling and on the south by the Airdrie Burn together with the privilege and servitude of a road leading from the South Street of Airdrie along the easter brewery east to the bridge built over the said burn leading into the said subjects as also with the privilege and property of a road to be made from said bridge running east along the side of said burn extending in length to two hundred and thirty-seven Scotch links or thereby which road first above mentioned is to be mean and common And in which measurement above mentioned the whole of the ground to be taken up by the making of said road is included conform to ground plan or sketch thereof under the hands of Alexander Baird land surveyor and builder in Airdrie and which plan is docquetted as relative to a feu disposition by Bethia Alexander residing at Airdrie commissioner for the Right Honourable Sir William Alexander Knight Lord Chief Baron of His Majesty's Court of Exchequer at Westminster in England in favour of the directors of the said Airdrie Gas Light Company dated the twenty-first day of September one thousand eight hundred and thirty all lying the said subjects in the barony of Airdrie Parish of New Monkland and Sheriffdom of Lanark ;

(*Second*) All and whole seventeen falls twelve ells of ground or thereby being a part and portion of all and whole the Airdrie Mill Park or Mill Mailling bounded the said subjects on the north and west by the property of Robert Spreul Crawford Aitchison Alexander of Airdrie Rochsolloch and Cowdenhill on the south by the road to Airdrie Mill and on the east by the feued ground belonging to the said Gas Light Company and measuring the said ground on the east side eighty-three feet nine inches or thereby on the north side seventy-nine feet or thereby on the west side ninety-four feet two inches or thereby and on the south side fifty-six feet two inches or thereby all lying the said subjects in the barony of Airdrie Parish of New Monkland and Sheriffdom of Lanark ;

(*Third*) All and whole that area or piece of ground containing one hundred and two poles and four-tenths of a pole Imperial standard measure or eighty-one falls and one half of a fall Scotch measure or thereby as delineated and coloured red upon a sketch or plan thereof made out by James Thomson architect Airdrie endorsed on and signed as relative to a feu charter by Henry Charles Deedes of seven Queen Street Mayfair London commissioner and attorney nominated and appointed by Robert Spreul Crawford Aitchison Alexander esquire of Rochsolloch Airdrie and Cowdenhill in favour of the said Airdrie Gas Light Company dated the twelfth and twenty-third days of August one thousand eight hundred and sixty-seven years and recorded in the division of the General Register of Sasines applicable to the county of Lanark upon the thirty-first day of March one thousand eight hundred and seventy-five being part of the lands of

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Fruitfield bounded the said subjects on the north by part of the lands of Fruitfield along which it extends four hundred and sixteen feet six inches or thereby on the east partly by the burn commonly called the Airdrie South Burn along which it extends in a north-easterly and easterly direction sixty-one feet two inches and partly by a paling or fence which forms the western boundary of ground sold to or possessed by the North British Railway Company along which it extends one hundred and eighty-two feet or thereby on the west by a stone wall which separates the ground hereby disponed from the Mill Lane or Loan along which it extends twenty-one feet three inches or thereby and on the south by ground feued to the Airdrie Gas Light Company along which it extends three hundred and ten feet or thereby all lying in the town of Airdrie parish of New Monkland and Sheriffdom of Lanark;

(*Fourth*) All and whole that area of ground extending to fifteen poles one yard Imperial measure or thereby part of the lands of Fruitfield bounded on the east by the property of the North British Railway Company incorporated by Act of Parliament along which it extends thirty-two feet or thereby on the south by a curved wall the property of the said Airdrie Gas Light Company along which it extends two hundred and twenty-six feet or thereby and on the north by a curved line which forms the march between the said piece of ground and the other lands of Fruitfield along which it extends two hundred and thirty-five feet four inches or thereby all lying in the parish of New Monkland and shire of Lanark as the said area of ground is delineated and shewn on a plan thereof endorsed on and signed as relative to a feu charter by the said Henry Charles Deedes as commissioner and attorney foresaid in favour of the Airdrie Gas Light Company dated the nineteenth day of May and recorded in the division of the General Register of Sasines applicable to the county of Lanark the sixth day of December both in the year one thousand eight hundred and seventy-six;

(*Fifth*) All and whole that area or piece of ground forming part of the lands of Fruitfield on the estate of Airdrie and sometime occupied by William Shanks joiner and wood merchant Airdrie Sawmills Airdrie as a woodyard sawmills and workshops under a lease entered into between Henry Charles Deedes herein-after designed and the said William Shanks dated the fourteenth day of July and the twentieth day of August one thousand eight hundred and seventy-five containing two acres and twenty-two poles or thereby Imperial standard measure bounded on or towards the north partly by the road leading from East High Street of Airdrie to the subjects feued to the said William Shanks in eighteen hundred and seventy-two along which it extends one hundred and four feet or thereby and partly by the said subjects themselves along which it extends one hundred and ninety-six feet six inches or thereby on the east also partly by the said subjects feued to the said William Shanks in eighteen hundred and seventy-two along which it extends one hundred and ninety feet or thereby and

also by the Monkland section of the North British Railway along which it extends ninety feet or thereby on the south and south-east by ground feued to the said Airdrie Gas Light Company along which it extends four hundred and six feet nine inches or thereby and on the west by the Mill Loan of Airdrie along which it extends following the bends angles and curves of the stone wall now or formerly forming this boundary four hundred and eighty-three feet three inches or thereby all as delineated and coloured pink on the plan prepared by William Baird and Arthur architects in Airdrie endorsed on and signed as relative to a feu contract entered into between Henry Charles Deedes of Number Seven Queen Street Mayfair London factor and commissioner for Alexander John Alexander esquire of Airdrie and Rochsolloch conform to factory and commission granted by the said Alexander John Alexander in favour of the said Henry Charles Deedes dated the first and recorded in the books of Council and Session the twenty-first days of May eighteen hundred and sixty-eight on the one part and the said William Shanks on the other part dated twenty-eighth February and third March and recorded in the division of the General Register of Sasines applicable to the county of Lanark twenty-second March all in the year eighteen hundred and seventy-nine all lying in the parish of New Monkland and county of Lanark:

And (second) the gas in the gas-holders and in the pipes and all coals coke materials residual products and stores of every kind of the Company in hand on thirty-first March nineteen hundred and four (exclusive of gas meters and stoves belonging to the Company) and outstanding accounts due to the Company at that date.

Secundo The price to be paid by the Council to the Company for (first) the undertaking shall be the sum of sixty-one thousand three hundred pounds and (second) the value of the gas in the gas-holders and in the pipes and of all coals coke materials residual products and stores of every kind belonging to the Company in hand on the said thirty-first day of March nineteen hundred and four (exclusive of gas meters and stoves belonging to the Company) and the outstanding accounts due to the Company as at the said date as such value may be agreed upon between the parties or failing agreement shall be determined by two arbiters one to be chosen by the Company and the other by the Council who shall have power to appoint an oversman in the event of their failing to agree and the award of the said arbiters or oversman shall be final and binding upon the parties hereto and such valuation shall so far as can be done be taken on said thirty-first March nineteen hundred and four.

Tertio The Council shall also along with the foresaid price and value pay to the Company (first) all the costs charges and other expenses incurred and to be incurred by the Company of and incident to the Company's Order and of and incident to their petition against the Council's Order (second) the expense of the conveyance by Messieurs William Shanks and Sons to the Company of part of the lands of Fruitfield incurred by the Company and

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(third) the legal expenses incident to the conveyance and transfer of the undertaking from the Company to the Council including the stamp duty payable on such conveyance all as the same failing agreement between the parties hereto shall be fixed by the auditor of the Faculty of Procurators in Glasgow.

Quarto The Council shall take over pay and discharge all the current contracts obligations and engagements of the Company in relation to the carrying on of the undertaking in so far as the same are set forth in the list annexed hereto.

Quinto The purchase price of sixty-one thousand three hundred pounds and the amount of the valuation provided for in Article Two hereof and the several costs charges and expenses referred to in Article Three hereof shall be payable by the Council to the Company on the eleventh day of November nineteen hundred and four together with interest thereon at the rate of five per cent. per annum from and after thirty-first March nineteen hundred and four until payment.

Sexto The receipt in writing of four directors of the Company for any sum to be paid to the Company by the Council shall effectually discharge the Council from the sum expressed in such receipt to have been received and from all liability in respect of the application thereof by the Company and from being answerable or accountable for the misapplication or non-application thereof If and when desired by the Council the Company shall grant a valid conveyance to the Council of the lands belonging to the Company.

Septimo As on and from the said thirty-first day of March nineteen hundred and four the Company shall carry on the undertaking at the risk and expense and for and on behalf of the Council until actual possession thereof is obtained by the Council under the supervision of a joint committee consisting of four directors of the Company and four members of the Council provided that the Company shall not after the last date hereof without the previous consent in writing of the Council under the hand of their clerk make or enter into any contract agreement or obligation except such as shall be necessary in the ordinary course of the maintenance of the works and the proper conduct of the undertaking.

Octo For the purpose of assisting in carrying on the undertaking the Company shall from time to time if required by the Council advance such sums of money as may be necessary to do so not exceeding in all one thousand pounds sterling and such advance shall be repaid by the Council to the Company on the said eleventh day of November nineteen hundred and four with interest thereon at the rate of five per centum per annum from the respective dates of advance until repaid.

Nono As at the said thirty first day of March nineteen hundred and four the Company shall deliver over the undertaking to the Council in the usual good working order with gas in the gas-holders equal in quantity to the ordinary store of gas at such period of the year and of the usual good quality together with a supply of coal sufficient for carrying on the works for one month from that date.

Decimo The public rates taxes premiums of insurance feu duties and other outgoings shall be apportioned between and paid by the parties hereto according to the respective periods of possession by them and all profits accruing from the undertaking from and after the said thirty-first day of March nineteen hundred and four shall be payable to the Council.

Undecimo This agreement is made subject to the approval of Parliament and to such alterations as may be made therein during the progress of the Council's Order and shall be scheduled to and confirmed by that Order and is conditional on that Order being passed into law Provided that if any material alteration be made herein it shall be competent for either of the parties hereto to withdraw from this agreement and in the event of the Council withdrawing or not being successful in obtaining their Provisional Order they shall pay and so free and relieve the Company of all expense which the Company may have incurred in connexion with the proposed sale and these presents and in that event and notwithstanding anything hereinbefore contained the Company shall be entitled to receive the whole profits which may be earned in carrying on the undertaking from and after the said thirty-first day of March nineteen hundred and four under the provisions of Article seven hereof.

Duodecimo Within one week from the last date hereof the Company shall withdraw the petition lodged by them against the Council's Order and in like manner the Council shall withdraw the petition lodged by them against the Company's Order and the Company shall so far as required by the Council support the Council's Order and the insertion therein of such provisions as may be necessary for giving effect hereto.

Ultimo If at any time any question shall arise between the Company and the Council as to the intent construction effect or meaning of this agreement or anything to be done hereunder or whether any alteration made herein as aforesaid is or is not material every such question shall be referred to and be determined by the Lord Advocate whom failing by the Solicitor-General for Scotland for the time being as sole arbiter whose award or awards interim and final shall be binding on both parties and not subject to review.

In witness whereof these presents written on this and the six preceding pages of paper are—under the declaration that the word "Procedure" is interlined to read between the words "Legislation" and "(Scotland)" occurring in the sixth line from the top of page first hereof and that the word "Boundary" occurring in the eleventh line from the top of page third hereof is partly written on erasure both before subscription and together with the list of contracts annexed—executed in duplicate as follows videlicet They are sealed with the common seal of the Provost Magistrates and Councillors of the burgh of Airdrie and subscribed by David Martyn provost and Gavin Black Motherwell town clerk all at a meeting of said Provost Magistrates and Councillors (the said David Martyn provost presiding) held at Airdrie on the twenty-fourth day of March one thousand nine hundred and four before these witnesses Thomas Russell and James Adam Martin both clerks to Motherwell McMurdo and Mitchell solicitors Airdrie and they

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are sealed with the common seal of the said Airdrie Gas Light Company and subscribed on their behalf by John Motherwell Robert Monteith Robert Adam and Robert Frew four of their directors and by Francis Paterson their secretary all at Airdrie on the twenty-sixth day of the month and year last mentioned before these witnesses Alexander Black Motherwell solicitor Airdrie and David Frith Kirk clerk in the office of the said Airdrie Gas Light Company.

A. B. Motherwell
Witness.

David F. Kirk
Witness.

Seal of the Airdrie Gas Light Company.

John Motherwell Director.
Robert Monteith Director.
Robert Adam Director.
Robert Frew Director.
Fran. Paterson Secretary.

T. Russell
Witness.

James A. Martin
Witness.

Seal of the Corporation of Airdrie.

David Martyn Provost.
G. B. Motherwell
Town Clerk.

List of Contracts referred to in the foregoing Agreement and Signed as relative thereto.

I. *Coal Contracts as at 1st March* 1904.

Name of Contractor.	Name of Coal.	Date of Expiry.	Contract.	Rate.	Received.	To come.
			tons.	*s.* *d.*	tons. cwts.	tons. cwts.
D. A. Penman & Co. -	Hamilton Palace dross.	29th Sept 1904.	1,000	7 6	388 15	611 5
A. McNair & Co. -	Woodend single nuts	Do.	1,000	7 7	580 17	419 3
A. Jeffrey & Co. -	Bothwell D. nuts -	Do.	1,000	8 3	654 17	345 3
Crichton and Stevenson	Southrigg double nuts	Do.	1,000	7 11	207 7	792 13
Do.	Single nuts -	Do.	500	6 11	246 1	253 19
A. and G. Anderson -	Earnock double nuts	Do.	1,000	8 2	308 6	691 14
Do. -	Rosehall double nuts	Do.	1,000	7 6	131 8	868 12
Do. -	Rosehall whole-seam	Do.	1,500	8 9	1,176 17	323 3
Do. -	Optional addition -	No fixed date.	2,000	8 9	—	2,000 0
A. Russell & Co. -	Darngavil heading -	29th Sept. 1904.	2,000	—	1,843 8	156 12
Laverock Knowe Coal Company.	Laverock Knowe* -	—	200	—	200 0	—
			12,200	—	6,737 16	6,462 4

* Quantity delivered but arrangements made for delivery of two waggons per week until further notice.

II. *Cartage Contracts.*

Name.	Nature of Contract.	Terms of Contract.
James Cullen -	Coke to station - - - -	10*d.* per ton.
	Coke to Wheatholm - - -	1*s.* 6*d.* ,,
	Sundry cartages - - -	10*d.* ,,
	Refuse to coup - - - -	9*d.* ,,
	Contractor providing coup.	

III. *Benzol Contracts.*

Name.	Rate.	Contract Quantity.	Quantity.	
			Received.	To come.
James Ross & Co. -	7½*d.* per gallon -	8,000 gas - -	3489	4511

Date of expiry 30th June 1904.

IV. *Sundry Contracts.*

Name of Contractor.	Nature of Contract.	Terms of Contract.	Date of Expiry.
The Gas Residual Products Co. Ltd.	Surplus tar and liquor produced on works.	7*s.* 9*d.* per 100 gallons on rail at gasworks.	30th June 1904.

V. *Contracts for Gas Supply.*

(1) *Gas Consumers* :—Per ordinary meters of 2*s.* 11*d.* per 1,000 cubic feet Discount of 2½ per cent. on quarterly accounts over £20 and under £50 Discount of 5 per cent. on quarterly accounts over £50 and upwards.

(2) *Gas Consumers* :—Per slot meter with or without use of small cooking stove 4*s.* 2*d.* per 1,000 cubic feet.

(3) *Special Discount* :—Airdrie Iron Company 15 per cent. off gas used by gas engine meter until further notice.

" Conditions "—Engine only to be used during ordinary working hours.

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VI. *Contracts of Official Services.*

Name.	Offices.	Emoluments.	Term of Notice.
David Vass -	Engineer and manager.	£250 per annum with house coal gas and rates free.	Three months.
Francis Paterson	Secretary treasurer and collector.	£250 per annum subject to payment of salary of assistant. (Present assistant George Godley salary £95) Premium for guarantee security for collector and assistant paid by Company.	Salary paid monthly No period of notice.

THE THIRD SCHEDULE.

FORM OF MORTGAGE.

AIRDRIE CORPORATION GAS.

Mortgage No. £

By virtue of the Airdrie Corporation Gas Order 1904 we the Provost Magistrates and Councillors of the burgh of Airdrie in consideration of the principal sum of [*specify amount*] paid by [*name and designation of mortgagee*] to the treasurer to the said Corporation for the purposes of the said Airdrie Corporation Gas Order do hereby grant and assign to the said [*name of mortgagee*] and his executors administrators and assignees [*or as the case may be*] such proportion of the several rates rents and charges and other revenues to be levied and received by the said Corporation under the authority of the said Order as the said sum of [*specify amount*] doth or shall bear to the whole sum which is or shall be borrowed upon the credit of the said rates rents charges and revenues to hold to the said mortgagee and his foresaids until the said principal sum and the whole interest due thereon shall be fully paid and satisfied and it is hereby stipulated that the said principal sum shall be repayable on the [*date*] or shall thereafter in virtue hereof remain as a loan to the said Corporation until the expiration of such further term of years and at such rate of interest as shall be specified in a minute or minutes to be indorsed hereon and signed by the said mortgagee or his foresaids and by the said treasurer and by the clerk to the Corporation which minute or minutes are hereby declared and shall be held to be valid and binding though they may be neither holograph of any of the said parties nor tested and the said Corporation shall pay interest on the said principal sum from the day of to the said date of repayment first above mentioned (being at the rate of [*specify rate*] per centum per annum).

In witness whereof [*testing clause according to the law of Scotland*].

THE FOURTH SCHEDULE.

Form of Transfer of Mortgage.

I [*name and designation of mortgagee*] in consideration of the sum of [*specify amount*] paid to me by [*name and designation of transferee*] do hereby transfer to the said [*name of transferee*] and his executors administrators and assignees [*or as the case may be*] a certain mortgage number [*number of mortgage*] dated the [*date of mortgage*] made in my favour by the Provost Magistrates and Councillors of the burgh of Airdrie by virtue of the Airdrie Corporation Gas Order 1904 in connexion with the gas undertaking authorised by that Order for securing the sum of [*principal sum in mortgage*] [*or if the transfer be by endorsement* the within mortgage] together with the interest thereon from and after the [*date from which transferee is to be entitled to the interest*] In witness whereof [*testing clause according to the law of Scotland*].

THE FIFTH SCHEDULE.

Form of Discharge.

Received from the treasurer to the Corporation of the burgh of Airdrie acting on their behalf the sum of
being the principal sum contained in the within mortgage (all interest due thereon having been previously paid) and the said mortgage is now delivered up as discharged.

Dated this day of one thousand nine hundred and

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