CHAPTER lxxxv.

An Act for incorporating and conferring powers upon the Bude Gas Company. [26th July 1907.]

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WHEREAS the construction of gasworks and the affording of a proper and sufficient supply of gas to the urban district of Stratton and Bude and to certain adjoining parishes in the county of Cornwall as by this Act provided would be of public and local advantage:

And whereas the persons in that behalf in this Act named with others are willing to construct such gasworks and to provide such supply of gas on being incorporated into a company and on the necessary powers being conferred upon them for that purpose and it is expedient that they be incorporated accordingly and that the powers in this Act contained be conferred upon them:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it 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:—

Short title.

1. This Act may be cited as the Bude Gas Act 1907.

Incorporation of general Acts.

2. The following Acts and parts of Acts are hereby incorporated with this Act (namely):—

The Companies Clauses Consolidation Act 1845 (except the provisions relating to the conversion of borrowed money into capital);

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Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts;

The Lands Clauses Acts; and

The Gasworks Clauses Acts 1847 and 1871 Provided that section 13 of the former Act shall be read as if the words "or any premises" were inserted after the words "private building" and as if the words "Provided also "that every such contract entered into by the Company "shall be alike in terms and amount under like circum- "stances to all consumers" were added at the end of that section.

Interpretation.

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

The expression "the Company" shall mean the Company incorporated by this Act;

The expression "the works" "the gasworks" and "the undertaking" shall respectively mean and include the gasworks and works connected therewith by this Act authorised to be made by the Company and the lands buildings estates right title property privileges and effects and the undertaking of the Company and every part thereof respectively;

The expression "the council" means the urban district council of Stratton and Bude.

Company incorporated.

4. Arthur Henry Brown Edwin Soden Boot and Frank Boulding and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and they are hereby united into a company for the purposes herein-after mentioned and shall be and are hereby incorporated by the name of "The Bude Gas Company" and by that name shall be a body corporate with perpetual succession and a common seal with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

General purposes of Company.

5. The Company shall be established for the purpose of manufacturing storing and supplying gas for lighting heating motive power and other purposes within the limits of this Act

and may provide produce sell dispose of and deal in gas coke tar and all other residual products resulting from the manufacture of gas and generally may carry on the business usually carried on by a gas company.

Limits of Act.

6. The limits of this Act shall be the urban district of Stratton and Bude and the parishes of Stratton Poughill Poundstock and Marhamchurch all in the county of Cornwall.

Capital.

7. The capital of the Company shall be eight thousand five hundred pounds in eight hundred and fifty shares of ten pounds each.

Shares not to be issued until one fifth paid.

8. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

9. One fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls and three fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

10. If any money is payable to a shareholder or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow.

11. The Company may subject to the provisions of this Act borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one-third part of the amount of the capital by this Act authorised to be raised but no part thereof shall be borrowed until the whole of the shares or stock together with the premium if any realised on the sale thereof shall have been fully paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that such shares and stock and premium if any have been issued and fully paid up and upon production to such justice of the books of the Company and such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Debenture stock.

12. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses

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Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Priority of mortgages over other debts.

13. All money to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them provided that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Acts or in respect of any rent or sum reserved by or payable under any lease granted to the Company which is entitled to rank in priority to or pari passu with the interest or dividends on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of their undertaking or injuriously affected by the exercise of any powers conferred on the Company.

Application of moneys.

14. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

For appointment of a receiver.

15. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than five hundred pounds in the whole.

Ordinary meetings.

16. The first ordinary meeting of the Company shall be held within six months after the passing of this Act and the subsequent ordinary meetings of the Company shall be held once in every year at such time as shall be appointed for that purpose by an order of a general meeting.

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Number of directors.

17. The number of directors shall be four but the Company may vary the number provided that the number be not at any time more than six or less than three.

Qualification of directors.

18.—(1) The qualification of a director shall be the possession in his own right of not less than twenty shares.

(2) No person shall be disqualified from becoming or continuing a director of the Company by reason of his or any partner of his being or becoming interested in any contract with the Company either in his own behalf or as a member of any other company corporation local authority or partnership but no such person shall as a director vote in respect of any question as to any such contract.

(3) If any of the directors shall be made bankrupt or shall go to reside abroad or shall become lunatic or of unsound mind or shall neglect to attend a meeting of directors for three months (unless such neglect to attend be occasioned by illness or by any other reasonable cause allowed by the directors) then in any of the cases aforesaid the office of such director shall become vacant and thenceforth he shall cease from voting or acting as a director.

(4) The continuing directors may act notwithstanding any vacancy in the number of directors.

Quorum.

19. The quorum of a meeting of directors shall be three.

First directors.

Election of directors.

20. Arthur Henry Brown Edwin Soden Boot and Frank Boulding and two other persons to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if they continue qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall subject to the power herein-before contained for varying the number of directors elect persons to supply the places of the directors then vacant and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the Companies Clauses Consolidation Act 1845.

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Number and qualification of auditors.

21.—(1) The prescribed number of auditors shall be one unless the number be increased to two by an order of a general meeting of the Company.

(2) It shall not be necessary for the auditor or auditors appointed by the Company to hold shares in the capital of the Company.

Closing of transfer books previous to declaring interim dividend.

22. The directors may close the register of transfers for a period not exceeding fourteen days previous to the declaration of any interim dividend and they may fix a day for closing the same of which seven days' notice shall be given by advertisement in some newspaper published or circulating in the district within which the Company's principal place of business is situate and any transfer made during the time when the transfer books are so closed shall as between the Company and the person claiming under the same but not otherwise be considered as made subsequently to the declaration of any such dividend.

Books to be balanced to 31st December.

23. The period to which the books of the Company shall be balanced shall be the thirty-first day of December in each year.

Powers as to construction and maintenance of gasworks.

24. Subject to the provisions of this Act the Company may upon the lands described in the schedule to this Act or upon any part thereof erect lay down provide maintain alter improve enlarge extend and renew or discontinue gasworks retorts gasometers receivers drains sewers mains pipes meters lamps lamp-posts burners stop-cocks machinery and other works and apparatus and conveniences 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 Act and may make store and supply gas accordingly and may manufacture sell provide supply and deal in coke tar pitch asphaltum ammoniacal liquor oil sulphate of ammonia and all other products or residuum of any materials employed in or resulting from the manufacture of gas.

Power to purchase lands by agreement.

25. The Company may for the purposes of their undertaking purchase take and hold (by agreement but not otherwise) the lands described in the schedule to this Act and also any lands and hereditaments not exceeding in the whole five acres which the Company may require for the purposes of their works and undertaking and the Company may on any lands for the time being belonging to them erect fit up maintain and let offices houses and dwellings for their officers and servants but the Company shall not manufacture any gas or erect any works for the manufacture of gas on the lands described in the schedule to this Act

without the previous consent and approval of the council and the Company shall not create or permit a nuisance on any such lands.

Prescribed period for sale of lands.

26. The prescribed period for the sale of superfluous lands within the meaning of section 127 of the Lands Clauses Consolidation Act 1845 shall be ten years from the passing of this Act.

Power to sell or lease lands.

27. Subject to the provisions of the Lands Clauses Consolidation Act 1845 the Company may sell or let on lease for such periods as they think fit any lands for the time being belonging to them and which may not at the time be required for the purposes of their undertaking and may retain and hold sell and dispose of any interest in or reversion to any lands so let and any such sale disposal or lease may be for such consideration and subject to such reservations stipulations restrictions and provisions and generally upon such terms and conditions as the Company think fit.

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

28. The Company may on the application of the owner or occupier of any premises within the limits of this Act abutting on or being erected in any street laid out but not dedicated to public use supply such premises with gas and may lay and repair take up alter relay or renew in across or along such street such pipes and apparatus as may be requisite or proper for 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 so far as they are applicable for the purposes of this section shall extend and apply mutatis mutandis to and for the purposes thereof.

For protection of Stratton and Bude Council.

29. In executing the works and exercising the powers by this Act authorised so far as they affect streets roads bridges and other property of the council (all herein-after comprised in the term "streets") in the urban district of Stratton and Bude the following provisions for the protection of the council shall unless otherwise agreed between the council and the Company have effect in addition to the other provisions for their protection or benefit in this Act or the Acts incorporated herewith contained (that is to say):—

(1) All pipes to be laid in along or across any street shall be laid in such position in or at the side thereof or in or under the footpath or pavement as the council in writing under the hand of their surveyor may reasonably direct:

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(2) The Company shall not permit any trench made by them in any street to be open for more than fifty yards in length at any place where only one cart can pass at the side of such trench or for more than one hundred yards in length where only two carts can pass at the same time:

(3) In the application of the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes the notice required by section 8 of that Act shall be not less than seven days instead of three days but this provision shall not apply in cases of emergency:

(4) The plan required by section 9 of the last-mentioned Act shall be accompanied by a description and section of the proposed works and shall be delivered to the council or their surveyor by the Company not less than fourteen days before they commence to open or break up any streets for the purpose of executing the works:

(5) Where the Company shall have opened or broken up any street within the district they shall complete the work and fill in the ground to the reasonable satisfaction of the council and thereafter the council shall at the cost of the Company complete the reinstatement and making good of the street in such manner as the council ordinarily repair the street so broken up and the cost of such reinstatement and making good shall be paid by the Company to the council on demand and shall be in accordance with a scale to be previously agreed upon between the engineer of the Company and the surveyor of the council or settled by arbitration as herein-after provided:

(6) Provided that nothing in this section contained shall alter or affect the position of the council in respect of any damage consequent upon the use of a steam roller for the purpose of such reinstatement or relieve the Company from laying their mains and pipes at a reasonable depth and in such manner as to prevent such damage:

(7) Nothing in this Act contained shall interfere with the right of the council to alter the level of deviate or improve in any manner they think fit any street in or along which any pipes of the Company shall have

been laid and the Company shall on the expiration of fourteen days after receiving notice in writing under the hand of the clerk or surveyor to the council so to do proceed to alter the position of any such pipes in the manner and to the extent prescribed by such notice or as in case of difference shall be determined by arbitration in the manner herein-after prescribed and the expenses of any such alteration deviation or improvement shall be paid to the Company by the council:

(8) All works of the Company as far as they affect any street shall be so executed by the Company as not to stop any traffic and so far as reasonably practicable as not in any way to impede or interfere with the traffic:

(9) Any question in this section to be referred to arbitration shall be settled by an engineer to be agreed upon between the council and the Company and failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party.

Dividend dependent on price charged.

30. The standard price to be charged by the Company for gas supplied by them shall be four shillings per thousand cubic feet:

Provided that the Company may increase or reduce the price charged by them for gas above or below the standard price subject to a reduction or increase in the dividend payable by the Company on the ordinary share capital or stock as follows:—

In respect of any year during any part of which the price charged by the Company shall have been one penny or part of a penny above the standard price the dividend payable by the Company shall in respect of each penny or part of a penny by which the standard price shall have been increased be reduced below ten per centum (being the standard rate of dividend) by five shillings on every one hundred pounds of ordinary paid-up capital and so in proportion for any fraction of one hundred pounds;

And in respect of any year during the whole of which the price charged by the Company shall have been one penny or more below the standard price the dividend payable by the Company may in respect of each penny by which the standard price shall have been reduced be increased

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above the standard rate by five shillings on every hundred pounds of ordinary paid-up capital and so in proportion for any fraction of one hundred pounds.

Pressure of gas.

31. All gas supplied by the Company 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 and any gas examiner appointed under the Gasworks Clauses Act 1871 may subject to the terms of his appointment at the testing place or at any public lamp as and when he thinks fit test the pressure at which the gas is supplied 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 Company of the time and place at which such testing shall be conducted.

Quality of gas.

32. The prescribed number of candles shall be not less than fourteen.

Price of gas for public lighting.

33. The price to be charged by the Company for gas supplied by them for public lighting shall not exceed a rate equal to the price charged to private consumers less twenty per centum thereof.

Testing place.

34. For the purposes of the Gasworks Clauses Act 1871 the prescribed testing place shall be a testing place which shall be provided at the offices of the council before supplying or within three months after beginning to supply gas under the authority of this Act.

Testing for quality.

35.—(1) The quality of the gas supplied by the Company shall with respect to its illuminating power be such as to produce at the testing place when burned at the rate of five cubic feet per hour a light equal in intensity to the light produced by fourteen sperm candles of six to the pound each consuming one hundred and twenty grains of sperm per hour and shall be in all respects in accordance with the provisions of the Gasworks Clauses Act 1871.

(2) For testing the illuminating power of the gas the burner to be used shall be that known as the Metropolitan Argand No. 2 the photometer shall be the bar photometer (or the table photometer) the standard light shall be that supplied by Harcourt's

ten-candle pentane lamp and in making the test the burner shall be so used as to obtain from the gas when burned at the rate aforesaid the greatest amount of light Provided that the Board of Trade may on the application of the Company or the local authority approve the use of any other burner photometer or standard light which may appear to the Board to be equally or more suitable for the testing.

(3) The Company shall before supplying or within three months after beginning to supply gas under this Act provide all the apparatus required by this Act for the testing of gas and shall at all times keep the same in proper order and repair.

Anti-fluctuators for gas engines.

36. Every consumer of gas supplied by the Company who uses a gas engine shall if required to do so by the Company use an anti-fluctuator and shall at all times at his own expense keep such anti-fluctuator in proper order and if any consumer shall make default in complying with the provisions of this section the Company may cease to supply him with gas The Company 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 Company if the anti-fluctuator be found in proper order but otherwise at the expense of such consumer.

Company to pay interest on money deposited as security for gas meter &c.

37. If any person is required by the Company to give to them security for the payment of the price or rent of a meter the Company shall pay interest after the rate of four pounds 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.

Power to supply gas fittings &c. for heating and other purposes and fittings not to be subject to distress.

38.—(1) The Company may provide sell let for hire or otherwise deal in fix repair alter remove and re-fix meters engines stoves ranges pipes and other apparatus and appliances articles and things (all or any of which are herein-after in this section referred to as "fittings") for measuring 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 provide all materials and do all work necessary or proper in that behalf and may require and take such remuneration in money or such rents and charges for and make such terms and conditions as may be agreed upon between the Company and the persons to or for whom the fittings are sold let fixed up repaired or removed.

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(2) Any fittings let for hire under the provisions of this section shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under any process of any court or any proceedings in bankruptcy against the persons in whose possession the same may be Provided that such fittings have upon them respectively a distinguishing metal plate affixed to a conspicuous part thereof or a distinguishing brand or other mark conspicuously impressed or made thereon sufficiently indicating the Company as the actual owners thereof.

Gas consumers to give notice to Company before removing.

39. At least twenty-four hours' notice in writing shall be given to the Company by every gas consumer before he shall quit any premises supplied with gas by meter by the Company and in default of such notice the consumer so quitting shall be liable to pay to the Company the money 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 Company to supply gas to such premises whichever shall first occur Notice of the effect of this enactment shall be endorsed upon every demand note for gas charges payable to the Company.

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

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

Notice of discontinuance.

41. A notice to the Company 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 of the Company.

Period of error in defective meters.

42. 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 Company shall be paid by or to the Company to or by the consumer as the case may be and shall be recoverable in the like manner as gas charges are recoverable by the Company.

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Power to Stratton and Bude Council to purchase undertaking.

43.—(1) If at any time within twenty-one years from the passing of this Act the council shall apply to Parliament for power to purchase the undertaking of the Company the Company shall not oppose such application except in so far as may be necessary in order to secure the insertion in any Bill introduced into Parliament to authorise such purchase of clauses to protect their interests with respect to such purchase and for that purpose the Company shall be at liberty to petition either or both Houses of Parliament and to appear on such petition by counsel agents and witnesses if they think fit and if such powers of purchase be granted the Company shall sell and transfer and the council shall purchase and acquire the undertaking of the Company free from all debts mortgages or similar obligations of the Company or attaching to the undertaking.

(2) Any such sale and purchase shall be for such price and upon such terms and conditions as may be mutually agreed upon or failing agreement as may be determined by arbitration in accordance with the provisions of the Lands Clauses Acts with reference to the purchase and taking of lands otherwise than by agreement and in the construction of the said provisions the expressions "the promoters of the undertaking" and "lands" shall respectively be construed to mean the council and the undertaking of the Company and in determining the amount to be paid to the Company by the council the arbitrator shall have regard to the state of the works mains and other property to be acquired and the average of the annual net profit for the past five years then last past.

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

44. The Company may contract with any local authority company or persons supplying gas under parliamentary powers in any district adjacent to the Company's limits of supply for the supply to them respectively of gas in bulk upon such terms and conditions and for such periods not exceeding in any case seven years from the making of the contract as shall be agreed upon but nothing in this section shall authorise the Company to lay mains or interfere with any streets beyond the limits of supply.

For protection of London and South Western Railway Company.

45. For the protection of the London and South Western Railway Company (in this section referred to as "the South Western Company") the following provisions shall apply and have effect (viz.):—

(*a*) In laying down repairing or removing any mains or pipes or executing any other works in the exercise of the powers contained in this Act upon across over under

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or in any way affecting the South Western Railway or any bridge over or under such railway or any approaches to any such bridge within the South Western Company's boundary or any level crossing the same shall be done under the superintendence and to the reasonable satisfaction of the engineer of the South Western Company and according to such plans sections and specifications and except in case of urgent necessity at such times as shall be previously submitted to and as shall be reasonably approved in writing by him or in the event of disapproval then in such manner as shall be determined by arbitration in manner herein-after provided and all such works shall be executed by and at the expense in all things of the Company and so as not to cause any injury to the said railway or to any such bridge or the approaches thereto within the South Western Company's boundary or any level crossing and shall within such boundary so execute any works as having regard to the existing level of the roadway shall interfere with or impede as little as possible the passage or conduct of traffic and with any improvement or widening of such railway or bridge or the introduction of side openings to such bridge Provided that if the said engineer does not express his approval or disapproval of the said plans sections and specifications within one month after the same have been submitted to him a difference shall be deemed to have arisen :

(*b*) If any injury or damage to the railway works or property of the South Western Company or any interruption of the South Western Company's traffic shall be in any way occasioned by the Company or by their contractors agents or workmen the Company shall forthwith make full compensation to the South Western Company in respect thereof and the amount of such compensation shall in failure of agreement be determined by arbitration in manner herein-after provided :

(*c*) All mains pipes and other works of the Company upon across over under or in any way affecting the South Western Railway or any bridge over or under the same or the approaches thereto within the South Western Company's boundary or at any level crossing shall be at all times maintained in good repair by

the Company and in default of their being so maintained the South Western Company may from time to time by notice in writing signed by their said engineer and delivered at the principal office for the time being of the Company require the Company to forthwith put into good repair any such main pipe or other work as aforesaid as may be in want of repair and if the Company for fourteen days after the receipt of such notice refuse or neglect to proceed with the repair of the same and do not dispute the necessity thereof the South Western Company may without any further notice to the Company repair the same and all expenses reasonably incurred by them in or about such repair shall be repaid to them by the Company Provided that in case of accidents happening or immediate danger being apprehended to the South Western Railway or any bridge over or under such railway or the approaches thereto or at any level crossing by reason of any such main pipe or other work as aforesaid being in want of repairs the South Western Company may without giving such notice as aforesaid make such repairs as may be necessary and the expenses of the same shall be repaid as herein-before provided:

(*d*) If the South Western Company require to widen or alter their railway or to widen lengthen strengthen reconstruct alter repair lift or support any bridge over or under their railway or the approaches to such bridge the Company shall afford to the South Western Company all reasonable and proper facilities for the purpose and the Company shall pay to the South Western Company any additional expense which the South Western Company may incur in effecting such widening lengthening strengthening reconstructing altering repairing lifting or supporting or in the maintenance of any bridge approach or other work of the South Western Company by reason of the existence or user of the mains pipes or other works constructed under the powers of this Act:

(*e*) The Company shall bear and on demand pay to the South Western Company all reasonable costs of the superintendence by them of the construction of the works and repairs thereof and all reasonable costs of watching

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lighting and protection of the South Western Railway with reference to and during such construction and repairs so far as such costs may be in case of difference determined by the arbitrator to have been necessary:

(*f*) The Company shall not acquire any land of the South Western Company but the South Western Company shall grant to the Company an easement in perpetuity over the road shown on the plans deposited in respect of this Act and numbered 3 in the parish of Stratton for the purpose of access to the lands numbered 1 and 2 in the said parish and the Company shall pay to the South Western Company the cost of maintaining the said road and in addition such amount by way of purchase money or compensation as may be agreed upon or in case of difference as may be determined by arbitration under the provisions of the Lands Clauses Acts relating to the purchase of lands otherwise than by agreement:

(*g*) Any difference which may arise between the South Western Company and the Company touching any of the matters referred to in this section shall be decided by a single arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the costs of such arbitration and of the parties thereto shall be in the discretion of the arbitrator.

For protection of county council of Cornwall.

46. In executing the works and exercising the powers by this Act respectively authorised and conferred so far as the same affect roads streets bridges sewers drains tunnels and other property vested in or under the jurisdiction of the Cornwall County Council (in this section referred to as "the council") the following provisions for the protection of the council shall unless otherwise agreed in writing between the Company and the council have effect (that is to say):—

(1) All mains pipes culverts and works to be laid in or along any main roads or in or upon or across any county or main road bridge shall be laid in such position in or at the side thereof and at such depth (not being less than 2 feet or more than 3 feet from the top of the pipe to the surface of the roadway) as the council in writing under the hand of their surveyor may reasonably direct:

(2) The plan required by the 9th section of the Gasworks Clauses Act 1847 shall be accompanied by a section of the proposed works and shall be delivered to the council or their surveyor by the Company not less than in the case of a bridge fourteen days and in all other cases seven days before the Company commence to open or break up any main road or interfere with any county or main road bridge sewer drain or tunnel or other property of the council for the purpose of executing the works:

(3) Nothing in this Act shall interfere with the right of the council to alter the level or deviate or improve in any manner they think fit any main road in or along which any mains pipes or works of the Company shall have been laid and the Company shall at their own expense within a reasonable time after receiving notice in writing under the hand of the clerk or surveyor to the council so to do alter the position of any such mains pipes or works in such manner and to such extent as such notice may reasonably prescribe and the council shall not make any compensation to the Company for any expense or loss to which the Company may be put in consequence of any such alteration deviation or improvement:

(4) Nothing in this Act contained shall interfere with the right of the council at any time or times to remove alter or rebuild any county or main road bridges or the approaches thereto over near or attached to which any mains pipes or works of the Company are carried in the same manner as they might have removed altered or rebuilt such bridge or the approaches thereto if this Act had not been passed and such mains pipes or works had not been laid over or near or attached to such bridge and the council shall not make any compensation to the Company for any expense or loss to which the Company may be put in consequence of any such removal alteration or rebuilding and in the event of any such bridge or the approaches thereto over or near or attached to which any such mains pipes or works are laid being removed altered or rebuilt as aforesaid the Company shall at their own cost in all things make all such alterations of the position of any such mains pipes or works as may be reasonably

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necessary Provided that during the removal alteration or rebuilding of such bridge or the approaches thereto as aforesaid the council shall afford all reasonable facilities for temporarily carrying such mains and pipes across any stream or river so as not to interrupt the continuous supply of gas or to diminish the pressure of such supply through such mains or pipes:

(5) All works shall be so executed by the Company as not to stop the traffic and so far as reasonably practicable as not in any way to impede or interfere with the traffic on any main road or over any county or main road bridge or the approaches thereto and all new works and important renewals shall so far as practicable be executed at the period of the year when they shall occasion the least possible damage to the surface of the roadway:

(6) The Company shall pay to the council the reasonable expenses incurred by them in relation to the reasonable superintendence by the council or their surveyor of any work to be done by the Company under the provisions of this Act:

(7) Section 8 of the Gasworks Clauses Act 1847 incorporated with this Act shall with respect to the opening or breaking up of any street bridge sewer drain or tunnel belonging to or under the control and management of the council be read and have effect as if the period of seven clear days were inserted therein instead of the period of three clear days in the said section mentioned and such notice shall be given to the surveyor of the council:

(8) The reinstatement and making good of any such street bridge sewer drain or tunnel as aforesaid which shall have been opened or broken up by the Company shall be executed by the Company at their own expense and to the reasonable satisfaction of the surveyor of the council:

(9) If any difference at any time arises between the council and the Company touching this section or anything to be done or not to be done thereunder such difference shall be settled by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party.

No penalty in case of unavoidable cause.

47. No penalty shall be incurred by the Company for insufficiency of pressure defect of 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 produced by any circumstance beyond the control of the Company Provided that the want of sufficient funds shall not be held to be a circumstance beyond the control of the Company.

Power to hold licences under letters patent.

48. The Company may take hold and use patent rights or licences and authorities (not being exclusive) under any letters patent for the use of any invention relative to the manufacture conversion utilisation or distribution of gas and residual products.

Recovery of demands.

49. Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Saving rights of Duchy of Cornwall.

50. Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to His Majesty in right of the Duchy of Cornwall without the consent in writing of some two or more of such of the regular officers of the said duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in relation to the said duchy or belonging to the Duke of Cornwall for the time being without the consent of such Duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges powers or authorities vested in or enjoyed by His Majesty in right of the Duchy of Cornwall or in or by the Duke of Cornwall for the time being.

Costs of Act

51. All costs charges and expenses of and incident to the preparing applying for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

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The SCHEDULE referred to in the foregoing Act.

Gas Lands.

Two pieces of land in the parish of Stratton and Bude in the county of Cornwall containing by admeasurement one acre and two fifths of an acre respectively or thereabouts and being the enclosures numbered 540 and 541 on the $\frac{1}{2500}$ Ordnance map (second edition 1906) of the said parish.

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