CHAPTER cxxxvi.

An Act for conferring further powers on the Lancaster Gas Company. [21st July 1879.]

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WHEREAS by the Lancaster Gas Company's Act, 1856, the Lancaster Gaslight Company were incorporated under the name of the Lancaster Gas Company, (which Company is hereinafter referred to as "the Company,") and were empowered to supply with gas the district comprised within the limits of that Act, and the share capital of the Company was fixed at thirty thousand pounds and they were authorised to borrow seven thousand pounds: 19 & 20 Vict. c. vi.

And whereas the whole of the share capital, as well as the sum authorised to be borrowed, has been raised and expended upon the undertaking of the Company, and the share capital has been converted into stock:

And whereas the demand for gas in the district supplied by the Company has increased and is increasing, and it is expedient that the Company be authorised to acquire further lands, to extend their works, and to construct and maintain sidings in connexion therewith, but no compulsory powers are required for the purpose of such sidings, except as regards the railway company affected:

And whereas it is expedient that the Company be authorised to raise further capital for the purposes of their undertaking, and that the recited Act be amended in certain respects, and that the further powers herein-after contained be conferred on the Company:

And whereas, in exercise of the powers in that behalf contained in the recited Act, the mayor, aldermen, and burgesses of the borough of Lancaster (herein-after called "the Corporation") and the Company have entered into an agreement (a copy whereof is set out in the Second Schedule to this Act) for the transfer to the Corporation of the undertaking of the Company, and it is expedient that such agreement should be confirmed:

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And whereas the objects aforesaid cannot be effected without the authority of Parliament:

And whereas plans and sections showing the lines, situation, and levels of the sidings by this Act authorised, and plans showing the lands required or which may be taken for the purposes or under the powers of this Act, and a book of reference to those plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of such lands were duly deposited with the clerk of the peace for the county palatine of Lancaster, and are herein-after respectively referred to as the deposited plans, sections, and book of reference:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen'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; (that is to say,)

Short title.

1. This Act may be cited as the Lancaster Gas Act, 1879, and this Act and the recited Act may be cited together as the Lancaster Gas Acts, 1856 and 1879.

This Act and 19 & 20 Vict. c. vi. to be construed as one Act.

2. This Act, so far as is consistent with the tenor thereof, shall be construed as one with the recited Act; provided that the provisions of this Act and of the Acts wholly or partially incorporated with this Act shall be in substitution for all the provisions for the like purposes respectively contained in the recited Act.

Incorporation of general Acts.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
10 & 11 Vict. c. 15.
26 & 27 Vict. c. 118.
32 & 33 Vict. c. 48.

3. The Lands Clauses Consolidation Acts, 1845, 1860, and 1869, the Gasworks Clauses Act, 1847, and Part I. (cancellation and surrender of shares), Part II. (additional capital), and Part III. (debenture stock) of the Companies Clauses Act, 1863, as amended by the Companies Clauses Act, 1869, are, so far as the same respectively are applicable for the purposes of and not varied by or inconsistent with the powers of this Act, incorporated with and form part of this Act.

Application of 34 & 35 Vict. c. 41.

4. The Gasworks Clauses Act, 1871, shall apply to the undertaking of the Company as if the same had been authorised by this Act, but the provisions thereof with respect to accounts shall for the purposes of this Act be varied as follows; (that is to say,) the Company shall fill up and forward to the local authority, on or before the twenty-ninth day of September in each year, the annual statement of accounts prescribed by that Act made up to the thirtieth day of June then next preceding instead of the periods mentioned in that Act, and the first of such statements shall be made up from the first day of July one thousand eight hundred and seventy-nine.

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Extending certain provisions of 8 & 9 Vict. c. 16. to this Act.

5. Subject to the provisions of this Act, the clauses and provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (that is to say,)

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions, and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money by the Company on mortgage or bond;

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested,

shall apply and extend to the Company and to the additional capital which they are by this Act authorised to raise.

Interpretation of terms.

6. In this Act 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 expressions "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall for the purposes of this Act be read and have effect as if the debt or demand in respect of which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Power to make sidings.

7. Subject to the provisions of this Act the Company may, in the lines and according to the levels shown on the deposited plans and sections, make and maintain the following sidings; (that is to say,)

(1.) A siding, eight chains or thereabouts in length, commencing by a junction with the Railway No. 1 of the Glasson Dock Railways authorised by the London and North-western Railway (New Railways, &c.) Act, 1878, at a point two and a half chains or thereabouts east of the junction of Lune Road with Long Marsh Lane, and terminating at a point one and a half chains or thereabouts south-east of the south-east corner of the retort-house of the Company;

41 & 42 Vict. c. clxxxii.

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(2.) A branch siding, one and a half chains or thereabouts in length, commencing by a junction with and at a distance of three chains or thereabouts from the herein-before described termination of Siding 1, and terminating at a point three and a half chains or thereabouts north-east from the herein-before described commencement of Siding 1,

with all proper branches, approaches, embankments, turntables, works, and other conveniences connected therewith, and the Company may lay down rails upon such sidings and use the same for the conveyance of coal, coke, and other materials between the said railway and the Company's works.

Limits of deviation.

8. In making any of the works shown on the deposited plans the Company may deviate to any extent not exceeding three feet from the levels shown on the deposited sections, and may deviate laterally within the limits of deviation shown on the deposited plans, and beyond those limits with the consent of the person in whose lands such deviation is to be made: Provided always, that in the construction of the said siding and branch siding the Company shall not, without the consent of the railway company under their common seal, deviate from the respective lines and levels thereof as shown on the deposited plans and sections.

Provisions as to junction with London and North-western Railway.

9. In carrying into effect the junction and other works by this Act authorised affecting the authorised Glasson Dock Railways of the London and North-western Railway Company (in this Act called "the railway company"), the following provisions for the protection of the railway company shall be observed and have effect; (that is to say,)

(1.) All interference with the works of the railway company necessary or convenient for effecting the junction and so much of the said sidings as will be made upon the lands of or authorised to be acquired by the railway company shall respectively be made by the railway company if they shall so elect, but at the sole expense of the Company, the amount of which may be recovered from them in any court of competent jurisdiction:

(2.) The remainder of the said sidings shall be made according to plans and specifications to be reasonably approved by and to be executed under the superintendence and to the reasonable satisfaction of the engineer for the time being of the railway company, and in all respects at the expense of the Company; and the junction point for the said siding with the Railway No. 1 of the Glasson

Dock Railways shall be only at such point as the engineer of the railway company shall in writing approve:

(3.) With respect to any lands belonging to or authorised to be acquired by the railway company which the Company are by this Act authorised to use, enter upon, or interfere with for the purposes of the junction, the Company shall not, except by agreement, purchase and take the same, but the Company may purchase and take, and the railway company may and shall sell and grant accordingly, an easement or right of using the same for the purposes of the junction:

(4.) Nothing relative to the junction in this Act contained shall be deemed to authorise the Company for the purposes of the junction to take or enter upon any lands belonging to or authorised to be acquired by the railway company, or to alter or interfere with any railway or authorised railway or any of the works of the railway company, further or otherwise than is necessary for making the junction and intercommunication as shown on the deposited plans and sections, without the previous consent in writing of the railway company:

(5.) The railway company may from time to time erect such signals and conveniences incident to the junction, either on their own lands or on the lands of the Company, and may from time to time appoint and remove such watchmen, switchmen, or other persons, as may be necessary for the prevention of danger to or interference with the traffic at or near the junction; the working and management of such signals and conveniences, wherever situate, shall be under the exclusive regulation of the railway company, and all the expenses of erecting and maintaining those signals and conveniences, and of employing those watchmen, switchmen, and other persons, and all incidental current expenses, shall, at the end of every half year, be repaid by the Company, and in default thereof may be recovered from them in any court of competent jurisdiction:

(6.) In the user of the said sidings the Company shall observe, perform, and be bound by the byelaws, rules, and regulations of the railway company for the time being in force for the government and use of private railways and sidings connected with the London and North-western Railway:

(7.) The Company shall not, in the exercise of any of the powers conferred by this Act, do, permit, or suffer any act, matter,

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or thing which may interfere with or obstruct the making by the railway company of the said Glasson Dock Railway No. 1, or the working or conduct of the traffic thereon after the completion and opening thereof, or which shall be in any way inconsistent with a certain agreement, dated the twenty-eighth day of May one thousand eight hundred and seventy-eight, made between the railway company and the Company:

(8.) In laying down any mains or pipes, or in executing any works under or in exercise of the powers conferred by this Act for or with respect to the supply of gas, across or in any way affecting the Glasson Dock Railways, or any other railway, lands, or property now or hereafter belonging to or worked, used, or occupied by the railway company, or any of the bridges or works of any such railway, the same shall be done under the superintendence and to the reasonable satisfaction of their engineer, and according to plans to be submitted to and approved by him before any such works are commenced, and such works shall be executed by and in all things at the expense of the Company, and so as not to cause any injury to any such railway, bridges, works, lands, or property, or interruption to the passage or conduct of the traffic over any such railway; and if any such injury or interruption shall arise the Company shall make full compensation to the railway company in respect thereof.

Period for completion of sidings.

10. If the sidings by this Act authorised are not completed within five years from the passing of this Act or within two years from the completion of the said Glasson Dock Railway No. 1, then, on the expiration of the latest of such periods, the powers by this Act granted to the Company for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Power to take lands.

11. Subject to the provisions of this Act the Company may enter upon, take, hold, and use all or any of the lands and hereditaments shown on the deposited plans and described in the deposited book of reference.

Correction of errors as to lands.

12. If any omission, mis-statement, or wrong description of any land, or of any owner, lessee, or occupier of any lands described in or intended or purporting to be described in the deposited plans and book of reference be discovered, the following provisions shall have effect; (that is to say,)

The Company may apply to two justices for the correction thereof, giving ten days notice in writing to the owners,

lessees, and occupiers of the lands affected by the proposed correction:

If it appears to such justices that the omission, mis-statement, or wrong description arose from mistake they shall certify the same, stating in the certificate the particulars of the omission, mis-statement, or wrong description:

The certificate shall be deposited with the clerk of the peace for the county of Lancaster, who shall safely keep the same in like manner and subject to the like regulations as the deposited plans and book of reference:

Thereupon the deposited plans and book of reference shall be deemed to be corrected according to the certificate, and the Company may enter on, take, and use the lands for the several purposes to which they are appropriated by this Act in accordance with the certificate, as if there had not been any omission, mis-statement, or wrong description:

A copy of or an extract from such certificate, purporting to be under the hand of the clerk of the peace aforesaid (which copy or extract he shall give when required under his hand to any person interested), shall be conclusive evidence of such correction.

Period for the compulsory purchase of lands.

13. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to purchase lands by agreement. Gas not to be manufactured except on lands scheduled.

14. The Company may for the purposes of their undertaking purchase, take, and hold (by agreement, but not otherwise), in addition to the lands described in the First Schedule to this Act, any lands and tenements, not exceeding in the whole seven acres, which the Company may from time to time require for the purposes of their works and undertaking; and they may, by agreement, acquire and hold any grant of any easement, right, or privilege in, over, or belonging to any lands for the purpose of laying down and maintaining any mains and pipes; the lands purchased by the Company under the authority of this section shall be used only for the purposes of their undertaking, and no lands shall be used by the Company for the purpose of manufacturing gas or residual products, except the lands described in the First Schedule to this Act.

Power as to construction and maintenance of gasworks, &c.

15. Subject to the provisions of this Act, the Company may from time to time maintain, alter, improve, enlarge, extend, and renew, or discontinue their existing gasworks upon the lands on which the same are erected, or any part thereof, and which are described in Part I. of the First Schedule to this Act, and also upon the other lands described in Part II. of such Schedule, and they may

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also erect, lay down, provide, and from time to time maintain, alter, improve, enlarge, extend, and renew, or discontinue additional and other gasworks, retorts, gasholders, receivers, engines, plant, machinery, mains, pipes, meters, lamps, lamp-posts, burners, stop-cocks, regulators, roads, drains, sewers, 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, and may make, store, and supply gas accordingly, and may manufacture, store, sell, provide, supply, and deal in coke, tar, pitch, asphaltum, ammoniacal liquor, and all other products or residuum of any materials employed in or resulting from the manufacture of gas, and also meters, fittings, tubes, pipes, and other articles and things in any way connected with gasworks or with the supply of gas, as they may from time to time think fit, and may also from time to time erect, fit up, maintain, and let houses, cottages, and dwellings for the officers and servants employed by the Company for the purposes of their undertaking: Provided always, that as to the lands described in Part II. of such Schedule the Company shall acquire, use, or erect, or lay down such gasworks or other works, apparatus, or conveniences only on so much thereof as shall not be required by the railway company for the construction of the said Glasson Dock Railway No. 1, and its works and conveniences, as prescribed by the said agreement between the railway company and the Company.

Power to supply gas fittings, &c. for heating and other purposes.

16. The Company as they from time to time think fit may manufacture, purchase, provide, supply, sell, let for hire, use, and otherwise deal in gas and other fittings, engines, stoves, ranges, pipes, and other apparatus and appliances for lighting, for motive power, for the warming and ventilating of houses and buildings, the cooking of food, and for all other purposes for which gas can or may be used. Any such letting for hire may be for such remuneration in money and on such terms with respect to the repair of the articles and fittings let, and for securing the safety and return to the Company of such articles and fittings, and otherwise, as may be agreed upon between the hirer and the Company.

Power to take licenses.

17. Subject to the provisions of this Act the Company may (but only for the purposes of the Company within their limits of gas supply and not so as to acquire an exclusive right therein) contract for, take, and use any leave, license, or authority to work, use, exercise, or put in practice any invention under any letters patent heretofore made or hereafter to be made granting any right or privilege of working, using, or vending any invention in relation to the manufacture or distribution of gas, or the conversion, manufacture, or utilization of the products obtained from the manufac-

ture of gas, or the materials used therein, or in relation to the manufacture of meters and other gas fittings and apparatus in which the Company are authorised in any way to deal, or in relation to the lighting and extinguishing of gas by electricity or other means.

Power to Company to raise additional capital.

18. The Company may from time to time raise (in addition to their present capital) any further capital, not exceeding in the whole sixty-six thousand four hundred pounds, by the creation and issue of new ordinary shares or stock, or new preference shares or stock, or wholly or partially by one or more of those modes respectively, but the Company shall not issue any share of less nominal value than ten pounds, nor shall any such share or stock vest in the person or corporation accepting the same unless and until the full nominal amount of such share or stock, together with any premium obtained upon the sale thereof, shall have been paid in respect thereof: Provided that it shall not be lawful for the Company to create and issue under the powers of this Act any greater nominal amount of additional capital than shall be sufficient to produce (including any premium which may be obtained at the sale thereof) the sum of sixty-six thousand four hundred pounds.

Restriction on amount of capital to be issued in any one year.

19. Subject to the proviso next herein-after contained the Company shall not create and issue within the year following the passing of this Act any greater nominal amount of capital than shall be sufficient to produce in manner aforesaid ten thousand pounds, or within any subsequent year five thousand pounds: Provided that if in any year or years the Company have not created and issued capital to the full amount herein-before prescribed in relation to such year or years, they may in any subsequent year create and issue, in addition to the amount prescribed for that year, such a nominal amount of capital as shall be sufficient, together with the amount then raised, to produce in manner aforesaid ten thousand pounds in respect of the year following the passing of this Act and five thousand pounds in respect of every subsequent year then expired.

Profits of the Company limited.

20. The Company shall not in any one year (except for the purpose of making up the deficiency of dividend in any former year or years) pay out of their profits any larger dividend on the additional share capital to be raised under the powers of this Act than at the rate of seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital or six pounds in respect of every one hundred

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pounds actually paid up of such capital as shall be issued as preference capital.

Dividends on different classes of stock or shares to be paid proportionately.

21. In case in any half year the net revenues of the Company applicable to dividend shall be insufficient to pay the full amount of the prescribed maximum rate of dividend on each class of ordinary stock or shares in the capital of the Company, a proportionate deduction shall be made in the dividend of each class.

New shares to be offered by auction or tender.

22. Notwithstanding anything in this Act contained the Company shall, when any shares or stock created under the powers of this Act are to be issued, and before offering the same to the holder of any other shares or stock in the Company, and whether the ordinary shares or ordinary stock of the Company are or is at a premium or not, offer the same for sale by public auction or by tender, in such manner, at such times, and subject to such conditions of sale as the Company shall from time to time determine: Provided that at any such sale no single lot shall comprise more than two hundred pounds nominal value of shares or stock, and that the reserved price put upon such shares or stock shall not be less than the nominal amount thereof, and notice of the amount of such reserved price shall be sent by the Company, in a sealed letter, to the Board of Trade not less than twenty-four hours before the day of auction or the last day for the reception of tenders, as the case may be, and such letter may be opened after such day of auction or last day for the reception of tenders, and not sooner.

Purchase money of capital sold by auction to be paid within three months.

23. It shall be one of the conditions of any sale of shares or stock under this Act that the whole nominal amount thereof, together with any premiums given by any purchaser at such sale, shall be paid to the Company within three months after such sale.

Notice to be given as to sale, &c. of shares.

24. The intention to sell any such shares or stock by auction or by tender shall be communicated in writing to the town clerk of the borough of Lancaster and to the secretary of the Committee of the London Stock Exchange at least twenty-eight days before the day of auction or the last day for the reception of tenders, as the case may be; and notice of such intention shall be duly advertised once in each of two consecutive weeks in one or more local newspapers circulating within the said borough.

When shareholder bids or tenders for a share the same amount as any other

25. When the amount bidden or tendered by the proprietor of any shares or stock of the Company (in this Act referred to as a "proprietor") for any shares or stock offered for sale by auction or by tender under the provisions of this Act is equal to the highest amount bidden or tendered for such last-mentioned shares or stock

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by any person not being a proprietor, then and in every such case such proprietor shall be declared to be the purchaser of and entitled to such shares or stock.

person shareholder to be declared purchaser.

26. When any shares or stock created under the powers of this Act have been offered for sale by auction or tender and not sold, the same shall be offered, at the reserved price put upon the same respectively for the purpose of sale by auction or tender, to the holders of ordinary shares or ordinary stock of the Company in manner provided by the Companies Clauses Act, 1863: Provided always, that any shares or stock so offered and not accepted within the time prescribed by the said Act shall again be offered for sale by public auction or by tender in the manner and subject to the provisions of this Act with respect to the sale of shares and stock created under the powers of this Act, except that the reserved price put upon such shares or stock may, if the directors think fit, be less than the nominal amount thereof.

Shares not sold by auction or by tender to be offered to shareholders.

27. Any sum of money which shall arise from the issue of any such shares or stock by way of premium, after deducting therefrom the expenses of and incident to such issue, shall not be considered as profits of the Company, but shall be expended in extending or improving the works of the Company or in paying off money borrowed or owing on mortgage by the Company, and shall not be considered as part of the capital of the Company entitled to dividend.

Application of premium arising on issue of shares or stock.

28. In addition to the moneys which the Company are authorised to borrow under the recited Act, they may from time to time, subject to the provisions of this Act, borrow on mortgage any sum or sums not exceeding in the whole one-fourth part of the amount of the additional capital by this Act authorised to be raised and at the time actually issued by shares or stock, but no part thereof shall be borrowed until the whole of the shares or stock at the time issued, 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 of 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.

Power to borrow in respect of additional capital.

29. The Company shall not have power to raise the money by this Act authorised to be borrowed on mortgage, or any part thereof, by the creation of shares or stock instead of borrowing, or

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to convert into capital the amount borrowed under the provisions of this Act, or any part thereof, unless in either case all dividends upon the shares or stock so created, whether ordinary or preferential, are limited to a rate not exceeding five pounds per centum per annum.

Priority of existing mortgages.

30. All mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall, during the continuance of such mortgages and bonds, have priority over any mortgages granted by virtue of this Act, but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created by the Company.

Priority of mortgages over other debts.

31. All moneys to be borrowed under the powers of this Act and the interest thereon 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 after the passing of this Act; but 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 Consolidation Act, 1845, or the Lands Clauses Consolidation Acts Amendment Act, 1860, or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest or dividend on their mortgages or debenture stock, nor shall anything herein-before contained affect any claim in respect of land taken, used, or occupied by them for the purposes of this Act or injuriously affected by the exercise of any of the powers of this Act.

Appointment of receiver.

32. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less in the whole than one thousand pounds.

Power to create debenture stock.

33. Subject to the provisions of Part III. of the Companies Clauses Act, 1863, the Company may create and issue debenture stock, but the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

34. All moneys raised under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied for the purposes of the recited Act and this Act only.

Scale of voting.

35. The scale on which the shareholders and stockholders of the Company shall be entitled to vote at meetings of the Company shall be one vote for every fifty pounds of shares or stock.

Number of shareholders to call extraordinary meetings.

36. The number of shareholders who may require an extraordinary meeting to be convened shall not be less than ten, holding in the aggregate not less than five thousand pounds in the capital of the Company.

Qualification of directors.

37. The qualification of a director shall be the possession in his own right of not less than thirty shares or stock of the amount of three hundred pounds.

Pressure of gas.

38. 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, from time to time test the pressure at which the gas is supplied, and may for that purpose open any street, road, passage, or place, not being the immediate approach to any railway bridge or railway station, 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 Company of the time and place at which such testing shall be conducted to enable them to be represented.

Quality of gas.

39. The prescribed number of candles shall be fourteen.

Testing-place and testing.

40. The existing testing-place of the Company at their present works shall be deemed to be the prescribed testing-place for the purpose of section twenty-eight of the Gasworks Clauses Act, 1871, and every testing shall be conducted in the presence of the manager of the Company.

Burner.

41. The prescribed burner shall be Sugg's London Argand Burner, Number One, with a six-inch by one-and-three-quarter-inch glass chimney, but if at any time and so long as the gas flame rises above or tails over the top of that glass a six-inch by two-inch chimney

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shall be used, or any other burner and chimney approved for this purpose by the Board of Trade.

Security for payment of gas rents.

42. Any person having or requesting to have a supply of gas from the Company shall, if and when so required by the Company, and before he is entitled to have any service-pipes or meter provided and fixed or to have a supply or further supply of gas, give the Company such security for the payment of one year's rent or charge for gas or meter to be supplied to him as he and the Company may agree upon, or as, in default of agreement, shall be determined in the manner provided by the Gasworks Clauses Act, 1871, and the Company shall be liable to a penalty not exceeding five pounds if they shall discontinue the supply of gas to any person then having a supply unless such person shall have failed for seven days after the same shall have been demanded by the Company to give them such security.

Company to pay interest on money deposited as security.

43. If any person is required by the Company to give to them security as herein-before mentioned, the Company shall, in the event of the security being a sum of money deposited with the Company, pay interest after the rate of five pounds per centum per annum on every sum of ten shillings deposited by way of such security during such time as the said money shall be so deposited, and such interest shall be payable yearly, subject however to the right of the Company to set off against the same any money due to the Company from such person.

Repealing parts of 19 & 20 Vict. c. vi.

44. The enactments of the recited Act specified in Part III. of the First Schedule to this Act (subject to the exceptions and qualifications in that part mentioned), and all other enactments of the recited Act inconsistent with this Act, are hereby repealed, but such repeal shall not operate retrospectively nor invalidate anything already made, done, or executed under the authority or in pursuance of the repealed enactments.

Confirming agreement between the Company and the Corporation.

45. The agreement dated the ninth day of May one thousand eight hundred and seventy-nine, and made between the Company and the Corporation, which is set forth in the Second Schedule to this Act, is hereby confirmed and made binding upon the parties thereto, and full effect may and shall be given thereto.

Expenses of Act.

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

SCHEDULES referred to in the foregoing Act. A.D. 1879.

THE FIRST SCHEDULE.

Part I.—Lands now belonging to the Company.

Certain lands, with the gasworks, retort-house, gas-holders, and other erections thereon, at Saint George's Quay, in Lancaster, in the township and parish of Lancaster, in the county of Lancaster, containing two acres one rood and twenty perches or thereabouts, bounded on the north by that quay and by the public road leading from that quay westward, on the south by the part of the Vicarage fields leased to and in the occupation of the Company and by other parts of these fields in the occupation of Lawrence Whittaker, on the east by the road leading southwards from Saint George's Quay, and on the west by Lune Road (formerly Long Marsh Lane).

Part II.—Lands to be acquired by the Company.

Certain lands, houses, and buildings, bounded on the west by Lune Road, on the south by Long Marsh Lane, on the east partly by the land of the Lancaster and Carlisle section of the London and North-western Railway, now used as a rope walk, and partly by the Vicarage fields, in the occupation of Messieurs James Williamson and Sons, and on the north partly by the same fields, partly by a road leading southwards from Saint George's Quay, and partly by the lands and works belonging to the Company described in Part I. of this Schedule, all which lands now being described contain seven acres three roods and eleven perches or thereabouts, and are situate in the township and parish of Lancaster.

Part III.—Enactments of recited Act repealed.

Number of Section.	Marginal Note.
Six - -	Land to be held by the Company.
Twenty-one -	Additional shares to be offered in the first place to existing shareholders.
Twenty-two -	How offer to be made, and shares to vest in persons accepting offer and paying calls.
Twenty-three -	As to disposal of shares not taken by proprietors.
Twenty-four -	Power to enlarge time for accepting new shares.
Thirty - -	Scale of voting.
Thirty-one -	Number of shareholders to call extraordinary meetings.
Thirty-two -	Number and qualification of directors: In part; (namely,) So much as relates to the qualification of directors.
Fifty - -	Quality of Company's gas.
Fifty-one -	Company to erect a meter to test purity of gas.
Fifty-two -	Power to local board to test the purity of gas; penalty in case of default.
Fifty-three -	Costs of experiments to be paid according to the event.
Fifty-four -	Inspectors of meters may be appointed by local board.

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THE SECOND SCHEDULE.

ARTICLES OF AGREEMENT, made the ninth day of May 1879, between the Lancaster Gas Company (herein-after referred to as "the Company") and the Mayor, Aldermen, and Burgesses of the borough of Lancaster as the Corporation (herein-after referred to as "the Corporation").

WHEREAS the Company are incorporated under the Lancaster Gas Company's Act, 1856, for the purpose of manufacturing and supplying gas in Lancaster and its neighbourhood, and the capital of the Company is £30,000 stock, and the mortgage debt of the Company is £7,000, and by the said Act the Company are empowered to sell and the Corporation to purchase the undertaking of the Company:

And whereas the Company are now promoting a Bill in Parliament for increase of capital and further powers, and the Corporation are opposing the said Bill:

It is hereby agreed between the Company and the Corporation as follows:

1. The Corporation will withdraw their opposition to the said Bill.
2. The Company will sell, and the Corporation will purchase, all the undertaking, rights, property, interests, and privileges of the Company, including all rights and powers to be given by the said Bill, but subject to the provisions of section 59 of the said Act, which provides that it shall not be lawful for the Corporation to purchase the works of the Company at Morecambe, Poulton-le-Sands, Bare, and Torrisholme, or any part of such works.
3. The purchase money to be paid by the Corporation shall be £80,000 in cash for the undertaking of the Company (including their lands, works, machinery, retorts, mains, pipes, and meters in use, and all other the property and rights of the Company, except such parts thereof as are to be taken at a valuation or are otherwise reserved or excepted as herein-after mentioned).
4. From and after the 30th June 1879, and until the final transfer herein-after mentioned, the Company shall carry on their undertaking for and

on account of and for the profit and at the risk of the Corporation, subject to the provisions of this agreement.

5. After the date of this agreement the Company shall not (without the consent of the Corporation) borrow any money, or incur any new expenditure on capital account (except the provision and payment of the purchase money or compensation in respect of any lands or easements which they may by the said Bill be authorised to acquire compulsorily), or any other than ordinary trading liabilities, and shall (except so far as the Corporation otherwise agree) carry on the undertaking as at the time of making this agreement.

6. The final transfer shall be made on the 1st July 1880. It shall be made by a deed of conveyance. The Company shall not be required to make out any title to their undertaking or any part of their property. Immediately upon the final transfer being made the Company shall give up to the Corporation possession of all the undertaking and works of the Company in good order and condition, and of all their property and effects, except such as they are by this agreement to retain for their own use.

7. Except the moneys excepted and reserved to the Company under this agreement and all money to be paid to the Company under this agreement, all the undertaking, rights, property, and effects of the Company, as the same may be on and after the 1st July 1879, shall be held by the Company in trust for the Corporation until the final transfer, and shall be transferred to the Corporation at the final transfer, subject to the provisions of this agreement.

8. In addition to the purchase money before mentioned, the Corporation shall pay to the Company the value, to be ascertained by valuation, of their coals, coke, materials, stores, stock-in-trade, and manufactured gas, as the same respectively exist on the 1st July 1879, and the amount thereof shall be applicable and applied by the Company in the same manner as the other funds and moneys by this agreement excepted and reserved to them.

9. The Corporation shall undertake the said mortgage debt of £7,000, and other contracts and obligations of the Company as the same exist on the 1st July 1879, but any debts (other than the said mortgage debt), and any charges or incumbrances, and the then current trade debts or obligations, and rates and taxes, which in the ordinary course would be payable by the Company out of their revenue to accrue due before the 1st July 1879, and any interest of the Company's mortgage debt payable before that day or arrears of dividends payable before that day shall, as between the Company and the Corporation, be paid by the Company. The Corporation shall indemnify the Company and their directors and stockholders, and their respective heirs, executors, administrators, and assigns, and their estates and effects, against all covenants, agreements, duties, liabilities, debts, charges, and obligations undertaken by the Corporation by this agreement.

10. During the period from the 1st July 1879 until the final transfer all the funds and moneys which are by this agreement excepted

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reserved to the Company shall, subject to the payment of all dividends or other payments chargeable thereon and payable before the final transfer, be applicable and be used, so far as necessary, by the Company for working capital, but shall be made good by the Corporation at the final transfer. Any other capital or moneys which may be required shall be provided by the Corporation.

11. As from the 30th June 1879 the Corporation will pay to the Company interest at the rate of four per cent. per annum on the 1st January and 1st July on the following; (that is to say,)

(1.) On the £80,000 purchase money until payment thereof:

(2.) On the amount to be ascertained as the value of the coals, coke, materials, stores, stock-in-trade, and gas, to be valued as before mentioned until payment thereof:

(3.) On the other funds and moneys by this agreement excepted and reserved to the Company until the final transfer, save on such moneys as may be expended by the Company for their own purposes, and save on any interest payable to the Company under this clause:

All profits earned from the 30th June 1879 till the final transfer (after payment of the interest on the mortgage debt of the Company) shall be treated as payments on account of the interest payable to the Company under this clause to the extent necessary to provide for such interest, and the Company shall at the final transfer account to the Corporation for any surplus.

If the £80,000 is not paid on the 1st July 1880 the rate of interest on so much as is unpaid shall as from that day be increased to six per cent. until payment of the whole of the said £80,000.

All interest payable to the Company by the Corporation under this agreement shall be excepted and reserved out of the transfer, and may be applied by the Company in payment of dividends and otherwise as the other funds and moneys by this agreement excepted and reserved to the Company.

12. The Corporation shall not until the final transfer have any right to interfere with the Company in the management of their undertaking, or any right to any account or inquiry; but the Corporation during the continuance of this agreement may appoint two members of the council of the borough to form a committee who may attend all meetings of the directors of the Company held prior to the final transfer, and may take part in all discussions which take place at such meetings, but shall not be entitled to vote thereat, and such committee may at all reasonable times have access to the works.

13. The Company shall divide the £80,000 among their stockholders rateably.

13A. The Company will not raise any further capital under the powers of the said Bill now in Parliament.

14. The Company shall at the final transfer be entitled to retain for their own use, in addition to all moneys herein-before reserved to them, so much as remains at the final transfer, after making any payments

authorised by this article, of any moneys standing on the 30th June 1879 to the credit (1) of the Company's reserve fund; or (2) of their suspense fund; or (3) of their cottage renewal fund; or (4) of their dividend account fund; and also all cash then at their bankers, and all debts then due to them on revenue account, and all gas or meter rents or other sums then due and payable on revenue account; and the Company may at any time after the making of this agreement apply such moneys and any other moneys reserved to them by this agreement in payment of any dividends to become due after the making of this agreement, and in discharge of their ordinary trading debts and liabilities incurred before the 1st July 1879, and in defraying the costs of and incidental to the preparing for, promoting, and obtaining the said Bill now in Parliament, and in paying any interest payable or to become payable on their mortgage debt before the 1st July 1879, and they may apply any balance remaining after the final transfer in compensation to their directors, manager, secretary, treasurer, officers, clerks, and servants and in winding-up the Company, and otherwise as the directors of the Company think fit.

The Company shall not, after the date of this agreement, increase any of the above-mentioned funds otherwise than in the usual and ordinary manner.

15. The corporation shall be entitled after the final transfer to all books, registers, accounts, deeds, and documents of the Company; but the Corporation shall at all times after the final transfer furnish to the Company from time to time such copies of or extracts from any of the said books, registers, accounts, deeds, or documents as the Company may reasonably require for the purposes of the winding-up of their undertaking.

16. Any dispute or difference as to the nature, quantity, or value of any matters to be valued under this agreement, or as to the apportionment of any debts, assets, liabilities, or credits, or as to the amount or nature of any moneys or fund to be transferred or reserved, or as to the amount of any expenses to be paid by either party, or as to any other matter or thing to be done, suffered, or foreborne by either party under this agreement, shall be finally determined by arbitration from time to time by such person or persons as may from time to time be agreed on between the parties, or as in case of difference may from time to time, on the application of either party, be nominated for the purpose by the Board of Trade.

For the purposes of any such arbitration the provisions of the Common Law Procedure Acts shall apply, and either party may make this agreement and submission a rule of Court.

17. Each party shall pay their own expenses of this agreement, and of and incident to any valuation, apportionment, or arbitration under this agreement, and any other expenses in reference to those matters shall be borne by the parties equally, unless any arbitrator direct otherwise, and the Corporation shall pay all expenses of and incident to the preparing or stamping any conveyance or other document necessary for carrying this agreement or any part thereof into effect.

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18. This agreement is subject to such alterations (if any) as Parliament may think fit to make therein by any confirming Bill; but if any material alteration is so made either party shall be at liberty to withdraw from this agreement before the passing of the confirming Bill.

IN WITNESS whereof the parties to these presents have hereunto caused their common seals to be affixed the day and year first above written.

The Common Seal of the above-named Company was affixed hereto in the presence of
GEO. WM. MAXSTED,
Solicitor,
Lancaster.

WILLIAM ROPER,
Chairman.
W. FLEMING,
Secretary.

The Seal of the Company.

The Common Seal of the above-named Corporation was affixed hereto in the presence of
THOM. SWAINSON,
Town Clerk.

WILLIAM HALL,
Mayor.

The Seal of the Corporation.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1879.