ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cxlviii.

An Act to re-incorporate the *Newcastle-upon-Tyne and Gateshead Union* Gaslight Company, and to make better Provision for lighting with Gas the Boroughs of *Newcastle-upon-Tyne* and *Gateshead*, and several neighbouring Parishes and Townships in the Counties of *Northumberland* and *Durham*; and for other Purposes. [30th *June* 1864.]

WHEREAS in or about the Year One thousand eight hundred and thirty-eight a Company or Copartnership (herein-after called the "Old Company") was formed under the Name of the "*Newcastle-upon-Tyne and Gateshead Union* Gaslight Company," by the Union of Two pre-existing Companies or Copartnerships, whereof one had been established for lighting with Gas the Borough of *Newcastle-upon-Tyne* and the Neighbourhood thereof, and the other for lighting with Gas the Borough of *Gateshead* in the County of *Durham:* And whereas the old Company were registered as an existing Company under the Act Seven and Eight *Victoria*, Chapter One hundred and ten, relating to Joint Stock Companies, and were incorporated under the Acts Nineteen and Twenty *Victoria*, Chapter Forty-seven, and Twenty and Twenty-one

The Newcastle-upon-Tyne and Gateshead Gas Act, 1864.

Victoria, Chapter Fourteen, or One of them: And whereas the present paid-up Capital of the Company consists of One hundred and sixty thousand Pounds of Stock, and the present Borrowing Powers of the Company are limited to Fifty thousand Pounds: And whereas since their Formation in One thousand eight hundred and thirty-eight the old Company have continued to supply both the said Boroughs and also the adjoining District with Gas, and have expended large Sums of Money in improving and extending their Works as Occasion required, and have defrayed such Expenditure out of their Capital Stock and Money raised by Mortgage, and to the Extent of more than Forty thousand Pounds additional out of the Profits of the Undertaking divisible amongst the Shareholders: And whereas there are several Parishes and Townships in the Neighbourhood of *Newcastle-upon-Tyne* and *Gateshead* respectively, in addition to those at present supplied with Gas by the Company, which could be conveniently supplied with Gas by the Company, and the said Company are willing if authorized by Parliament to supply such Parishes and Townships: And whereas it is expedient that the Company should be authorized to purchase certain Lands in the Parish of *Gateshead* for the Construction thereon of new Gasworks, and to provide Accesses thereto by means of a Railway, Tramway, or Siding from the *North-eastern* Railway, and by means of an Approach Road from the public Road leading from *Gateshead* to *Dunston* and from the River *Tyne*, and should also be authorized to construct a Tunnel under the said River to connect their Mains and Pipes on either Side thereof, and should also be authorized to carry their Mains or Pipes across the River *Tyne* over the *High Level Bridge* and *Scotswood Road Bridge* respectively, and also over, under, or along the *North-eastern* Railway: And whereas it is expedient that the Company should be re-incorporated, and that their Capital should be defined, and that the said Sum of Forty thousand Pounds should be capitalized, and that the Undertaking should be subjected to the Provisions of "The Gasworks Clauses Act, 1847:" And whereas the Objects aforesaid 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 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,)

8 & 9 Vict. cc. 16. 18. & 20., 10 & 11 Vict. c. 15., and 26 & 27 Vict. cc. 92. & 118. incorporated.

1. "The Companies Clauses Consolidation Act, 1845," Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to Cancellation and Surrender of Shares, to Additional Capital, and to Debenture Stock, "The Lands Clauses Consolidation Act, 1845," "The Gasworks Clauses Act, 1847," the Seventeenth Section of "The Railways Clauses Consolidation Act, 1845," relating to

to the Construction of Works below High-water Mark, and the several Sections in Part I. of "The Railways Clauses Act, 1863," headed respectively "Junctions" and "Protection of Navigation," shall be incorporated with and form Part of this Act.

Interpretation of Terms.

2. In construing the incorporated Acts respectively for the Purposes of this Act and in construing this Act the Words and Expressions herein mentioned or referred to shall have the Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the old Company" shall mean the Company or Copartnership as constituted and existing immediately before the passing of this Act:

The Expression "the Company," or the Promoters of the Undertaking, or the Undertakers shall respectively mean the Company incorporated by this Act:

The Expression "the Special Act" shall mean this Act:

The Expression "the Works," or "the Gasworks," or "the Undertaking" shall respectively mean and include the Gasworks and Works connected therewith by this Act vested in or authorized to be made or maintained by the Company, and the Estate, Right, Title, Property, Privileges, and Effects of the Company:

The Words "Work" and "Railway" in the Sections of "The Railways Clauses Consolidation Act, 1845," and "The Railways Clauses Act, 1863," incorporated with this Act, shall respectively include the Tunnel and Works connected therewith by this Act authorized:

The Expression "Superior Court" or "Court of competent Jurisdiction," or other like Expression, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute:

The Expression "Proprietor," "Proprietor of Stock," or "Holder of Stock" shall have the same Meaning, and shall respectively indicate the Holder or Proprietor of Stock in the Capital of the Company:

The Expression "the lighted District of the Borough of *Gateshead*" shall mean that Portion of the District from Time to Time within the Jurisdiction of the Local Board of Health for the Borough of *Gateshead* which is from Time to Time declared by them by Writing under their Common Seal to be the lighted District of the Borough of *Gateshead*, and which from Time to Time is within that Portion of the Borough of *Gateshead* which on a Plan of the Borough deposited for the Purposes of this Act

with

with the Clerk of the Peace for *Newcastle-upon-Tyne* is defined by being coloured round with Red:

Other Expressions and Words to which in the incorporated Acts Meanings are assigned shall respectively have the same Meanings in this Act.

Limits of Act for Supply of Gas.

3. The Limits of this Act for the Supply of Gas shall comprise and include the Municipal Borough of *Newcastle-upon-Tyne* in the County of *Newcastle-upon-Tyne*, and the Municipal Borough of *Gateshead* in the County of *Durham*, the Townships of *Coxlodge*, *Gosforth*, *Benwell*, and *Fenham*, and the Parish of *Newburn*, in the County of *Northumberland*, and the Townships of *Heworth*, *Dunstan*, *Swalwell*, *Winlaton*, *Blaydon*, *Stella*, and *Whickham*, and the Parishes of *Jarrow*, *Ryton*, *Winlaton*, and *Whickham*, in the County of *Durham*.

Incorporation of Company.

4. The old Company are hereby dissolved, and the present Proprietors of Stock therein, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking by this Act authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united and incorporated into a Company for the Purpose of making and supplying Gas within the Limits of this Act, and for doing all Acts necessary for that Purpose and for other the Purposes by this Act and the said incorporated Acts authorized, by and under the Name of "The *Newcastle-upon-Tyne and Gateshead* Gas Company," and by that Name shall be a Body Corporate with perpetual Succession, and shall have a Common Seal, and shall and may sue and be sued, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained.

Present Property vested in Company incorporated by this Act.

5. All Lands, Works, Erections, Buildings, Rights, and Easements which immediately before the passing of this Act were vested in the old Company or in any Person on their Behalf, or to which the old Company were entitled either at Law or in Equity, and all Mains and Pipes, Plugs, Lamps, Irons, Gasometers, Retorts, Meters, Apparatus, Matters, and Things which have been by them purchased or provided, laid down, erected, and placed in any Street, Place, or House within the Limits of this Act, and which immediately before the passing of this Act were the Property of or belonging to the old Company, and all Monies, Securities, Credits, Effects, and other Property whatsoever belonging to the old Company, or to any Trustees on their Behalf for the Purposes of the old Company, shall be and the same are hereby vested in the Company to the same

Extent

Extent and for the same Estate and Interest as the same were previously to the passing of this Act vested in the old Company or any Trustees on their Behalf, and may be held, used, and enjoyed, maintained, altered, discontinued, or removed by the Company as they think fit, subject nevertheless to the same Rents and Incumbrances (if any) to which at the passing of this Act the same Premises were respectively subject.

Deeds of Settlement to be void without Prejudice to Remedies for antecedent Breaches thereof.

6. Subject to the Provisions of this Act, all Deeds of Settlement relating to the old Company and all Alterations of the same shall, as to any future or prospective Operations thereof, from and after the passing of this Act, be wholly void and of none Effect, and the several Persons who shall have executed the same Deeds, or any of them, or any Deed accessory thereto, and their Heirs, Executors, and Administrators, shall, immediately from and after the passing of this Act, stand and be by virtue thereof released and discharged from any future Obligation to observe, perform, abide by, fulfil, or conform to the said Deeds, or the Covenants or Agreements therein contained, or any Alterations of the same, or any or either of them respectively.

Saving of previous Rights and Liabilities.

7. Notwithstanding the Incorporation of the Company and the Avoidance by this Act of the said Deed of Settlement and of any Alterations thereof, and except as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered by or with reference to the old Company or the Shareholders therein in that Capacity shall be as valid as if the Company had not been incorporated and the said Deeds and Alterations had not been avoided by this Act, and such Incorporation and Avoidance and this Act respectively shall accordingly be subject and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Company were not incorporated, and the said Deeds and Alterations were not avoided by this Act, and this Act were not passed, would be incident to or consequent on any and everything so done or suffered, and with respect to all such Rights, Liabilities, Claims, and Demands the Company shall, to all Intents and Purposes, represent the old Company and the Shareholders therein in their Capacity of Shareholders: Provided always, that the Generality of the preceding Provision shall not be restricted by any of the other Clauses or Provisions of this Act.

Contracts prior to this Act to be binding.

8. All Deeds, Contracts, Bonds, and Agreements entered into or made before the passing of this Act by or with the old Company, or any Copartnership merged in the old Company, or any Trustees or Persons acting on behalf of the old Company or of any such

Copartnership, and now in force, shall be as binding and of as full Force and Effect in all respects against or in favour of the Company, and may be enforced as fully and effectually as if instead of the old Company or Copartnership, or the Trustees or Persons acting in behalf of the old Company or Copartnership, the Company had been a Party thereto, and all Bodies Politic or Corporate, and all Persons whomsoever who immediately before the passing of this Act owed to the old Company any Rents or Remuneration for Gas or for Meters, any Calls upon Shares, or any other Sums of Money, shall be liable for the Payment thereof to the Company, and in case of Nonpayment thereof, or of any Part thereof, the Company may proceed for the Recovery thereof and recover the same in such and the same Manner, and shall and may exercise the same Remedies in respect thereof, as if the same were due to the Company under the Provisions of this Act.

Actions, &c. not to abate.

9. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which was pending by or against the old Company or any Member thereof in relation to the Affairs of the old Company, or to which the old Company or any Member thereof in relation to such Affairs were Parties immediately before the passing of this Act, but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by, in favour of, or against the Company, as the Case may be, in the same Manner, and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by, in favour of, or against the old Company or any Members thereof if this Act had not been passed, the Company being in reference to the Matters aforesaid in all respects substituted for the old Company or the Members thereof.

As to Recovery of Debts of original Company.

10. All Debts owing by the old Company immediately before the passing of this Act may be enforced against the Company in the same Manner as if such Debts had been incurred by the Company after the passing of this Act.

Judgments in respect of existing Liabilities may be enforced against individual Proprietors.

11. If any Judgment, Decree, or Order shall at any Time after the passing of this Act be obtained against the Company in respect of any Debt or Liability owing or incurred, or in respect of any Contract made or Tort committed by the old Company before the passing of this Act, and such Judgment, Decree, or Order shall not, after due Diligence for that Purpose shall have been used, be fully satisfied out of the Property and Effects of the Company, then and in every such Case such Judgment, Decree, or Order may be enforced and Execution thereof issued against the Person, Property, and Effects of any Person who shall have been a Member of the old Company immediately

immediately before the passing of this Act, or at the Time at which the Contract shall have been made or Tort committed in respect of which such Debt or Liability shall have accrued or have been incurred in the same Manner in all respects as if this Act had not been passed.

Proprietors against whom Execution issued in respect of existing Liabilities to be reimbursed.

12. Every Person against whom or against whose Property or Effects Execution upon any such Judgment, Decree, or Order as aforesaid shall have been issued shall be entitled to recover against the Company all Loss, Damages, Costs, and Charges which such Person may have incurred by reason of such Execution; such Person shall be entitled to Contribution for so much Loss, Damages, Costs, and Charges as shall remain unsatisfied from the several other Persons against whom Execution upon such Judgment, Decree, or Order obtained against the Company might also have been issued under the preceding Section, and such Contribution may be recovered from such Persons as aforesaid in the same Manner as Contributions in ordinary Cases of Copartnership.

Trustees of the Company to be indemnified.

13. Every Trustee or other Person in whom and in whose Name any Lands, Works, Erections, Buildings, or Property belonging to the old Company were vested immediately before the passing of this Act, and who shall have entered into any Bond, Covenant, Contract, or Engagement in respect of or with reference to such Lands, Works, Erections, Buildings, or Property, or who shall have entered into any other Contract on behalf of the old Company, shall be indemnified and saved harmless out of the Funds or Property of the Company from all Liability, and against all Loss, Costs, Charges, and Expenses which he may sustain, incur, or be put unto by reason or in consequence of his having entered into any such Bond, Covenant, Contract, or Engagement.

Capital.

14. The Capital of the Company for the Purposes of this Act shall be Two hundred thousand Pounds, and shall consist of Stock, whereof One hundred and sixty thousand Pounds is herein-after called Class A. Stock, and Forty thousand Pounds is herein-after called Class B. Stock.

As to Transfer of Stock.

15. The Class A. Stock and Class B. Stock shall only be transferable in Sums of Ten Pounds, or a Multiple of Ten Pounds, except where the Subject of the Transfer is the whole of the Transferor's Stock of the same Class, and the same does not amount to Ten Pounds, or consists of a Sum which is not a Multiple of Ten Pounds.

Distribution of Capital.

16. Every Person and Corporation who immediately before the passing of this Act was entitled to any Amount of the One hundred and

and sixty thousand Pounds paid-up Stock in the Capital of the old Company shall, in substitution for such Stock, be entitled to the same Amount of Class A. Stock and to such an Amount of Class B. Stock as shall be equal to One Fourth Part of the Class A. Stock to which he shall be entitled, and such A. Stock and B. Stock is hereby vested in such Persons and Corporations accordingly, but subject and liable to the same Trusts, Dispositions, Powers, Covenants, Charges, Liens, and Liabilities as the Stock for which such A. Stock and B. Stock is substituted was subject or liable to immediately before the passing of this Act, and so as to give effect to and not revoke any Will or Testamentary Disposition of or affecting such Stock; but the Amount of Profits which the Company may divide in respect of the Class B. Stock shall not exceed the Rate of Three Pounds Ten Shillings *per Centum per Annum* upon the Amount thereof.

Power to borrow on Mortgage.

17. The Company may borrow on Mortgage any Sums not exceeding in the whole Fifty thousand Pounds.

Debenture Stock.

18. The Company may create and issue Debenture Stock.

Number and Qualification of Directors.

19. The Number of Directors shall not be less than Nine nor more than Twelve, as the Company from Time to Time determine, and the Qualification of a Director shall be the Possession in his own Right of Stock representing at least Four hundred Pounds of Capital of the Company, and no Director shall continue in Office after he shall cease to be the Holder of Stock of that Amount of Capital of the Company.

First Directors.

20. The Persons who at the Time of the passing of this Act are the Directors of the old Company shall be the First Directors of the Company.

First Directors how long to remain in Office.

21. The First Directors of the Company shall continue in Office until the General Meeting to be held in the Month of *September* One thousand eight hundred and sixty-five, when they shall retire from Office and their Places be supplied by the Election of such Number of Directors, not less than Nine nor more than Twelve, as may be determined on at such Meeting; and the Directors who may be appointed at such Meeting shall remain in Office until the next General Meeting of the Company to be held in the Month of *September* in the following Year, when they shall retire from Office and others be elected in their Stead, and afterwards the Directors shall retire annually at the General Meeting held in the Month of *September* in every Year: Provided always, that every Director retiring from Office as aforesaid may be re-elected immediately or at any future Period.

22. The

Quorum of Directors.

22. The Quorum of a Meeting of Directors shall be Five.

Officers to continue.

23. Every Secretary, Clerk, Treasurer, and Officer appointed by the old Company, and in Office at the Time of the passing of this Act, shall hold and enjoy his Office and Employment, with the Salary or other Remuneration thereunto annexed, and be deemed an Officer of the Company until he be removed from such Office, and shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Rules, Regulations, Pains, and Penalties, in all respects whatsoever as if he were appointed under this Act.

First and other Meetings.

24. The First General Meeting of the Proprietors of the Company shall be held within Four Months after the passing of this Act, and the future General Meetings shall be held in the Month of *September* in each Year, or at such other stated Period as shall be appointed for such Purpose by an Order of any General Meeting; and all Meetings, whether ordinary or extraordinary, shall be held within the Borough of *Newcastle-upon-Tyne* or the Borough of *Gateshead*; and the Quorum for every Meeting of the Company shall be Twenty Proprietors holding in the aggregate Four thousand Pounds of the Capital Stock of the Company.

Manner of voting at Meetings.

25. At all Meetings of the Company every Proprietor shall be entitled to vote as follows:

For Thirty Pounds of Stock of the Company (no Proprietor being entitled to vote for less than Thirty Pounds), One Vote;
For One hundred and fifty Pounds of such Stock, Two Votes;
For Three hundred Pounds of such Stock, Three Votes;
For Five hundred Pounds of such Stock, Four Votes;
For Seven hundred Pounds of such Stock, Five Votes;
For One thousand Pounds of such Stock, Six Votes;

And no Shareholder shall have more than Six Votes.

Shareholders may convene Extraordinary Meetings.

26. The Number of Proprietors on whose Requisition an Extraordinary Meeting may be required to be convened shall be Ten, and such Proprietors shall hold in the aggregate not less than Four thousand Pounds Stock of the Company.

Power to make Tunnel, Railway, and Road.

27. Subject to the Provisions of this Act, the Company may make and maintain the following Tunnel, Railway, Tramway, or Siding and Approach Road, with all proper Works and Conveniences connected therewith respectively; (that is to say,)

First, a Tunnel under the River *Tyne* from the public Quay of the Borough of *Newcastle-upon-Tyne* to the public Quay of *Gateshead*, and may use the same for connecting their Mains

and Pipes on either Side of the River *Tyne*: Provided that in making the said Tunnel the Company shall not make any Work on the public Quays aforesaid which will unnecessarily and unreasonably interfere with the Traffic thereon:

Secondly, a Railway, Tramway, or Siding in the Parish of *Gateshead* from the *North-eastern* Railway (Branch to the *Tyne* Alkali Works) to near the *Salt Meadows Ferry* Landing, on Land proposed to be purchased by the Company for new Gasworks, and may use the same as an Approach to and for the Purposes of such Gasworks:

Thirdly, an Approach Road from the public Road leading from *Gateshead* to *Dunston* to the River *Tyne*, and may use the same as an Approach to and for the Purposes of certain other Gasworks proposed to be constructed on Lands which will be intersected by such Road.

Works to be made, &c. according to deposited Plans.

28. And whereas Plans and Sections of the proposed Tunnel, Railway, Tramway, or Siding and Approach Road, showing the Lines and Levels thereof respectively, and the Lands which may be required for the Purposes thereof, also Plans of the Lands which the Company may require for the Purposes of the said intended Gasworks, together with a Book of Reference to such Plans, have been deposited with the Clerks of the Peace of the Counties of *Newcastle-upon-Tyne* and *Durham* respectively: Therefore, subject to the Provisions and Powers of Deviations in this and the incorporated Acts contained, the said Tunnel, Railway, Tramway, or Siding and Approach Road may be made in the Line and upon the Lands within the Limits of Deviation defined on the said Plans, and according to the Levels defined in the said Sections, and the Company may enter upon, take, and use such of the said Lands as they may require for those Purposes respectively, or for the Purposes of their Undertaking.

Power to purchase Blaydon Works, and Site and Lands in the Neighbourhood thereof.

29. Whereas *Joseph Cowen* is or claims to be Owner of certain Gasworks in the Township and Parish of *Winlaton*, known as the *Blaydon* Gasworks, which could be made available for the Purposes of the Company, and it is expedient that Provision should be made for vesting the same in the Company, together with the Lands whereon the same are constructed, and certain other Lands in the Neighbourhood thereof, and a Plan of all such Lands, together with a Book of Reference thereto, have been deposited with the Clerk of the Peace of the County of *Durham*: Therefore the Company may purchase, and the said *Joseph Cowen* and all Persons interested in the said Gasworks and Lands may sell and convey to the Company, the said Gasworks and Lands, together with the Fee Simple and Inheritance thereof, and all their Rights and Interests therein; and, subject to the Provisions in this Act and "The Lands Clauses Consolidation

Consolidation Act, 1845," and "Gasworks Clauses Act, 1847," respectively contained, the Company may enter upon, take, and use all or any of the Lands shown upon the said Plan and described in the said Book of Reference which they may require for the Purposes of their Undertaking; but until the Company shall have purchased the said Gasworks they shall not exercise any of the Powers conferred by this Act with respect to the Supply of Gas within the Parishes or Townships of *Winlaton*, *Blaydon*, *Stella*, and *Ryton*, or any of them, or any Parts thereof respectively.

Powers for compulsory Purchases limited.

30. The Powers of this Act for the compulsory Purchase of Land shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

31. The Tunnel, Railway, and Approach Road by this Act authorized shall be completed within Seven Years from the passing of this Act; and on the Expiration of such Period the Powers by this Act granted to the Company for making those Works, or otherwise in relation thereto, shall cease to be exercised, except as to such of those Works as shall then be completed.

Power to construct Gasworks.

32. Subject to the Provisions in this Act and the said incorporated Acts contained, it shall be lawful for the Company from Time to Time to make, construct, lay down, and maintain, alter, or discontinue such Retorts, Gasometers, Receivers, Drains, Sewers, Machinery, and other Works and Apparatus, and also such Houses and Buildings and Approaches thereto, and to do all such other Acts as they shall think necessary, consistently with the Provisions of this Act, for supplying Gas within the Limits of this Act, and to sell, manufacture, and dispose of Coke and other Residuum arising or to be obtained from the Materials used in the Manufacture of Gas in such Manner as the Company may think proper.

Company restricted from constructing Works for Manufacture of Gas except upon certain Lands.

33. It shall not be lawful for the Company to construct any Works for the Manufacture of Gas upon any Lands now belonging to them, or which they are authorized to purchase under the Powers of this Act, except upon the Lands herein-after described; (that is to say,)

First, Land of the Company in the Township of *Elswick* and Borough of *Newcastle-upon-Tyne* (being the Site of their existing Gasworks) bounded on or towards the North and East by the *North-eastern* Railway, on or towards the South by the River *Tyne*, on or towards the West by *Tyne Street*:

Secondly, Land of the Company in the Parish or Parochial Chapelry of *All Saints* in the Borough of *Newcastle-upon-Tyne* bounded on or towards the North by a Street in or near *Sandgate*

Sandgate called *Saint Ann's*, on or towards the South by the North Shore or *Low Street* of *Sandgate* leading from the *Swirle* to the wide Open, on or towards the East by the wide Open, and on or towards the West by Land belonging to Mr. *Barkus* and a public Road or Passageway:

Thirdly, Land of the Company in the same Parish or Parochial Chapelry bounded on or towards the North by *Sandgate*, on or towards the South by the North Shore or *Low Street* of *Sandgate* aforesaid, on or towards the East by a public Road or Passageway, and on or towards the West by Land belonging to *Thomas Newbiggen*, and *Downies Court*:

Fourthly, Land of the Company in the same Parish or Parochial Chapelry bounded on or towards the North by the *Low Street* aforesaid, on or towards the South by the public Quay of *Newcastle-upon-Tyne*, on or towards the East by the wide Open aforesaid, and on or towards the West by Lands belonging to the Representatives of *George Fife Angas* Esquire deceased;

Fifthly, Land in the Parish of *Gateshead*, which the Company may purchase under the Powers of this Act, bounded on or towards the North and South by the *North-eastern* Railway, on or towards the East by Land belonging to the *North-eastern* Railway Company, and on or towards the West by Lands of *Henry William Askew*:

Sixthly, Land in the Parish of *Gateshead*, which the Company may purchase under the Powers of this Act, bounded on or towards the North by the River *Tyne*, on or towards the South by a public Road leading to *Gateshead*, on or towards the East by another public Road or Lane leading to *Salt Meadows Ferry*, and on or towards the West by Lands belonging to *Thomas Hood Henderson* and *John Anthony Woods*:

Seventhly, Land in the Parish and Township of *Winlaton* in the County of *Durham* bounded on or towards the North by the *Carlisle* Branch of the *North-eastern* Railway, on or towards the South by the *Town Street* of *Blaydon*, on or towards the East by a Road or Way called the *Gas Lane* leading from *Town Street* to the River *Tyne*, and on or towards the West by Hereditaments belonging to *Charles Towneley* Esquire.

Power to Company to lay down, &c. along the Tunnel, High Level Bridge, &c.

34. Subject to the Provisions of this Act, the Company may from Time to Time lay down, maintain, and renew Mains and Pipes along the intended Tunnel under the River *Tyne*, and also over *Scotswood Road Bridge*, and along the Outside of and attached to, or, with the Consent of the *North-eastern* Railway Company (but not otherwise), in, over, or under, the *High Level Bridge* of the said Railway Company, and also under such Parts of the *North-eastern* Railways as are within the Limits of Deviation shown upon the deposited

deposited Plan of the said intended Approach Road, but not elsewhere (except with such Consent as aforesaid) in or upon the said Railways; and any Dispute which may arise between the Company and the Owners for the Time being of the said Bridges or the said Railways respectively shall be settled by Arbitration in manner provided by "The Companies Clauses Consolidation Act, 1845."

As to Bridges over and Pipes under North-eastern Company's Railways.

35. The Approach Road by this Act authorized shall be carried over the *Team* Railway of the *North-eastern* Railway Company by a Bridge of One Span of at least Fifteen Feet in Width on the Square, and with not less than Fifteen Feet clear Headway under the same, and over the *Newcastle and Carlisle* Branch of that Company by a Bridge of One Span of at least Twenty-eight Feet in Width on the Square, and with not less than Fifteen Feet clear Headway under the same; and such Bridges and the Works connected therewith shall be constructed, and the Mains and Pipes hereby authorized to be laid under the said Railways shall be fixed and laid, and from Time to Time renewed, in a substantial, proper, and workmanlike Manner, and under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *North-eastern* Railway Company, and so as not in any way to impede or interfere with the Traffic of the said Railways, either after or during the Construction of the said Bridges, or the laying of the said Mains and Pipes, or any Repairs or Renewals thereof respectively, and such Bridges, Mains, and Pipes shall ever afterwards be maintained and kept in good and proper Repair by the Company; and if any Difference shall arise between the Company and the *North-eastern* Railway Company in reference to the said Bridges and the Works connected therewith, or the said Mains and Pipes, the same shall from Time to Time be determined by an Arbitrator to be appointed by the Board of Trade, on the Application of either of the said Companies, and such Arbitrator shall have Power to determine how the Costs of the Arbitration shall be defrayed.

As to laying Pipes under the Bed of the River Tyne.

36. The Company shall not lay down Pipes upon the Bed of the River *Tyne*; but in the event of the Company laying down Pipes beneath the Bed of the said River by means of a Drift or Tunnel, under the Powers of this Act, the Roof or Top of such Drift or Tunnel shall be Fifty Feet at least below the Level of the Surface of the Water at High Water of ordinary Spring Tides, unless the *Tyne* Improvement Commissioners shall consent to a reduced Depth; and the Works of such Drift or Tunnel shall be executed under the Superintendence of and to the reasonable Satisfaction of the Engineers for the Time being of the said Commissioners, and, so far as relates to the Approaches to the said Drift or Tunnel from *Newcastle* Quay, to the reasonable Satisfaction of the Town Surveyor of *Newcastle-upon-Tyne*.

High Level Bridge.

37. In case the Company shall lay down or place any Pipes in connexion with the *High Level Bridge*, the same shall be so placed as not to lessen the present Space or Height between the Surface of the Water and the under Part of the Platform of the Roadway or lower Part of the said Bridge.

Scotswood Bridge.

38. In case the Company shall lay down or place any Pipes along, upon, or in connexion with the Bridge at *Scotswood* belonging to the *Scotswood Bridge* Company, the Company shall be entitled to no Compensation in the event of the said Bridge being removed or altered, so as to admit of the Passage of masted Vessels through the same.

Saving Rights of Tyne Improvement Commissioners.

39. Except as herein otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or affect any of the Rights, Authorities, Powers, or Privileges of the *Tyne* Improvement Commissioners, but such Rights, Authorities, Powers, and Privileges shall remain and have the same Effect as they would have had if this Act had not been passed.

Company only to acquire an Easement on Land of North-eastern Railway Company except as herein mentioned.

40. Nothing in this Act contained shall extend to authorize the Company absolutely to purchase or take any of the Lands of the *North-eastern* Railway Company, except the Lands fifthly hereinbefore described; but the Company may purchase and acquire an Easement or Right of constructing, maintaining, and using the said Bridges over the said *Team* and *Newcastle and Carlisle* Railways, and of laying and maintaining the said Mains and Pipes under such Parts of those Railways as are within the Limits of Deviation shown upon the deposited Plan of the said intended Approach Road, and in connexion with the *High Level Bridge*.

As to laying Pipes in connexion with the High Level Bridge.

41. The Pipes to be laid on the Outside of or in connexion with the *High Level Bridge* shall not, without the Consent of the *North-eastern* Railway Company, exceed Ten Inches in Diameter, and shall be of such Form, and constructed of such Materials, and fixed and laid in such Manner and Position as the Engineer of the said Railway Company shall reasonably require, and, in the event of any Difference of Opinion arising thereon, as shall be determined by an Engineer to be appointed by the Board of Trade.

As to the Roads, &c. of the Scotswood Bridge Company.

42. The Company may from Time to Time lay down, maintain, and renew Mains and Pipes in, through, over, and along the Roads and Lands of the *Scotswood Bridge* Company, but subject to the Payment of the annual Sum of Twelve Pounds Ten Shillings by the Company to the said *Scotswood Bridge* Company during so long a Time as the Company shall use the said Roads or Lands belonging

to

to the said *Scotswood Bridge* Company for the Purpose of laying down, maintaining, or renewing any Pipes or Mains, and the Company, with the Consent of the said *Scotswood Bridge* Company in Writing under their Common Seal, but not otherwise, may from Time to Time lay down, maintain, and renew Mains and Pipes along the *Suspension Bridge* of the said *Scotswood Bridge* Company at or near *Scotswood*.

Company may place Pipes to light Buildings.

43. The Company may, with the Consent of the Owner and Occupier of any Building, lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against such Building for the Purpose of lighting it, and may with the like Consent provide and set up any Apparatus necessary for securing to any Building a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply.

Maximum Charge for Gas.

44. The maximum Charge for Gas supplied by the Company without the Borough of *Newcastle-upon-Tyne* and without the lighted District of the Borough of *Gateshead*, as herein-before defined, shall be the Sum of Five Shillings *per* Thousand Cubic Feet; and the Charge for Gas supplied within the Borough of *Newcastle-upon-Tyne* and within the lighted District of *Gateshead* shall be the Sum of Three Shillings and Fourpence *per* Thousand Cubic Feet; and if Payment be made on or before the Tenth Day of the Month following that on which the Amount is due the Company shall make a Deduction, by way of Discount, at the following Rates; (that is to say,)

To Consumers whose Consumption of Gas for the Quarter of a Year shall not have exceeded One hundred thousand Cubic Feet, at the Rate of Ten *per Centum*:

To Consumers whose Consumption of Gas for the Quarter of a Year shall have exceeded One hundred thousand Cubic Feet, but shall not have exceeded Two hundred thousand Cubic Feet, at the Rate of Fifteen *per Centum*:

To Consumers whose Consumption of Gas for the Quarter of a Year shall have exceeded Two hundred thousand Cubic Feet, but shall not have exceeded Three hundred thousand Cubic Feet, at the Rate of Twenty *per Centum*:

To Consumers whose Consumption of Gas for the Quarter of a Year shall have exceeded Three hundred thousand Cubic Feet, at the Rate of Twenty-five *per Centum*:

And the Gas supplied within the said Borough shall not contain more than Fifteen Grains of Sulphur in every One hundred Feet of Gas, as ascertained by Tests now in general Use, unless prevented by unavoidable Cause.

45. The

As to public Lamps, or lighting the same.

45. The Company shall erect free of Charge such public Lamps within the Borough of *Newcastle-upon-Tyne* and within the lighted District of the Borough of *Gateshead* as the Watch Committee of the Borough of *Newcastle-upon-Tyne* or the Local Board of Health of the Borough of *Gateshead* shall from Time to Time respectively direct, and shall remove such Lamps to other Situations when required by the said Watch Committee or the said Local Board respectively, at a Charge of Fifteen Shillings for each Lamp so removed; and shall also maintain, clean, and repair the public Lamps within the said Borough of *Newcastle-upon-Tyne* and the said lighted District of the Borough of *Gateshead* at an uniform Charge of Two Shillings *per* Lamp *per Annum*; and shall supply Gas to and light and extinguish every public Lamp at a Charge of Tenpence for every Week during which such Lamp shall be lighted; and the Company shall provide and furnish free of Charge the Lamps, with proper and sufficient Service Pipes, Stopcocks, Burners, and all other Apparatus necessary for the proper lighting thereof, and for the Supply of Gas thereto from the Company's Mains; and every Burner shall be of such Size and Make as to consume at least Five Cubic Feet of Gas an Hour with a Water Pressure of One Inch and a Quarter; but these Provisions shall cease to be binding upon the Company whenever another Gas Company, authorized by Special Act of Parliament, shall supply Gas within *Newcastle-upon-Tyne* or the lighted District of the Borough of *Gateshead*; and the said Watch Committee so far as regards *Newcastle-upon-Tyne*, and the Local Board so far as regards the lighted District of the Borough of *Gateshead*, shall be at liberty at any Time or Times between the Twenty-sixth Day of *April* and the Twenty-third Day of *August*, both inclusive, to diminish the Number of public Lamps to be lighted by the Company to a Number which shall not be less than One Half of the whole Number of public Lamps within *Newcastle-upon-Tyne* or the lighted District of the Borough of *Gateshead*, as the Case may be.

Existing Lamps in Gateshead to remain Property of Local Board.

46. Notwithstanding anything in this Act contained, the Five hundred and six now existing public Lamps within the lighted District of the Borough of *Gateshead* shall remain and be the absolute Property of and be maintained, cleaned, and repaired by the Local Board, and the Company shall not make any Charge for maintaining, cleaning, or repairing the said Five hundred and six public Lamps.

Supply of Pipes, &c. for lighting public Streets, &c.

47. The Company, whenever so required by the said Watch Committee or the said Local Board, shall provide, lay down, renew, and maintain all Main and Service Pipes and other Apparatus proper and sufficient for supplying Gas for lighting the public Streets and Places, public Clocks, and public Buildings from Time to Time required by the said Watch Committee or the said Local Board to be lighted.

48. The

Period for lighting public Lamps.

48. The public Lamps to be lighted by the Company shall be lighted from Sunset to Sunrise, unless otherwise agreed upon between the Company and the said Watch Committee or Local Board, as the Case may be.

Quality of Company's Gas.

49. All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six in the Pound, burning One hundred and twenty Grains *per* Hour, unless the Company are prevented from supplying such Gas by Frost or unavoidable Causes or Accident, or during necessary Repairs.

Company to erect a Meter to test Purity of Gas.

50. The Company shall, within Six Months after the passing of this Act, cause to be erected in some fit and convenient Part of their Works an Experimental Meter, furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney, or other approved Burner and Chimney capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus for testing the illuminating Power and Purity of all the Gas made by the Company.

Power to Town Council to test the Purity of the Gas.

51. It shall at any Time be lawful for the Town Council of the Borough of *Newcastle-upon-Tyne*, by Order in Writing, to appoint some competent Person, not being a Member or Officer or Servant of such Town Council, to proceed to the Works of the Company, and the Person so appointed, on giving Six Hours previous Notice in Writing to the Company, may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Superintendent or other Officer of the Company make Experiment of the illuminating Power or Purity of the Gas by means of the Experimental Meter and other Apparatus before mentioned, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company, after hearing the Parties, that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, or that the illuminating Power or Purity of the Gas supplied by the Company did not, when tested, equal the illuminating Power or Purity by this Act prescribed, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds as the said Justices shall determine.

Penalty in case of Default.

Costs of Experiment to be paid ac-

52. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of

cording to the Event.

of the Proceedings before the Justices shall be ascertained by such Justices, and in the event of any Penalty being imposed on the Company shall be paid, together with such Penalty, by the Company, or in the event of any Penalty not being imposed on the Company shall be paid by the Town Council: Provided always, that in case the Company shall prove to the Satisfaction of such Justices that the Defect in the illuminating Power arose from a Cause absolutely beyond the Control of the Company, then one Moiety of the Costs so to be ascertained as aforesaid shall be paid by the Company and the other Moiety by the Town Council.

Power of Town Council as to testing illuminating Power extended to Local Board for Gateshead.

53. The Power by this Act conferred upon the Town Council of the Borough of *Newcastle* for testing the illuminating Power of the Gas supplied by the Company may also be exercised by the Local Board of Health for the Borough of *Gateshead*, and the Provisions of this Act with reference to such testing by the said Town Council shall be applicable, *mutatis mutandis*, to the testing of such illuminating Power by the said Local Board.

Consumer to burn by Meter.

54. Every Consumer of Gas of the Company, except as is herein and therein-before provided with respect to public Lamps, shall upon the Request of the Company consume Gas by Meter.

Consumer to keep his own Meter in order.

55. Every Consumer of Gas of the Company shall at all Times, at his own Expense, keep all Meters belonging to him whereby any Gas of the Company is registered in proper Order and of sufficient Size for correctly registering such Gas, in default whereof the Company may cease to supply Gas through such Meter, and the Company shall have Access to and be at liberty to take off, remove, test, inspect, and replace the same at all reasonable Times, such taking off, Removal, testing, inspecting, and replacing to be done at the Expense of the Company if the Meter be found in proper Order, but otherwise at the Expense of the Consumer.

Power to the Company to let Meters.

56. The Company may let for Hire any Meter for ascertaining the Quantity of Gas consumed or supplied, and any Fittings thereto, for such Remuneration in Money, and on such Terms with respect to the Repair of such Meter and Fittings and for securing the Safety and Return to the Company of such Meter as may be agreed upon between the Hirer and the Company, and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to the Company for Gas, but the Price to be charged to the Consumer for the Use of any Meter provided by the Company by way of Rent shall not, in regard to the Meters mentioned in the Schedule hereto annexed, exceed the Rates therein named.

57. The

Register of Gas Meter to be primâ facie Evidence.

57. The Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Company, and in respect of which any Rent is charged and sought to be recovered by the Company.

Power to remove Meter Fittings.

58. It shall be lawful for the Company after Twenty-four Hours Notice in Writing under the Hand of the Secretary of the Company to the Occupier, or if unoccupied then to the Owner or Lessee of any Land, House, or Building in which any Pipes, Mains, Meters, or Fittings belonging to the Company are laid or fixed, and through or in which the Supply of Gas shall from any Cause other than the Neglect or Default of the Company be discontinued, to enter such Land, House, or Building between the Hours of Eight in the Morning and Six in the Afternoon for the Purpose of removing and to remove such Pipes, Meters, or Fittings, repairing all Damage caused by such Entry or Removal, and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode, or sent by Post addressed to such Person: Provided that if the Owner or Lessee of any such unoccupied House or Building be unknown to the Company, the Notice may be given by affixing it for Three Days to some conspicuous Part of the House or Building.

Penalty for damaging Meters.

59. If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any such Pipes, Mains, Meters, or Fittings, or other Thing connected therewith belonging to the Company, or shall alter the Index to any Meter, or fraudulently alter any Part of such Meter or any Pipes connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such Meter from duly registering the Quantity of Gas supplied, or by any Means fraudulently obstruct, consume, or use the Gas of the Company, every Person so offending shall for every such Offence forfeit to the Company any Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damage sustained by them which shall not be satisfied by the Amount of the Penalty recovered, and may also discontinue, until the Act complained of is remedied, but no longer, the Supply of Gas to the Person or Company so offending, and that notwithstanding any Contract previously existing; and the Existence of artificial or irregular Means for causing such Alteration or Obstruction, when such Meter shall be under the Custody or Control of the Consumer, shall be *primâ facie* Evidence that the same has been knowingly, wilfully, and fraudulently caused by the Consumer using such Meter: Provided always, that this Enactment shall not prejudice any Right of the Company to institute any Criminal Proceedings in reference to such Offence in any Case where they shall not proceed summarily under this Act.

60. If

Sums undisputed may be recovered by Distress.

60. If any Person shall neglect to pay any Sum or Sums of Money due to the Company for the Supply of Gas, or for the Hire or fixing of Meters or Fittings, it shall be lawful for the Company or the Directors, or any Person acting under their Authority, to summon the Party in default before a Justice, and the Justice may order that the Sum so due or any Part thereof may be levied by Distress and Sale of the Goods and Chattels of the Person neglecting to pay the same wherever such Goods and Chattels may be found, the Surplus, if any, being rendered to the Person so neglecting to pay, after Deduction of the necessary Charges for such Distress and Sale, and the Justice shall issue his Warrant accordingly.

Contents of Warrants.

61. Any One Summons or Warrant issued for any of the Purposes of this Act may contain in the Body thereof, or in a Schedule thereto, several Names and several Sums.

Warrants shall include Costs.

62 Any Justice who issues a Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Proceedings for the Recovery of the Money to be levied shall be paid by the Person liable to pay the Money, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

Recovery of Sums due to the Company.

63. Whenever any Person neglects to pay any Gas Rate, Meter Rent, or other Sum due to the Company, the Company may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction for the Recovery of Debts of the like Amount, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in that Behalf.

Penalties not cumulative.

64. Penalties imposed on the Company for one and the same Offence by several Acts of Parliament shall not be cumulative, and for such Purpose this Act and the Acts incorporated herewith shall be deemed several Acts.

Liability to Gas Rates not to disqualify Justices.

65. No Justice or Judge of the Borough Court or any County Court or Quarter Session shall, except as is by this Act otherwise provided, be disqualified from acting in the Execution of this Act by reason of his being liable under this Act to any Gas Rate, Meter Rent, or other Charge under this Act, or of his being a Proprietor of the Company.

Company's Reports to be published.

66. All yearly or half-yearly Reports of the Company shall be published regularly in One of the Newspapers published in *Newcastle-upon-Tyne*.

67. Except

Saving Rights of Corporation of Gateshead.

67. Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or affect any of the Estates, Rights, Interests, Powers, Authorities, or Privileges of the Mayor, Aldermen, and Burgesses of the Borough of *Newcastle-upon-Tyne*, or of the Mayor, Aldermen, and Burgesses of the Borough of *Gateshead*, or either of them, either in their Capacity of a Muncipal Corporation, or in their Capacity of a Local Board of Health, or otherwise howsoever.

Saving Rights of the Crown.

68. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Expense of Act.

69. All the Costs, Charges, and Expenses of and incident to the passing of this Act, and preparatory thereto, shall be paid by the Company.

Short Title.

70. This Act may for any Purpose be cited as "The *Newcastle-upon-Tyne and Gateshead* Gas Act, 1864."

The SCHEDULE referred to in the foregoing Act.

RATES to be charged by the COMPANY for METERS supplied by them.

	s.	*d.*	
For a Meter not exceeding a Three-light Meter, after the Rate of - - - - - -	3	0	per Annum.
For a Five-light Meter, after the Rate of - -	5	0	per Annum.
For a Ten-light Meter, after the Rate of - -	6	8	per Annum.
For a Twenty-light Meter, after the Rate of - -	8	8	per Annum.
For a Thirty-light Meter, after the Rate of - -	12	0	per Annum.
For a Fifty-light Meter, after the Rate of - -	17	0	per Annum.

And for any other Meter, such Rates as may be agreed on.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.