CHAPTER xlix.

An Act to extend the limits for the supply of gas of the Newcastle-upon-Tyne and Gateshead Gas Company to confer further powers upon that Company in connexion with their undertaking and for other purposes. [17th August 1916.]

A.D. 1916.

WHEREAS the Newcastle-upon-Tyne and Gateshead Gas Company (in this Act called "the Company") were incorporated by the Newcastle-upon-Tyne and Gateshead Gas Act 1864 and further powers have been conferred upon the Company by the Redheugh Bridge Act 1866 the Newcastle-upon-Tyne and Gateshead Gas Act 1867 the Newcastle-upon-Tyne and Gateshead Gas Act 1873 the Newcastle-upon-Tyne and Gateshead Gas Act 1879 the Newcastle-upon-Tyne and Gateshead Gas Act 1896 the Redheugh Bridge Act 1896 and the Newcastle-upon-Tyne and Gateshead Gas Act 1901 all of which Acts are in this Act included in the expression "the recited Acts" and (with the exception of the Redheugh Bridge Act 1896) are respectively referred to in this Act as Acts of the years in which they were respectively passed:

27 & 28 Vict. c. cxlviii.
29 Vict. c. lxiii.
30 & 31 Vict. c. xxx.
36 & 37 Vict. c. cxvii.
42 & 43 Vict. c. clii.
59 & 60 Vict. c. cxxxii.
59 & 60 Vict. c. ccxxxi.
1 Edw. 7. c. lviii.

And whereas under the powers conferred upon them by the recited Acts or some of them the Company are supplying with gas the city and county of Newcastle-upon-Tyne (with the exception of a small portion thereof) and the county borough of Gateshead and adjacent places in the counties of Northumberland and Durham:

And whereas certain districts and places adjoining the Company's existing limits of supply can conveniently be supplied with gas by the Company and it is expedient that the Company

A.D. 1916.

should be authorised to supply gas to and within such districts and places:

And whereas it is expedient that the Company should be authorised to extend their works for the manufacture of gas and for other purposes in connexion with their undertaking:

And whereas the nominal amount of capital created and issued by the Company (including the nominal amount added to the capital of the Company consequent upon the consolidation and conversion under the Acts of 1873 and 1901 respectively of the ordinary and preference stocks of the Company) is as follows:—

	£	*s.*	*d.*
4 per cent. preference stock 1896 -	110,166	10	0
4 per cent. preference stock 1901 -	140,000	0	0
Ordinary stock - - - - -	1,875,892	0	0
	£2,126,058	10	0

and the Company have received by way of premiums on the sale of such stock the sum of three hundred and seventy-nine thousand one hundred and six pounds fifteen shillings and twopence:

And whereas the amount of money which the Company have received by the creation and issue of such stock including the premiums received thereon is one million six hundred and seventy-seven thousand five hundred and ninety-four pounds five shillings and twopence:

And whereas the Company are authorised to raise a further sum of three hundred and seventy-eight thousand three hundred and eighty-three pounds three shillings and fourpence by the creation and issue of new ordinary stock or new preference stock:

And whereas the Company have raised by the creation and issue of three and a half per centum debenture stock including the premiums received thereon the sum of five hundred and forty thousand five hundred and twenty-five pounds and fivepence and are by their Acts authorised to raise a further sum of one hundred and forty-four thousand eight hundred pounds fifteen shillings and ninepence by the creation and issue of debenture stock:

A.D. 1916.

And whereas in order to meet the increasing requirements of the consumers of gas within the said existing limits of supply and to provide for a supply of gas within the extension of those limits by this Act authorised the Company will require to raise further moneys by the creation of further amounts of their authorised capital:

And whereas having regard to the present state of public affairs it would be to the advantage of the Company and the consumers of gas within the limits of supply of the Company and would facilitate the raising by the Company on economical terms of the moneys required for the purposes of their undertaking that the Company should be empowered to raise further moneys by the creation and issue of redeemable debenture stock and it is also expedient that other financial provisions should be made as in this Act set forth:

And whereas it is expedient that the other provisions contained in this Act should be made:

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short title.

1. This Act may be cited as the Newcastle-upon-Tyne and Gateshead Gas Act 1916.

Incorporation of Acts.

2. The following Acts and parts of Acts so far as the same are applicable for the purposes of and are not inconsistent with or varied by the provisions of this Act are hereby incorporated with and form part of this Act:—

The Lands Clauses Acts except the provisions of the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of lands otherwise than by agreement:

The Gasworks Clauses Act 1847 as amended by the Gasworks Clauses Act 1871:

Provided that the notice to be given by the Company under section 8 of the said Act of 1847 shall in the case of the opening or breaking up of streets for the laying of pipes not being service pipes be seven clear days instead of three clear days:

A.D. 1916

Provided also that section 13 of the said Act of 1847 in its application to the Company shall be read as if the words "or any premises" were inserted after the words "private building" and as if the words "Provided also that every such contract "entered into by the Company shall be alike in terms and "amount under like circumstances to all consumers" were added at the end of that section.

Interpretation.

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

The expression "the Company" means the Newcastle-upon-Tyne and Gateshead Gas Company;

The expression "existing limits of supply" means the limits of the Company for the supply of gas as existing immediately before the passing of this Act;

The expression "the limits of supply" means the existing limits of supply as extended by this Act;

The expression "the corporation of Newcastle-upon-Tyne" means the lord mayor aldermen and citizens of the city and county of Newcastle-upon-Tyne;

The expression "the corporation of Gateshead" means the mayor aldermen and burgesses of the county borough of Gateshead.

Extension of limits of supply.

4.—(1) From and after the passing of this Act the existing limits of supply shall be extended to and include—

In the county of Northumberland—

The urban districts of Cramlington Seghill and Weetslade so much of the urban district of Longbenton as is not within the existing limits of supply the parishes or townships of Eltringham and Mickley in the urban district of Prudhoe the parishes or townships of Mason Dinnington West Heddon and Rudchester in the rural district of Castle Ward and so much of the main North Road and of the public road leading therefrom to the urban district of Cramlington as are situate in the parish or township of Stannington in the said rural district and abut on the said urban district of

Weetslade and the parishes or townships of Horsley Ovingham and Ovington in the rural district of Hexham:

In the county of Durham—

The parishes or townships of Birtley and Ouston in the rural district of Chester-le-Street and so much of the parish or township of Urpeth in that rural district as lies to the east of the western side of the public road leading from the northern boundary of the parish or township of Pelton to the southern boundary of the parish or township of Lamesley:

And the Company within such limits as so extended shall have and may exercise the same powers rights and privileges as they now have and may exercise and shall be subject to the same obligations as those to which they are now subject within the existing limits of supply:

Provided that the Company shall not at any time supply gas beyond the existing limits of supply if such supply would interfere with the sufficiency or efficiency of the supply of gas which they are for the time being bound to provide within the city of Newcastle-upon-Tyne and the county borough of Gateshead.

(2) All mains pipes and works laid down by the Company before the passing of this Act for the purpose of supplying gas within any part of the areas specified in subsection (1) of this section shall for all purposes (including the expenditure of capital and other moneys by the Company in connexion therewith) be deemed to have been laid down under the powers of this Act.

For protection of Birtley Iron Company.

5. For the protection of Percival Wentworth Bewicke Joseph Frederick Laycock Maurice Raymond Portal and Walter Evelyn Manners carrying on business in partnership under the style or firm of "The Birtley Iron Company" together hereinafter called "the iron company" (which expression shall include their executors administrators and assigns) the following provisions shall unless otherwise agreed in writing between the Company and the iron company apply and have effect:—

The agreement between the Company and the iron company dated the twenty-seventh day of July one thousand nine

hundred and sixteen of which a copy is set forth in the First Schedule to this Act is hereby confirmed and may be carried into effect by the parties thereto accordingly and the Company shall not during the continuance of the said agreement supply gas within the parishes or townships of Birtley Ouston and Urpeth otherwise than in accordance with the provisions of the said agreement.

Repeal of proviso to section 27 of Act of 1901.

6. The first proviso to section 27 of the Act of 1901 is hereby repealed and as from the passing of this Act shall cease to apply and have effect.

Power to purchase lands by agreement.

7. The Company may for the general purposes of their undertaking purchase or take on lease (by agreement but not otherwise) and may hold in addition to the lands described in the Second Schedule to this Act and any other lands now authorised to be held by them any lands not exceeding in the whole five acres which the Company may require for the purposes of or connected with their works and undertaking but the Company shall not create or permit a nuisance on any lands purchased or taken on lease under the powers of this section nor shall any lands acquired under the powers of this section be used by the Company for the purpose of manufacturing gas or manufacturing or converting residual products.

Certain provisions of Lands Clauses Consolidation Act 1845 not to apply to lands acquired by agreement.

8. Notwithstanding anything contained in the Gasworks Clauses Act 1871 or in any Act of or relating to the Company with which that Act is incorporated the provisions of sections 128 to 132 (both inclusive) of the Lands Clauses Consolidation Act 1845 shall not apply to any lands which have been or may be acquired by the Company by agreement.

Power to sell and lease lands.

9. The Company may sell and dispose of or may exchange or may let on lease for such period as they think fit any lands for the time being belonging to them and which may not at the time be required for the purposes of their undertaking and any such disposal exchange or lease may be for such consideration and subject to such reservations stipulations and conditions as the Company think fit.

Power to maintain gasworks and convert residual products.

10. Subject to the provisions of this Act the Company may upon the lands described in the Second Schedule to this Act erect maintain alter improve and renew gasworks with all necessary machinery and apparatus and do all such acts as

may be proper for making and storing gas and for supplying gas within the limits of supply and may also work up and convert upon the said lands the residual products arising directly or indirectly from the manufacture of gas by them and any residual products purchased by them under the provisions of the next following section of this Act.

Purchase of residual products &c. for purposes of conversion.

11. The Company may purchase the residual products arising from the manufacture of gas by other gas undertakers and therewith manufacture other products of the same kind as the Company are manufacturing from their own residual products and may also purchase from other gas undertakers and elsewhere and use the materials required to work up and convert the residual products arising from the manufacture of gas Provided that after the termination of the present war the quantity of any residual product so purchased by the Company in any year shall not exceed one third of the quantity of the like residual product which shall in that year arise directly or indirectly from the manufacture of gas by them Provided also that the Company shall not manufacture chemicals exclusively from raw materials purchased from sources other than gas undertakings or in the manufacture of which the use of residual products produced by the Company or purchased from other gas undertakings is merely subsidiary.

Standard calorific power.

12.—(1) As from the first day of January one thousand nine hundred and seventeen so much of the provisions of sections 12 28 30 32 33 and 36 of the Gasworks Clauses Act 1871 as relate to the illuminating power of gas shall cease to apply to the Company or in respect of the gas supplied by them and sections 49 50 51 52 and 53 of the Act of 1864 section 32 of the Act of 1867 sections 28 and 31 of the Act of 1873 section 27 of the Act of 1879 and section 38 of the Act of 1896 so far as they respectively relate to the illuminating power of the gas supplied by the Company shall be and the same are hereby repealed and there shall be substituted a standard of calorific power for the prescribed illuminating power.

(2) As from the first day of January one thousand nine hundred and seventeen section 29 of the Gasworks Clauses Act 1871 in its application to the Company shall have effect as if the calorific power of the gas supplied by them were therein referred to instead of the illuminating power and as if all

A.D. 1916.

words after the words "supplied by the undertakers" were omitted therefrom and the words "at any reasonable hour" were inserted in their place.

(3) The standard calorific power of the gas supplied by the Company in the limits of supply shall be five hundred British thermal units (the expression "British thermal units" being used in this Act as meaning British thermal units gross per cubic foot of gas).

(4) The following provisions shall apply with respect to the testing for calorific power of the gas supplied by the Company and to forfeitures in respect of deficient calorific power of such gas:—

(A) On or before the said first day of January one thousand nine hundred and seventeen the Company shall provide and shall thereafter keep and maintain at each of the works of the Company for the time being used by them for the manufacture of gas (each of which shall for all the purposes of the Gasworks Clauses Act 1871 be a prescribed testing-place so far as the last-mentioned Act shall apply to the Company under the provisions of this Act) apparatus for testing the calorific power of the gas supplied by the Company and such apparatus shall be similar to the apparatus for the time being prescribed by the metropolitan gas referees for testing the calorific power of gas and the test shall be made in the mode and under the conditions for the time being prescribed by the said referees:

When the Company shall have provided in accordance with the provisions of this subsection apparatus for testing the calorific power of the gas supplied by them they shall be at liberty to remove from the existing testing-places any apparatus which they have provided thereat for testing the illuminating power of such gas:

(B) The gas examiners appointed by the corporation of Newcastle-upon-Tyne and the corporation of Gateshead respectively and any other gas examiner appointed in accordance with the provisions of the Gasworks Clauses Act 1871 may by means of the testing apparatus provided by the Company as aforesaid test the calorific power of the gas supplied by the

Company at a prescribed testing-place at any reasonable hour but subject as next provided not more than one testing for calorific power shall be made on any day at the same testing-place:

(c) In the event of the calorific power being on any testing ascertained to be below the standard calorific power the gas examiner making the test shall forthwith give notice thereof to the Company and a second testing at the same testing-place as that at which the first testing was made shall be made at an interval of not less than one hour from the time of making the first testing and the average of the two testings shall be the ascertained calorific power of the gas supplied by the Company on that day:

(D) The gas examiner making the test shall on the day immediately following that on which any testing has been made under this section make and deliver a report in writing of the results of his testing to the Company and to the local authority or the justices by whom he was appointed and such report shall be receivable in evidence:

(E) When the ascertained calorific power on any day of the gas supplied by the Company is below the standard calorific power the Company shall be liable to forfeitures in respect of any deficiency as hereinafter mentioned but the Company shall not be liable to any forfeiture or proceedings for or in respect of any deficiency in the calorific power of the gas supplied by them unless such deficiency has been ascertained in the manner and subject to the conditions prescribed by this section and shall not be liable to more than one forfeiture in respect of a deficiency in the calorific power of the gas supplied by them from the same works on any one day:

(F) The forfeitures to which the Company shall be liable in respect of any ascertained deficiency in the calorific power of the gas supplied by them shall not exceed the following (that is to say):—

Where the deficiency does not exceed fourteen British thermal units a sum not exceeding five pounds;

A.D. 1916.

Where the deficiency exceeds fourteen British thermal units but does not amount to twenty-eight British thermal units a sum not exceeding ten pounds;

For each complete twenty-eight British thermal units of defective power a sum not exceeding twenty pounds:

(G) The provisions of section 31 of the Gasworks Clauses Act 1871 shall apply to any testing made under this section:

(H) Any forfeiture under the provisions of this section may be sued for and recovered in the same manner as penalties imposed by the Gasworks Clauses Act 1871.

Additional testing-places in Newcastle-upon-Tyne and Gateshead.

13.—(1) If the corporation of Newcastle-upon-Tyne provide in their Weights and Measures Office in the City Road in the city of Newcastle-upon-Tyne or in some building at or within two hundred yards from their town hall and on the line of one of the Company's principal mains sufficient accommodation for the purpose the Company shall when required by that corporation provide in the said office or building as the case may be a testing-place with proper apparatus therein for testing the calorific value of gas.

(2) If the corporation of Gateshead provide in some building at or within two hundred yards from their town hall and on the line of one of the Company's principal mains sufficient accommodation for the purpose the Company shall when required by that corporation provide in the said building a testing-place with proper apparatus therein for testing the calorific value of gas.

(3) The provisions of subsection (4) of the section of this Act of which the marginal note is "Standard calorific power" shall apply to and in respect of any testing-place provided by the Company in accordance with the provisions of this section and to any test made thereat in the same manner as if such testing-place were a testing-place provided at the works of the Company in pursuance of paragraph (A) of that subsection and such testing-place shall be a prescribed testing-place for the purposes of the Gasworks Clauses Act 1871 so far as that Act shall apply to the Company but any such test made for the purposes of the said subsection (4) shall be made only by a gas

examiner appointed by the corporation of Newcastle-upon-Tyne or the corporation of Gateshead as the case may be and before any such gas examiner makes any such test he shall subject to the provisions of the said subsection (4) give to the Company sufficient notice to enable the Company to be represented at the making of such test.

(4) Paragraph (B) of subsection (3) of section 38 (Illuminating power) of the Act of 1896 is hereby repealed.

Power to Board of Trade to vary standard calorific power.

14. If within three months after the expiration of a period of three years from the first day of January one thousand nine hundred and seventeen or within three months after the expiration of any subsequent period of three years either the Company on the one hand or the corporation of Newcastle-upon-Tyne or the corporation of Gateshead on the other hand shall desire that the standard calorific power prescribed by the section of this Act of which the marginal note is "Standard calorific power" shall be reduced or increased and shall give (in the case of the Company) to each of the said corporations and (in the case of either of the said corporations) to the Company and the other of them and (in either case) to the Board of Trade notice in writing of such desire it shall be lawful for the Board of Trade after hearing the parties and considering any representations made by any of them by order under the hand of an assistant secretary to reduce or increase the amount of the said standard calorific power to such extent as to the said Board may seem fit and the said Board may by such order make all such modifications of this Act as may be necessary in consequence of any such reduction or increase as aforesaid and may also direct the manner in which the costs charges and expenses of the said parties and of the said Board of and incidental to any such application and any inquiry held by or under the direction of the said Board in connexion therewith shall be borne.

Pressure.

15.—(1) All gas supplied by the Company to any consumer of gas shall be supplied at such pressure as to balance a column of water not less than fifteen-tenths of one inch in height at the main as near as may be to the junction therewith of the service pipe supplying the consumer and at the outlet of any pipe supplying gas to a public lamp.

(2) Any gas examiner appointed under the Gasworks Clauses Act 1871 may for the purposes of this Act subject to the terms

A.D. 1916.

of his appointment at any testing-place or at any public lamp as and when he thinks fit test the pressure at which the gas is supplied provided that on each occasion of such testing sufficient notice in writing of the time and place at which the same shall be conducted shall be given to the Company to enable them to be represented The Company shall afford to the examiner all reasonable facilities for making the test.

(3) Section 29 (Pressure of gas) of the Act of 1873 is hereby repealed.

Exemption from penalties in certain cases.

16. No penalty or forfeiture shall be incurred by the Company for insufficiency of pressure or defect of calorific power in the gas supplied by them in any case in respect of which it is proved that such insufficiency or defect was produced by any circumstance beyond the control of the Company Provided that the want of sufficient funds or the fact that the gas was not manufactured by the Company shall not be held to be a circumstance beyond the control of the Company.

Company to supply suitable burners gratis in exchange for certain burners in use.

17. The Company if and when required in writing at any time within two years after the first day of January one thousand nine hundred and seventeen by any consumer of gas supplied by the Company shall supply to such consumer and fix free of charge a sufficient number of flat-flame burners suitable in all respects for the consumption of gas of the calorific power prescribed by this Act in substitution for the burners (not being incandescent burners) in use at the said first day of January one thousand nine hundred and seventeen Notice of the provisions of this section shall be given on each demand note of the Company during the period of two years hereinbefore mentioned.

Exemption of certain fittings from liability to distress &c.

18.—(1) Any gas fittings engines stoves tubes meters pipes apparatus or appliances let for hire by the Company under statutory powers or supplied by the Company under such powers in accordance with any hire-purchase agreement in the case of which any instalment of purchase-money payable under such agreement remains unpaid shall notwithstanding that they be fixed or fastened to any part of any premises in which they may be situate or to the soil under any such premises at all times continue to be the property of and removable by the Company and shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under process of

any court or proceedings in bankruptcy against the person in whose possession the same may be Provided that such fittings engines stoves tubes meters pipes apparatus or appliances have upon them respectively a distinguishing metal plate affixed to a conspicuous part thereof or a distinguishing brand or other mark conspicuously impressed or made thereon sufficiently indicating the Company as the actual owners thereof.

(2) Nothing in this section shall affect the amount of assessment for rating of any premises upon which any such fittings engines stoves tubes meters pipes apparatus or appliances are or shall be fixed.

Power to enter premises and remove fittings.

19. The power to enter premises and to remove pipes meters fittings or apparatus conferred upon the Company by section 22 of the Gasworks Clauses Act 1871 shall extend to all cases in which any person entering into occupation of any premises previously supplied with gas by the Company shall not require to take a supply of gas from the Company or to hire from the Company all or any of the pipes meters fittings or apparatus belonging to the Company and let by them on hire to any former occupier of such premises.

Authentication and service of notices by Company.

20. Any notice to be served by the Company on a person supplied with gas shall be sufficiently authenticated by the signature of the secretary of the Company or other officer of the Company for the time being authorised in writing by the directors thereof being affixed thereto in writing or in print or by a stamp or if it be a notice to pay any charge in respect of a supply of gas or gas fittings or appliances by the name either of the secretary or such other officer as aforesaid being affixed thereto in writing or in print or by a stamp and any such notice may be served on such person either personally or by sending the same through the post by a prepaid letter addressed to him by name at his last known or usual place of abode or business or by delivering the same to some inmate at his last known or usual place of abode or business or to any inmate of the premises supplied or if such premises be unoccupied and the place of abode of the person to be served is after proper inquiry unknown it shall in the case of any notice not being a notice to pay any charge be sufficient to affix such notice or a copy thereof upon some conspicuous part of such premises.

A.D. 1916.

As to mode of cutting off supplies.

21.—(1) In any case in which the Company are by virtue of any enactment relating to their undertaking authorised in consequence of any default on the part of a consumer of gas to cut off and discontinue the supply of gas to the premises of such consumer it shall be lawful for the Company without prejudice to any other remedy which may be lawfully available to them to disconnect at the meter the service pipe (whether belonging to the consumer or to the Company) and any person who shall re-connect such service pipe with the meter without the consent of the Company shall be deemed to commit an offence within the meaning of section 18 of the Gasworks Clauses Act 1847:

Provided that if and so soon as the matter complained of shall have been remedied nothing in this section shall prejudice or interfere with any rights vested in any person by virtue of section 11 of the Gasworks Clauses Act 1871.

(2) For the purposes of this section the Company shall (subject to the conditions specified in section 22 of the Gasworks Clauses Act 1871) have and may exercise the like powers of entry as are exerciseable under the said section 22 for the purposes of that section.

Consumer to pay expenses of re-connecting disconnected supply.

22. In any case in which in consequence of any default on the part of the consumer the Company shall have cut off the supply of gas to the premises occupied by such consumer (whether under the existing powers of the Company or under the powers conferred by this Act) and the consumer so in default shall desire to resume such supply he shall pay to the Company the expenses of re-connecting the supply and the Company shall not be under any obligation to supply gas to such consumer until he shall have paid such expenses.

Power to lay pipes in private streets.

23. The Company may on the application of the owner or occupier of any premises within the limits of supply abutting on or being erected in any street laid out but not dedicated to public use supply those premises with gas and for that purpose the Gasworks Clauses Act 1847 shall apply as if section 7 of that Act were excepted from incorporation in this Act or the recited Acts.

As to private streets.

24.—(1) The local authority of the district within which any street not repairable by the inhabitants at large is situate shall be deemed in addition to any other persons to be persons

having the control or management of such street for the purposes of the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes.

(2) For the purposes of this section the expression "street" includes a street laid out but not dedicated to the public use.

Power to utilise pipes for ancillary purposes.

25.—(1) The Company may lay down place repair alter remove and renew mains pipes and culverts in any street within the limits of supply for the purpose of procuring conducting or disposing of any oil or other materials used by them in or resulting from any manufacture of gas or any residual products thereof or for any purpose connected with their business and the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and for the protection of pipes when laid shall so far as applicable for the purposes of this section extend and apply mutatis mutandis to and for the purposes thereof:

Provided always that the Company shall not under the powers of this section lay down or place any mains pipes or culverts on in or through any part of any foreshore within the jurisdiction of the Tyne Improvement Commissioners without the consent of the said commissioners in writing or discharge any such oil and other materials on to any part of the River Tyne or its tributaries within their jurisdiction without the like consent.

(2) The Company shall not under the powers of this section break up any street except with the consent of the local authority of the district in which the street is situate which consent shall not be unreasonably withheld If any question shall arise between such local authority and the Company as to whether the consent of such local authority under this subsection is unreasonably withheld the same shall be determined by the Board of Trade.

As to breaking up certain streets.

26.—(1) Except with the consent of the local authority in whose district the street may be situate the Company shall not for the purpose of laying any pipe other than a service pipe in any street in the city of Newcastle-upon-Tyne or the county borough of Gateshead or the urban districts of Gosforth and Newburn in the county of Northumberland and Felling and Blaydon in the county of Durham permit any trench made by

A.D. 1916.

them to be open for a greater continuous length than two hundred yards nor in the case of those portions of the said city county borough and urban districts respectively which are coloured red on the signed map hereinafter referred to for a greater continuous length than one hundred yards and where the Company for the purpose aforesaid open any such street in more places than one at one time they shall leave an interval of not less than fifty yards between the respective portions of street so opened.

(2) The signed map means the map signed by His Grace the Duke of Devonshire K.G. the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred one copy of which has been deposited in the Office of the Clerk of the Parliaments in the House of Lords and one copy in the Private Bill Office of the House of Commons.

(3) Where the Company open a length of more than one hundred feet of any street in the city of Newcastle-upon-Tyne or in the borough of Gateshead coloured red on the signed map they shall if required by the corporation of such city or borough provide reasonable facilities to enable foot passengers to cross the portions of street so opened.

As to breaking up Shields Road Hebburn.

27. Except with the consent of the Hebburn Urban District Council the Company shall not for the purpose of laying any pipe other than a service pipe in so much of Shields Road as is within the urban district of Hebburn permit any trench made by them to be open for a greater continuous length than one hundred yards and if the Company for the purpose aforesaid open the said road within the said urban district in more places than one at one time they shall leave an interval of not less than fifty yards between the respective portions of the said road so opened.

As to public lamps in Newcastle-upon-Tyne.

28.—(1) In its operation within the city of Newcastle-upon-Tyne section 37 (As to public lamps) of the Act of 1896 shall as from the thirty-first day of December one thousand nine hundred and fifteen have effect and be deemed to have had effect as if the following proviso were substituted for the proviso contained in that section relating to an additional discount of two and one half per centum (namely):—

" Provided that in any year in which—

" (A) The corporation of the city of Newcastle-upon-Tyne " shall require all the public gas lamps in that

" city (other than lamps discontinued under the
" provisions of this section) to be lighted on some
" part of every day of such year; and

" (B) The average number of hours for which the lamps
" that are lighted and extinguished by mechanical
" means are lighted is not less than three thousand
" hours per lamp and the average number of
" hours for which all other lamps are lighted is
" not less than three thousand seven hundred and
" seventy-six hours per lamp;

" there shall be allowed to the said corporation an additional
" discount of two and one half per centum."

(2) The provision of the said section under which the corporation pay to the Company the expenses incurred by them in lighting extinguishing maintaining cleaning and repairing public lamps shall in the case of the city of Newcastle-upon-Tyne be read as if each quarter were substituted for each half-year.

(3) The corporation of Newcastle-upon-Tyne and the Company may by agreement vary the provisions of the said section 37 as amended by this Act in so far as those provisions relate to the said city.

(4) Nothing in this section contained shall alter diminish or prejudice the rights and privileges of the corporation of Gateshead or the obligations of the Company to the corporation of Gateshead under the provisions of the said section 37.

For protection of Durham County Council.

29. The following provisions for the protection of the county council of the administrative county of Durham (in this section referred to as "the county council") shall unless otherwise agreed in writing between the county council and the Company apply and have effect (that is to say):—

(1) In this section unless the subject or context otherwise requires—

The expression "county surveyor" means the surveyor of the county council;

The expression "road" means any road for the time being vested in or repairable by the county council or for or towards the cost of the maintenance and repair of which the county council are liable to pay and situate within any part of

A.D. 1916.

the county of Durham added by this Act to the existing limits of supply;

The expression "bridge" means a county or main road bridge situate within such part of the said county and includes the road over such bridge and the approaches thereto; and

The expression "apparatus" includes mains pipes and apparatus:

(2) All apparatus of the Company (other than service pipes) to be laid under the powers of this Act in or along any road or in or upon or across any bridge shall be laid in such position in or at the side thereof as the county council in writing under the hand of the county surveyor may reasonably direct:

(3)—(A) Nothing contained in this Act shall prejudice or affect the right of the county council at any time or times to divert widen or alter the levels of or otherwise alter and improve any road and to remove alter rebuild widen or repair any bridge in under over or attached to which any apparatus of the Company is carried in the same manner as the county council might have diverted improved or removed altered rebuilt widened or repaired any such road or bridge if this Act had not been passed and such apparatus had not been constructed or laid in under or over or attached to such road or bridge respectively but the county council shall take all reasonable precautions to prevent injury to the works of the Company and shall pay compensation for any loss which the Company may sustain by reason of any such injury;

(B) In the event of any road or bridge in under over or attached to which any such apparatus is laid being diverted improved removed altered rebuilt widened or repaired as aforesaid in such manner as to render an alteration in the position of any such apparatus reasonably necessary or desirable the Company shall alter the position of the said apparatus and the works by which the same is carried in under over or attached to any such road or bridge as aforesaid in such manner as the county council or the county surveyor may reasonably direct;

(c) During any such diversion improvement removal alteration rebuilding widening or reparation of such road or bridge as aforesaid the county council shall afford to the Company all reasonable facilities for carrying such apparatus temporarily along the road or across any stream or river so as not to interrupt the continuous supply of gas or to diminish the pressure of such supply through such apparatus and the Company may carry such apparatus accordingly;

(D) The reasonable expenses incurred by the Company under the provisions of this subsection in altering the position of any apparatus except any expense incurred consequent upon the removal alteration rebuilding widening or repairing of a bridge shall be defrayed by the county council:

(4) All works of the Company to be executed under the powers of this Act so far as they affect any road or bridge shall be so executed by the Company as not to stop the traffic and so far as reasonably practicable as not in any way to impede or interfere with the traffic on any road or over any bridge and the Company shall not break up at any one time a greater length than two hundred yards of any road and where they break up any road in more places than one at any one time they shall leave an interval of fifty yards between the respective portions of road so broken up:

(5)—(A) Not less than one month before the county council commence to reconstruct the part of the main North Road between Chester-le-Street and Gateshead which is situate within the limits of supply (in this subsection called "the said road") in a more permanent manner by the use of reinforced concrete or otherwise they may give notice thereof to the Company and thereupon the provisions of this subsection shall apply;

(B) Before or during the reconstruction of the said road the Company shall if and when required by the county surveyor remove their apparatus which may be situate in or under the site of the said road as proposed to be reconstructed and shall relay the same or lay down apparatus in substitution therefor in such positions as the county surveyor may reasonably

A.D. 1916.

direct under the footpaths or at the sides of the said road;

(C) The reasonable expense actually incurred by the Company under paragraph (B) of this subsection in relation to any apparatus which was laid down before the service of a notice under this subsection shall be defrayed by the county council;

(D) If before the expiration of one month after the service of a notice by the county council under this subsection the Company shall give notice to the county council requiring them to provide ducts or other accommodation for pipes (including service pipes) across the said road and specifying the situation where such accommodation will be required the county council when reconstructing the said road shall provide such accommodation in accordance with the Company's requirements or if they consider that any such requirement is unreasonable in such manner and to such extent as may be determined by arbitration;

(E) From and after the service of a notice under paragraph (A) of this subsection the Company notwithstanding anything contained in any Act shall not break up or interfere with the said road except with the consent in writing of the county council under the hand of the county surveyor which shall not be unreasonably withheld (any dispute as to which shall be settled by arbitration) or except for the purpose of removing their apparatus under this subsection:

(6) If any difference at any time arises between the county council and the Company under this section such difference shall be referred to and settled by an arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to the reference.

For protection of North Eastern Railway Company.

30. The following provisions for the protection of the North Eastern Railway Company (hereinafter called "the railway company") shall unless otherwise agreed between the

Company and the railway company in writing apply and have effect:—

(1) All mains and pipes to be laid by the Company under the powers of this Act over or under any bridge of the railway company shall be carried over or under the same in such a way as not to interfere with the structure of any such bridge and all other mains and pipes to be laid by the Company under the powers of this Act which shall cross any railway of the railway company shall be laid under the same so as to cause as little interference as may be with such railway and so as to cause no avoidable interruption to the passage or conduct of the traffic thereon:

(2) In laying and maintaining any mains pipes or other works under the powers of this Act over upon or across or under any work or property of the railway company the Company shall with all reasonable despatch execute their works under the direction and superintendence and to the reasonable satisfaction of the engineer of the railway company and except in cases of emergency in accordance with plans drawings and specifications previously submitted to and approved by him and shall pay and make good to the railway company all loss damage and expense which the railway company shall sustain or be put to by or in consequence of the laying maintenance or user of the said mains pipes and other works or by or in consequence of the bursting of or any other accident to any main or pipe of the Company not due to the act or default of the railway company Provided that if for a period of twenty-one days after the delivery thereof the engineer of the railway company neglects or refuses to approve or signify his disapproval of the said plans drawings and specifications he shall be deemed to have approved thereof and if any difference shall arise with respect to such plans drawings and specifications it shall be determined as hereinafter provided Provided also that if the said engineer fails to give such direction or to superintend the works as aforesaid the Company may proceed without such direction or superintendence:

A.D. 1916.

(3) If at any time it is found necessary in order to enable the railway company to carry out any alterations or extensions of their railway or works that the position of such mains pipes or other works shall be altered the Company shall on receiving twenty-one days' notice in writing from the railway company so to do at their own cost with all reasonable despatch alter the position of the same so far as may be reasonably necessary to enable the railway company to carry out such alterations or extensions and the provisions of this section shall apply to the said mains pipes or other works in their altered position:

(4) If the railway company within fourteen days of the receipt of notice from the Company that they are about to carry out any of the works referred to in this section give to the Company notice in writing that they themselves desire to construct so much of the works or to carry out so much of the alterations of such mains pipes or other works as will affect any railway or work belonging to them the railway company may themselves execute such works and alterations and recover the reasonable cost thereof from the Company Provided that the railway company shall not in any way interfere with any works of the Company until they shall have made all such arrangements as the Company may reasonably require for preventing any loss or interruption in the supply of gas:

(5) Any difference arising between the Company and the railway company under this section shall be referred to and determined by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to the reference.

Purchase &c. of gas from other companies bodies and persons.

31. The Company may enter into and carry into effect contracts and agreements with any local authority company body or person supplying or authorised to supply gas within any area or limits of supply adjoining or near to the limits of supply for the time being of the Company and with any company body or person producing gas in connexion with the carrying

on of any works trade or business by such company body or person whether within or outside the limits of supply for the time being of the Company with reference to the purchase and taking by the Company of a supply of gas from any such local authority company body or person as aforesaid.

Further provisions as to contracts for supply of gas.

32. The Company may enter into any contract with any local authority company body or person for a supply of gas to any premises within the limits of supply for such purposes and subject to such terms and conditions as to price varying according to the purposes for which or the quantities in which the gas is to be supplied and otherwise as may be agreed upon between the Company and the authority company body or person taking such supply Provided that the Company shall not under the powers of this section give any preferential price as between any consumers who shall take a supply of gas from the Company for similar purposes in similar quantities and under similar conditions and circumstances.

Any allowance discount or rebate made or agreed to be made under any such contract as aforesaid which the Company may have entered into before the passing of this Act shall be deemed to have been made or agreed to be made under the powers of this section and shall be valid and have effect accordingly.

Reserve price on sale of stock.

33. Notwithstanding anything contained in section 19 (New stock to be offered by auction or tender) of the Act of 1901 it shall be lawful for the Company for the purpose of any sale by auction or tender of any stock created under that Act or this Act to fix such reserve price as they may think fit and so much of the said section as provides that the reserve price put upon the stock referred to in that section for the purpose of sale by auction or tender shall not be less than the nominal amount thereof shall be and the same is hereby repealed.

Disposal of stock offered by auction or tender and not sold.

34.—(1) As from the passing of this Act section 22 (Stock not sold by auction or by tender to be offered to holders of stock or gas consumers) of the Act of 1901 shall cease to apply and have effect and any stock created under the powers of the Act of 1901 or under the provisions of subsection (4) of the section of this Act of which the marginal note is "Additional debenture stock" and offered for sale by auction or tender

A.D. 1916.

under the provisions of the said section 19 of the Act of 1901 as amended by this Act and not sold may be offered at the reserve price to the holders of ordinary stock of the Company in accordance with the provisions of sections 18 19 and 20 of the Companies Clauses Act 1863 and to the employees of the Company and to the consumers of gas supplied by the Company in such proportions as the Company may think fit or to one or more of these classes of persons only Provided in the case of an offer to holders of stock that if the aggregate amount of stock applied for shall exceed the aggregate amount so offered as aforesaid the same shall be allotted to and distributed amongst the applicants as nearly as may be in proportion to the amounts applied for by them respectively.

(2) Any stock offered for sale in accordance with section 19 of the Act of 1901 as amended by this Act or under the provisions of this section and not sold may at the discretion of the directors be again offered for sale by public auction or tender in accordance with the provisions of the said section 19 as amended by this Act or may be otherwise disposed of at such price and in such manner as the directors may determine for the purpose of realising the best price obtainable.

Dividend on preference capital.

35.—(1) As from the passing of this Act the words "seven pounds" shall be deemed to have been inserted in section 15 (As to dividend on new preference capital) of the Act of 1901 instead of the words "four pounds" and the said section 15 shall be read and have effect accordingly.

(2) The provisions of the said section 15 as amended by this section shall apply only in the case of any preference stock created by the Company after the passing of this Act or created by the Company but not issued before the passing of this Act.

Rate of interest on debenture stock.

36. Notwithstanding anything contained in section 17 of the Act of 1901 or in any resolution relating to any debenture stock created by the Company but not issued before the passing of this Act any debenture stock created by the Company after the passing of this Act whether under this Act or any of the recited Acts and any debenture stock created by the Company before the passing of this Act but not issued shall bear interest at such rate not exceeding five per centum per annum as shall be prescribed by resolution of the Company in general meeting.

A.D. 1916.

Company may issue redeemable preference stock.

37.—(1) The Company may issue as redeemable preference stock any preference stock which they are by the Act of 1901 authorised to create and issue and which has not been issued before the passing of this Act and the resolution authorising the creation and issue or the issue as the case may be of such redeemable stock shall specify the terms and conditions on which such stock shall be redeemed.

(2) If it is so provided in the resolution under which any such redeemable preference stock (hereinafter in this section referred to as "redeemable stock") is created or issued as the case may be the Company may—

(A) Call in and pay off the redeemable stock or any part thereof at any time before the date for redemption; and

(B) Redeem the redeemable stock or any part thereof either by paying off the redeemable stock or by issuing to the holder thereof subject to his consent other stock in substitution therefor and may from time to time for the purpose of providing the necessary money for paying off the redeemable stock or of providing substituted stock create and issue new stock (either redeemable or irredeemable) or re-issue under the same or altered conditions redeemable stock originally issued or created and issued under this section.

(3) The provisions of sections 16 19 (as amended by this Act) 20 21 23 and 24 of the Act of 1901 and the section of this Act of which the marginal note is "Disposal of stock offered by auction or tender and not sold" shall apply to any preference stock created and issued for the purpose of providing money for paying off redeemable stock.

Additional debenture stock.

38.—(1) In addition to the amount which the Company are by the recited Acts authorised to raise by the creation and issue of debenture stock they may subject to the provisions of Part III. of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 raise by the creation and issue of debenture stock any sum or sums not exceeding in the whole three hundred and twenty thousand pounds and any debenture stock created under this subsection shall be created and issued as redeemable debenture stock and the resolution creating the same shall specify the terms and conditions on which the same shall be redeemed.

A.D. 1916.

(2) The Company may—

(A) Call in and pay off such redeemable debenture stock or any part thereof at any time before the date for redemption; and

(B) Redeem such redeemable debenture stock or any part thereof either by paying off such debenture stock or by issuing to the holder thereof subject to his consent other redeemable debenture stock in substitution therefor and may from time to time for the purpose of providing money for paying off such redeemable stock or of providing substituted stock create and issue new redeemable debenture stock or re-issue under the same or altered conditions redeemable debenture stock originally created and issued under this section.

(3) At the expiration of twenty-five years from the date of the first issue of any redeemable debenture stock under the preceding provisions of this section the powers of the Company to issue redeemable debenture stock under the said provisions shall cease and the redeemable debenture stock issued under the said provisions and then outstanding shall be redeemed and shall not be re-issued.

(4) For the purpose of enabling the Company to provide any moneys required for permanently paying off such redeemable debenture stock the Company may raise such sum or sums as may be necessary by the creation and issue of new ordinary stock or new preference stock or partly in one way and partly in the other and by the creation and issue of debenture stock.

The provisions of sections 12 to 17 19 to 21 and 23 to 25 inclusive of the Act of 1901 as amended by this Act and the section of this Act of which the marginal note is "Disposal of stock offered by auction or tender and not sold" shall apply and have effect as if the creation and issue of the new ordinary stock new preference stock and debenture stock under this subsection had been authorised by the Act of 1901:

Provided that one-fourth part of the amount of money raised by the Company under the provisions of this subsection shall be raised by the creation and issue of debenture stock.

Interest on all debenture stock to rank pari passu.

39. Notwithstanding anything contained in Part III. of the Companies Clauses Act 1863 the interest of all debenture stock created and issued by the Company under the Act of 1901 and

of all debenture stock at any time after the passing of this Act created and issued by the Company under this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the Acts of Parliament or resolutions by which the stock was authorised) Notice of the effect of this enactment shall be endorsed on all certificates of debenture stock issued under this Act.

Priority of debenture stock over other debts.

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

Application of money.

41. All money raised under this Act by the Company shall be applied only to the purposes of this Act and for the general purposes of the Company being in all cases purposes to which capital is properly applicable.

Transfer of stock in multiples of one pound.

42.—(1) Notwithstanding anything contained in the recited Acts any stock forming part of the capital of the Company and any debenture stock of the Company may be transferred in sums or multiples of one pound only.

(2) Section 15 (As to transfer of stock) of the Act of 1864 shall be and the same is hereby repealed.

Closing of transfer books previous topaying interest on debenture stock.

43.—(1) The directors may close the register of transfers of debenture stock for a period not exceeding fourteen days previous to each date at which the interest thereon shall be payable and may fix a day for closing the same of which seven days' notice shall be given by advertisement in a newspaper published or circulating within the limits of supply.

A.D. 1916

(2) Any transfer of debenture stock made during the time when the register of transfers of debenture stock is so closed shall as between the Company and the person claiming under the same but not otherwise be considered as made subsequently to the payment of such interest.

Exclusion of Statutory Companies (Redeemable Stock) Act 1915.

44. The Statutory Companies (Redeemable Stock) Act 1915 shall not apply to the Company.

Restriction as to raising money during war.

45. Notwithstanding anything in this Act the Company shall not raise or borrow any money under the powers of this Act or issue any debenture stock created but not issued before the passing of this Act during the continuance of the present war and twelve months thereafter unless the consent of the Treasury has been previously obtained.

Costs 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 and may in whole or in part be charged against revenue.

The SCHEDULES referred to in the foregoing Act. A.D. 1916.

THE FIRST SCHEDULE.

AGREEMENT made the twenty-seventh day of July one thousand nine hundred and sixteen between the NEWCASTLE-UPON-TYNE AND GATESHEAD GAS COMPANY (hereinafter called "the Gas Company") of the one part and PERCIVAL WENTWORTH BEWICKE of Foulmart Law Belsay in the county of Northumberland Esquire JOSEPH FREDERICK LAYCOCK of Wiseton Hall in the county of Nottingham a colonel in His Majesty's Army MAURICE RAYMOND PORTAL of Sandhoe High House Hexham in the county of Northumberland land agent and WALTER EVELYN MANNERS of 12 Chesterfield Street in the county of London Esquire carrying on business in partnership together under the style or firm of the Birtley Iron Company (hereinafter referred to as "the distributors" which expression shall where the context so admits or requires include their executors administrators and assigns) of the other part.

WHEREBY it is agreed as follows:—

1. The Gas Company shall upon the expiration of twelve calendar months after the termination of the present war commence to provide and lay down such main or mains as may be necessary to convey the gas hereinafter agreed to be supplied by them to the gasholders of the distributors at Birtley in the county of Durham and shall thereafter proceed with all reasonable despatch to lay and complete the said main or mains unless prevented by any strike or strikes of workmen whether employed by the Gas Company or any contractor of the Gas Company or any person or company supplying materials to the Gas Company or by any cause of any kind whatever not within the reasonable control of the Gas Company.

2. The Gas Company shall from and after the completion of the said main or mains maintain the same and daily during the continuance of this agreement unless prevented by war restraint of government or princes strike or lockout of workmen employed by the Gas Company

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A.D. 1916.

9. If the distributors shall fail from any cause whatever other than the default of the Gas Company to take from the Gas Company during each of two successive years of the term of this agreement twenty-five million cubic feet of gas the Gas Company may at any time within three calendar months after the end of the second of such successive years determine this agreement by giving six calendar months' notice in writing to that effect to the distributors.

10. This agreement shall continue for a term of thirty years from the first January one thousand nine hundred and seventeen but shall be determinable by the distributors at any time after the first five years of such term on the expiration of twelve calendar months' previous notice in writing to be given by them to the Gas Company.

11. If this agreement shall be determined under the provisions of either of the two last preceding clauses the distributors shall thereupon pay to the Gas Company the amount of the original capital cost incurred by the Gas Company in providing and laying the main or mains as hereinbefore provided subject to a deduction of three and a third per cent. of such cost for every complete year of the term of this agreement which shall have expired at the date of such determination but notwithstanding such payment the said main or mains shall continue to be the property of the Gas Company.

The expression "main or mains" shall include all compressing machinery valves or other apparatus and accessories necessary to be provided by the Gas Company for the purpose of conducting the supply of gas through such main or mains to the gasholders of the distributors and measuring the same as hereinbefore provided.

12. Upon the expiration or sooner determination of this agreement the Gas Company shall be at liberty to remove any meter and any portion of the said main or mains then maintained by them upon the property of the distributors and to exercise throughout the said parishes or townships all their powers of supply.

13. The distributors shall pay to the Gas Company for all gas supplied to the distributors under this agreement the gross price per thousand cubic feet (before allowing or deducting any discount) for the time being charged to the ordinary consumers of gas in the city and county of Newcastle-upon-Tyne and the county borough of Gateshead subject to the discount next hereinafter provided that is to say the Gas Company shall render an account to the distributors for the gas supplied by the Gas Company to the distributors during each quarter of a year ending the thirty-first March thirtieth June thirtieth September and thirty-first December in each year and if the distributors shall pay the amount of such quarterly account within

twenty-one days after the delivery of such account to the distributors they shall be entitled to a discount of twenty-five per cent. from such gross price.

14. Any dispute which may at any time arise between the parties out of this agreement shall be referred to and settled by a single arbitrator to be agreed upon between the parties or failing such agreement to be appointed by the Board of Trade on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

15. This agreement is conditional on the Bill now being promoted by the Gas Company in Parliament receiving the Royal Assent and on the said parishes or townships of Birtley Ouston and Urpeth (part of) being added to the Gas Company's existing limits of supply and on Parliament sanctioning this agreement with or without such modifications as Parliament may think fit but should Parliament require any modification to which either of the parties hereto objects either of the said parties shall thereupon be at liberty by notice in writing to the other to determine this agreement.

As witness the common seal of the Gas Company and the hands of the other parties hereto the day and year aforesaid.

The common seal of the Newcastle-upon-Tyne and Gateshead Gas Company was hereunto affixed in the presence of— } **L.S.**

W. R. PLUMMER, JAS. W. ELLIS } Directors.

THOS. WADDOM Secretary.

P. W. BEWICKE Capt.

J. F. LAYCOCK
By R. J. AYNSLEY his Attorney.

M. R. PORTAL
By THOMAS HARRISON his Attorney.

WALTER EVELYN-MANNERS.

A.D. 1916.

THE SECOND SCHEDULE.

LANDS ON WHICH THE COMPANY MAY MANUFACTURE GAS AND RESIDUAL PRODUCTS AND STORE GAS IN ADDITION TO THE LANDS ALREADY AUTHORISED TO BE USED FOR THOSE PURPOSES BY THE EXISTING ACTS RELATING TO THE COMPANY.

A piece of land belonging or reputed to belong to the Company containing 4,665 square yards or thereabouts situate in the parish and county borough of Gateshead in the county of Durham bounded on the west by land belonging or reputed to belong to the Company on the north partly by land belonging or reputed to belong to the Company and partly by land belonging or reputed to belong to the North Eastern Railway Company on the east partly by land belonging or reputed to belong to the Company and partly by land belonging or reputed to belong to the said railway company and on the south partly by land belonging or reputed to belong to the said railway company partly by land belonging or reputed to belong to the Company and partly by a street called Team Street.

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