CHAPTER lix.

An Act to incorporate the Riddings District Gas Company to confer powers on them with reference to the acquisition construction and maintenance of works the supply of Gas and for other purposes. [28th June 1888.]

A.D. 1888.

WHEREAS certain parts of the parishes of Alfreton in the county of Derby and Selston in the county of Nottingham forming the district hereinafter in this Act described or some part or parts thereof have been for some years past and are now supplied with gas from certain works (hereinafter referred to as "the old works") the property of Thomas Haden Oakes and Charles Henry Oakes trading under the firm of James Oakes and Company:

And whereas the demand for gas within the said district has of late years increased and is still increasing and it is expedient that better provision be made for supplying and lighting with gas the said district and that such supply be placed under the provisions of the Gas Works Clauses Acts 1847 and 1871 and of this Act:

And whereas the persons hereinafter named with others are willing at their own expense to undertake and provide for the supply of gas within the said district if authorised by Parliament so to do and are desirous of being incorporated into a Company with adequate powers for such purpose and it is expedient that they be incorporated accordingly:

And whereas Thomas Haden Oakes is or claims to be the owner in fee simple free from incumbrances of the piece of land described in the second schedule to this Act and the old works being inadequate to meet the growing demands of the said district gas works hereinafter called "the new works" are in course of construction thereon and it is intended to continue the supply of gas to the said district from the new works in substitution for the old works which are to be dismantled and thrown out of use for the purpose of the manufacture of gas:

A.D. 1888.

And whereas it is expedient that provisions should be made such as are in this Act contained with respect to the transfer of the new works to the Company incorporated by this Act and to such other matters as are in this Act provided for:

And whereas the objects 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 Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows that is to say:—

Short title.

1. This Act may be cited as the Riddings District Gas Act 1888.

Incorporation of general Acts.

2. The Companies' Clauses Consolidation Act 1845 and Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies' Clauses Act 1863 as amended by the Companies' Clauses Act 1869 the Lands Clauses Consolidation Act 1845 and the Lands Clauses Consolidation Acts Amendment Act 1860 (except the provisions of the former Act with respect to the purchase and taking of lands otherwise than by agreement and with respect to the entry upon lands by promoters of the undertaking) the Gas Works Clauses Act 1847 and the Gas Works Clauses Act 1871 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

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

The expression "the Company" means the Company incorporated by this Act:

The expression "the Riddings Gas Works" means and includes:—

(*a*) The freehold land described in the second schedule to this Act and the new works erected or in course of erection thereon;

(*b*) The use of the railway siding to be connected with the new works;

(*c*) The trunk main as laid through the iron works and lands of Thomas Haden Oakes and Charles Henry Oakes trading under the firm of James Oakes and Company and through the land held with or adjoining to Riddings House the property of Thomas Haden Oakes to the road leading from Riddings to Green Hill Lane and the main laid along or under the railway the property of the said firm leading from their iron works to Riddings Colliery and other subsidiary mains and pipes laid in or through the works and lands of the said firm and which

several mains are intended to be connected with the new works and the right to maintain repair enlarge and renew the said trunk main mains and pipes respectively with power for that purpose to enter upon any lands of the said Thomas Haden Oakes and Charles Henry Oakes or of the said firm of James Oakes and Company;

(*d*) The pipes services machinery plant tools implements meters fixed and unfixed and fittings belonging to the new works or heretofore used for the supply of gas from the old works and required for the like supply from the new works; and

(*e*) The stock in trade stores books documents maps plans agreements licenses powers rights easements privileges goodwill and right of supply of the said Thomas Haden Oakes and Charles Henry Oakes or the said firm of James Oakes and Company relating to or in any way connected with their gas undertaking and the old and new works or the supply of gas and residual products meters and fittings from such works respectively:

The expression "the owners" means the said Thomas Haden Oakes and Charles Henry Oakes and the members for the time being comprising the firm of James Oakes and Company and their respective heirs executors administrators and assigns and other the person or persons in whom the Riddings Gas Works are or at the date of the transfer thereof to the Company or subsequently thereto may be absolutely vested:

The expressions "the works" "the gas works" and "the undertaking" mean and include respectively the Riddings Gas Works and the gas works and works connected therewith by this Act authorised to be purchased made and maintained by the Company and any improvement or enlargement thereof which the Company may construct under the powers of this Act and the lands buildings estate right title property privileges effects and undertaking of the Company and every part thereof respectively:

And for the purposes of this Act the expression "Superior Courts" or "Court of Competent Jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith 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.

Limits of Act.

4. The limits of this Act shall comprise and include so much of the parishes of Alfreton South Normanton Pinxton and Codnor Park all in the county of Derby and of the parishes of Pinxton and Selston in the county of Nottingham as is comprised within the following limits or boundary that is to say:—An imaginary line commencing at and on the east side of the junction of the Midland

A.D. 1888. Railway with the Swanwick Colliery Railway near to the Hermitage Farm-house in the parish of Alfreton thence running in a northerly direction on the east side of the said Swanwick Colliery Railway to the north-east point of the level crossing of that railway in Sleetmore Lane and from the last-named point in a north-easterly direction in a straight line to a point 60 feet north of the Ordnance Bench mark 435·2 near to the old stone quarry on the north side of the Alfreton and Mansfield turnpike road in the parish of South Normanton thence in an easterly direction parallel with but 60 feet northward of the north side of the said Alfreton and Mansfield turnpike road to a point in the centre of the road leading to South Normanton from the said turnpike road 60 feet north of the junction of the two roads last aforesaid and from the last-named point in a south-easterly direction in a straight line to the Ordnance Bench mark 363·9 in or near to Sleights Lane in the parish of Pinxton and from the Ordnance Bench mark last aforesaid in a south-easterly direction in a straight line to the point of junction of the rails of the junction of the Great Northern Railway with a railway siding known as Palmerston Junction thence in a straight line easterly to a point 100 yards east of the said junction and from the point last aforesaid running parallel with but throughout eighty yards south or south-east of the Great Northern Railway to its junction with the Midland Railway at Langton Junction and of the Midland Railway from that junction to the boundary between the parishes of Selston and Kirkby (Nottinghamshire) and thence in a south-easterly direction along the boundary between the parishes of Selston and Kirkby to the point where the same boundary meets the boundary of the parish of Annesley (Nottinghamshire) thence in a southerly direction along the boundary between the parishes of Selston and Annesley to the point at Middle Brook where the boundaries of the parishes of Selston Annesley and Felley (Nottinghamshire) meet thence along the boundary between the parishes of Selston and Felley to a point in the said boundary at or near to Shipton Hill 60 feet south or south-east of the Derby and Mansfield Road thence south-westerly in a line parallel with but 60 feet south or south-east of the last-named road to the boundary between the parishes of Selston and Greasley thence following and identical with the same boundary (between the same parishes of Selston and Greasley) to the point in the River Erewash where the boundaries of the said three parishes of Selston Greasley and Codnor Park meet thence along and on the north and north-east side of the River Erewash to the east side of a bridge of the Midland Railway crossing the same river near to Codnor Park Junction thence on the north side of the curve of the said Midland Railway to the north side of the bridge of the said railway over the Cromford Canal at Ironville Junction thence in a

southerly and westerly direction along the north side of the said canal to the eastern mouth of the canal tunnel and from the point last aforesaid in a line due north until such line strikes and crosses the Midland Railway and thence on the northern side of the said railway to the point first named namely the junction of the said Midland Railway with the said Swanwick Colliery Railway the said limits being defined and included within a red line upon the Ordnance map signed in triplicate by the Most Noble Richard Duke of Buckingham and Chandos the Chairman of Committees of the House of Lords one copy of which is deposited in the office of the Clerk of the Parliaments another in the Private Bill Office of the House of Commons and the third is to be retained by the Company.

Incorporation of the Company.

5. Charles Horsley Edwin Goodhugh Fox Alfred Henry Baynes Thomas Haden Oakes and Charles Henry Oakes and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purposes hereinafter mentioned and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Riddings District Gas Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

General purposes of the Company.

6. The Company shall be established for the purpose of acquiring the Riddings Gas Works and making and maintaining the gas works and manufacturing gas and for supplying gas within the limits of this Act and for converting or utilising and distributing materials used in and about the manufacture of gas and residual products resulting from such manufacture and for dealing in and selling and disposing of gas lime coke tar and other residual products matters and things and for carrying on the business usually carried on by gas companies and for manufacturing purchasing hiring and supplying gas meters fittings and other apparatus and generally for carrying the powers of this Act into execution.

Confirming agreement for sale and purchase of Riddings Gas Works.

7. The agreement set forth in the first schedule to this Act except so far as the same is varied by or is inconsistent with this Act and especially as the same is varied by the previous section of this Act whereof the side note is "Limits of Act" is hereby confirmed and made binding on the owners and the Company respectively and shall be carried into full effect by them respectively as if the Company had been party thereto instead of Charles Horsley the person named therein and as if the same had been expressly enacted in this Act

A.D. 1888.

and the owners shall sell and transfer to the Company and the Company shall purchase the Riddings Gas Works as defined in the said agreement for the consideration and on the terms and conditions which are (except as aforesaid) in the said agreement set forth subject to such modifications if any not inconsistent with the provisions of this Act as may be agreed upon between the owners and the Company.

Transfer of undertaking by deed.

8. The sale and transfer of the Riddings Gas Works (in this Act referred to as the transfer to the Company) shall be carried into effect by a deed duly stamped and in which the consideration shall be fully set forth and within three months from the date of the transfer it shall be produced to the Commissioners of Inland Revenue and in default of such production the ad valorem stamp duty with interest at the rate of five pounds per centum per annum from the date of the deed shall be recoverable from the Company with full costs of suit and all costs and charges attending the same and on the execution of that deed the Riddings Gas Works and all causes of action belonging to the owners in respect thereof (save and except the gas rents for gas supplied up to the date of the transfer to the Company which rents and all causes of action in respect thereof shall belong to the owners) shall by virtue of that deed and of this Act be transferred to and vested in the Company and thenceforth the Company in their own name and for their own benefit shall have and hold the Riddings Gas Works and may enforce the causes of action aforesaid.

Power to use railway siding.

9. The Company may run over and use for all or any of the purposes connected with their undertaking the railway siding of the owners adjoining or contiguous to the gas works on such terms and conditions as may be agreed on between the owners and the Company or as in default of agreement may be settled by arbitration.

Capital.

10. The capital of the Company shall be thirty thousand pounds divided into three thousand shares of ten pounds each.

Fully paid up shares.

11. Simultaneously with the transfer to the Company so many fully paid up shares in the capital of the Company as shall represent so much of the consideration for the transfer to the Company as shall be agreed to be taken and paid in shares shall by virtue of the deed of transfer and of this Act be appropriated and issued to and vested in the owners and the Company shall within one month after the date of the transfer to the Company issue to the owners or their nominees certificates of the proprietorship of such shares.

Shares not to be issued until one-fifth part paid up.

12. Except the shares appropriated and issued and vested as aforesaid the Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or

corporation accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

Calls.

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

Receipts in case of persons not sui juris.

14. If any money be payable to any shareholder or proprietor being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company for the same.

Power to borrow.

15. The Company may from time to time borrow on mortgage of the undertaking any sum or sums not exceeding in the whole seven thousand five hundred pounds and of that sum they may borrow not exceeding two thousand five hundred pounds in respect of each ten thousand pounds of their capital by this Act authorised but no part of any such sum of two thousand five hundred pounds shall be borrowed until shares for the portion of capital in respect of which it is to be borrowed are bonâ fide issued and accepted and one-half of such portion of capital is paid up and the Company have proved to the Justice who is to certify under the fortieth section of the Companies' Clauses Consolidation Act 1845 (before he so certifies) that shares for such portion of capital have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such Justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proofs aforesaid have been given which certificate shall be sufficient evidence thereof: Provided always that the fully paid up shares by the section of this Act whereof the side-note is "Fully paid up shares" authorised to be appropriated to and vested in the owners as the whole or part of the consideration for the transfer to the Company shall be deemed to have been fully paid up by the owners and such owners shall be deemed to be legally liable for the same within the meaning of this section.

A.D. 1888.

As to conversion of borrowed money into capital.

16. The Company shall not have power to raise the money by this Act authorised to be borrowed on mortgage or by the issue of debenture stock or any part thereof by the creation of shares or stock instead of borrowing or to convert into share capital any money borrowed under the provisions of this Act unless in either case all dividends upon the shares or stock are limited to a rate not exceeding five pounds per centum per annum.

For appointment of a receiver.

17. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than one-tenth part of the whole amount for the time being owing by the Company upon mortgage of the undertaking.

Debenture stock.

18. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies' Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock or mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

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

Ordinary meetings.

20. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act and the subsequent ordinary meetings of the Company shall be held half-yearly in the months of February and August in each year or at such other stated periods as shall be appointed for that purpose by an order of a general meeting.

Votes at meetings.

21. At all general meetings of the Company every shareholder shall have one vote for every share held by him and every holder of stock (not being debenture stock) shall have one vote for every ten pounds of such stock held by him.

Number of directors.

22. The number of directors shall be five but the Company may from time to time reduce or again increase the number provided that the number be not less than three nor more than five.

Qualification of directors.

23. The qualification of a director shall be the possession in his own right of not less than twenty shares or not less than two hundred pounds of original capital or other stock (not being debenture stock).

Quorum of directors.

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

First directors.

25. Charles Horsley Edwin Goodhugh Fox and Alfred Henry Baynes and after the date of the transfer to the Company Thomas Haden Oakes and a duly qualified person to be nominated by him and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held in the year next after the passing of this Act. At that meeting the shareholders present in person or by proxy may subject to the power of reducing the number of directors herein contained either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to fill up the number of directors or to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being (if qualified) eligible for re-election and at the first ordinary meeting to be held in every year thereafter the shareholders present in person or by proxy shall elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies' Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died nor resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Election of directors.

Contracts not to disqualify for office of director.

26. Any contract to be made under this Act with any local board corporation or public body shall not disqualify any of the members of such local board corporation or public body for the office of director of the Company and no director or shareholder of the Company shall be disqualified for the office of director of the Company by reason of any contract between him and the Company for any loan of money to the Company but no director of the Company being a member of any such local board corporation or public body shall vote upon any question with reference to any contract with such local board corporation or public body.

Auditors need not be shareholders.

27. It shall not be necessary for the auditors appointed by the Company to hold shares in the capital of the Company.

Power as to construction and maintenance of gas works &c.

28. Subject to the provisions of this Act the Company may from time to time maintain alter improve enlarge extend and renew or discontinue the gas works upon the land described in the second schedule to this Act or any part thereof and they may also erect lay down provide and from time to time maintain alter improve enlarge

A.D. 1888.

extend and renew or discontinue additional and other gas works retorts gasholders receivers purifiers drains sewers mains pipes meters lamps lamp-posts burners stopcocks machinery and other works apparatus and conveniences and may do all such acts as they may think proper for making and storing gas and coke and other residual products obtained in the manufacture of gas and matters producible therefrom and for supplying gas within the limits of this Act and may make store and supply gas accordingly and may manufacture convert store sell purchase provide supply and deal in coke tar pitch asphaltum ammoniacal liquor oil and all other products or residuum of any materials employed in or resulting from the manufacture of gas and matters producible therefrom and also meters fittings tubes pipes burners and other articles and things in any way connected with gas works or with the supply use or consumption of gas for any purpose as they may from time to time think fit and they may also from time to time erect fit up maintain and let houses cottages and dwellings for the officers and servants employed by the Company for the purposes of their undertaking.

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

29. The Company as they from time to time think fit may manufacture purchase provide supply sell let for hire use and otherwise deal in fit up alter remove and refix fittings engines stoves ranges pipes and other apparatus and appliances for lighting for motive power for the warming and ventilating of houses and buildings the cooking of food and for all other purposes for which gas can or may be used. Any such letting for hire may be for such rent or remuneration in money and on such terms with respect to the repair of articles and fittings let and for securing the safety and return to the Company of such articles and fittings and otherwise as may be agreed upon between the Company and the persons to or for whom the same are sold supplied set fixed up altered or removed.

Further powers as to electricity.

30. The Company if they think fit may under the provisions of the Electric Lighting Act 1882 or any other Act for the time being in force with respect to the supply of electricity make application for a provisional order or license to produce and supply electricity for public and private purposes and if such provisional order or license be obtained may produce and within the limits authorised by such provisional order or license supply electricity for public and private purposes and construct and acquire such works patented or protected processes inventions licenses rights machinery apparatus methods materials and things and enter into such contracts and generally do all such acts and things as may be necessary and incidental to such production and supply and any moneys raised under this Act may be employed for the foregoing purposes including the defraying of the costs of any such application as aforesaid.

Supply of gas for heating cooking and other purposes.

31. The Company may within the limits of this Act supply gas for heating cooking motive power warming ventilating and other purposes and for the particular requirements of any trade industry manufacture or business and may do all things needful therefor on such terms and conditions in all respects as may be agreed on between the Company and the party to whom such supply shall be given.

Power to take licenses.

32. Subject to the provisions of this Act the Company may (but only for the purposes of the Company within the limits of this Act and not so as to acquire an exclusive right therein) contract for take and use any leave license or authority to work use or exercise or put in practice any invention under any letters patent heretofore made or hereafter to be made granting any right or privilege of working using or vending any invention in relation to the manufacture or distribution of gas or the conversion manufacture or utilisation of the products obtained from the manufacture of gas or the materials used therein or in relation to the manufacture of meters and other fittings apparatus and things in which the Company are authorised in any way to deal.

Power to purchase lands by agreement.

33. The Company may for the purposes of their undertaking purchase take and hold (by agreement but not otherwise) in addition to the land described in the second schedule to this Act any lands and hereditaments within their limits of gas supply not exceeding in the whole five acres which the Company may from time to time require for the purposes of their works and undertaking but no lands shall be used by the Company for the purpose of manufacturing gas or residual products except the land described in the second schedule to this Act.

Gas not to be manufactured except on land in schedule.

Not to take houses of labouring class without consent of Local Government Board.

34. The Company shall not under the powers of this Act without the consent of the Local Government Board purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers. For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

A.D. 1888.

Company may sell or lease lands not required.

35. The Company may from time to time sell or lease for any term not exceeding seven years any lands vested in or acquired by them and which may not be required for the purposes of the Company.

Power to lay pipes against buildings.

36. The Company with the consent of the owner and occupier of any building may lay any pipe branch or any 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 such building a proper and complete supply of gas for any purpose and for measuring and ascertaining the extent of such supply and may from time to time with the like consent repair replace alter discontinue and remove any such pipe branch or apparatus.

Accounts may be made up half yearly.

37. Notwithstanding anything contained in the thirty-fifth section of the Gas Works Clauses Act 1871 the Company may make up and forward to the local authority half yearly statements of accounts made up to the 30th day of June and the 31st day of December respectively instead of the annual statements mentioned in the said section.

Price of gas.

38. The price to be charged by the Company for gas supplied by them to persons who shall burn the same by meter shall not at any time exceed four shillings per one thousand cubic feet.

Pressure of gas.

39. All gas supplied by the Company to any consumer of gas shall be supplied at such pressure as to balance from midnight to sunset a column of water not less than six-tenths of an inch and from sunset to midnight not less than eight-tenths of an inch in height at the main as near as may be to the junction therewith of the service pipes supplying such consumer and any gas examiner appointed under the Gas Works Clauses Act 1871 may subject to the terms of his appointment from time to time test the pressure at which the gas is supplied and may for that purpose open any street road passage or place vested in or under the control of any local or road authority and the provisions of the Gas Works Clauses Act 1871 with reference to testing of gas and to penalties shall mutatis mutandis apply to such testing of pressure and two hours' previous notice shall be given to the Company of the time and place at which such testing shall be conducted.

Quality of gas.

40. The prescribed number of candles shall be fourteen.

Testing place.

41. Within one year from the passing of this Act a testing place shall be provided upon some part of the works or lands of the Company.

Burner.

42. The prescribed burner shall be the burner known as Sugg's London Argand Burner No. 1 and with a glass chimney six inches long by one and three fourths of an inch in diameter but if at any time the gas flame tail over the top of that glass a six inch by two inch chimney shall be used.

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

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

Agreements with sanitary authorities and others.

44. The Company may from time to time enter into and carry into effect agreements with any sanitary authority local board or other local authority corporation or person within the limits of this Act for or with respect to a supply of gas by the Company in bulk or otherwise to such sanitary authority local board local authority corporation or person and any matters incidental thereto and the agreements respectively may be for such times and for such remuneration and on such terms and conditions whatsoever as the contracting parties think fit.

Notice of discontinuance.

45. A notice to the Company from a consumer for the discontinuance of a supply of gas shall not be of any effect unless it be in writing and be left at the principal office for the time being of the Company.

Representation of the Company in bankruptcy &c.

46. In proceedings under any bankruptcy or assignment for the benefit of creditors or deed of composition or arrangement the secretary of the Company or any person appointed by three directors by writing under their hands may represent the Company and shall be competent to act for the Company and his acts and omissions shall bind the Company in all respects as if the claim or demand of the Company in such proceedings were the personal claim or demand of such secretary or person and not of the Company.

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

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

Period of error in defective meters.

48. In the event of any meter used by a consumer of gas being tested in manner provided by the Act passed in the session of Parliament held in the twenty-second and twenty-third year of the reign of Her present Majesty intituled "An Act for regulating measures used in sales of gas" and being proved to register

A.D. 1888.

erroneously within the meaning of the said Act such erroneous registration shall be deemed to have arisen only during the current quarter of the year in which the said meter shall be so tested unless the contrary shall be proved to the satisfaction of the inspector testing the said meter under the said Act.

The amount of the allowance to be made to or of the surcharge to be made upon the consumer by the Company in pursuance of the certificate of the inspector shall be paid by or to the Company to or by the consumer as the case may be and shall be recoverable in any court of competent jurisdiction for the recovery of debts of like amount.

Liability to gas rent &c. not to disqualify justice &c.

49. A justice or a judge of any court shall not be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any gas rent or meter rent rate or charges under this Act or of his being a shareholder of the Company.

Contents of summons &c.

50. Any summons or warrant issued for any of the purposes of this Act may contain in the body thereof or in a schedule thereto several sums.

Costs of distress.

51. 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 be paid by the person liable to pay such money and in that case such costs shall be ascertained by the justice and shall be included in the warrant of distress.

Penalties not cumulative.

52. Penalties imposed under this Act and the Acts wholly or in part incorporated herewith for one and the same offence shall not be cumulative.

Expenses of Act.

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

The FIRST SCHEDULE hereinbefore referred to.

Agreement made the fourth day of February one thousand eight hundred and eighty-eight between Thomas Haden Oakes of Riddings House Alfreton Derbyshire Esquire J.P. and Charles Henry Oakes of Riddings Alfreton aforesaid Esquire trading in co-partnership together under the firm of James Oakes & Co. as owners of iron works and collieries and hereinafter called the vendors of the one part and Charles Horsley of Woodstock House 174 Highbury New Park Middlesex Esquire J.P. as trustee for an intended Company proposed to be incorporated under the title of the Riddings District Gas Company hereinafter called the trustee of the other part Whereas the vendors are the owners of gas works situate within the boundaries of their iron works at Alfreton aforesaid from which for some years past gas has been supplied as well to the said iron works and the vendors' collieries as to districts adjoining thereto respectively and comprising parts of the parishes of Alfreton in the county of Derby and Selston in the county of Nottingham And whereas the demand for gas within the said districts is increasing and the vendors are now constructing new gas works on another site not within the boundaries of their said iron works and it is expedient that the supply of gas within the limits hereinafter defined should be undertaken by a company incorporated by Act of Parliament for that purpose and the vendors are willing to transfer their gas undertaking to a company so incorporated and upon the terms hereinafter appearing Now it is hereby agreed between the parties hereto as follows:

1. The vendors will at their own expense in the next ensuing session promote a Bill in Parliament for incorporating themselves and others as a Company under the title of the Riddings District Gas Company or such other title as shall be approved by them with a capital of £30,000 divided into 3,000 shares of £10 each for the purpose (inter alia) of manufacturing and supplying within the limits defined in the first schedule hereto gas of a quality not exceeding 14 candles at a price of not less than 4s. per 1,000 cubic feet for gas supplied.

2. The vendors will upon the land described in the second schedule hereto construct and complete the gas works now in course of construction thereon and for that purpose perform and do to the satisfaction of Mr. R. P. Spice of 21 Parliament Street Westminster or in the event of his death illness or refusal or inability to act of such gas engineer as shall be mutually agreed or failing agreement as shall be appointed by the president for the time being of the Institution of Civil Engineers the several works and things set forth in the specification thereof identified by the signature of the said Mr. R. P. Spice and the parties hereto in such time as that the said works shall be on or before the twenty-ninth day of September 1888 complete perfect and in good working order and full use for the manufacture and distribution in the best and most economical manner of gas of the quality in the next preceding article mentioned.

A.D. 1888.

3. Subject to the incorporation of the intended Company by the proposed Bill the vendors will sell and convey to the Company free from incumbrances and the Company will buy at the agreed price of £18,000 the following:—

(*a*) The piece of land described in the second schedule hereto and the dwelling house intended as a manager's house and other buildings (including in such buildings a retort house coal store engine room and gas holder and tank) already erected thereon with the right to manufacture and store gas thereon.

(*b*) The gas works partly erected and now in course of construction on the said piece of land completed and in good working order and full use according to the terms of the second article of these presents and with such quantity of gas manufactured and stored in the holder or holders attached to the said works as shall be sufficient to furnish for twenty-four consecutive hours after the transfer of the said gas works an adequate supply of gas to the iron works and collieries of the vendors and the private consumers supplied by them.

(*c*) The gas holder situate within the said iron works and now in use for the supply of gas from the existing gas works with the columns and girders appurtenant thereto and with the right of user of the said gas holder in its present tank for seven years from the completion of the sale to the said Company who during the said seven years are to keep the said gas holder in repair and at or before the expiration of the said seven years are to remove the materials of the said gas holder and the accessories thereof other than the said tank at their own expense they the Company meantime having (as is hereby agreed) all needful rights of access to the vendors' premises for the purposes aforesaid.

(*d*) The right to use the railway siding which connects the vendors' works and premises with the Midland Railway and which siding (as is hereby agreed) is to be extended to the gas works now in course of construction and is thereafter to be maintained by the vendors at their own expense for all purposes of the Company on terms and subject to regulations to be agreed between the vendors and the Company or failing agreement to be prescribed by the president for the time being of the Institution of Civil Engineers or an engineer to be nominated and appointed by him.

(*e*) All the mains pipes valves services lamp posts lamps lanterns fittings and meters fixed or unfixed tools implements apparatus and office furniture used or to be used for the manufacture and distribution of gas from the existing gas works with the right of maintaining repairing and replacing the trunk and other mains and pipes now in and about the iron works collieries lands and premises of the vendors or either of them or which shall be in and about the same on the twenty-ninth day of September one thousand eight hundred and eighty-eight (including the trunk main as laid through the respective lands of the said firm and of the said Thomas Haden Oakes to the road leading from Riddings to Green Hill Lane and the main leading under or along the railway which runs from the iron works of the said firm to Riddings Colliery) and of access to the said iron works collieries lands and premises for the purpose of such maintenance repair and replacement as aforesaid.

(*f*) The gas undertaking of the vendors and goodwill of the business as a going concern carried on by them as manufacturers and distributors of gas

and the vendors' books of account (if any) relating exclusively to the said gas works to the inspection of which books when delivered over the vendors are to be entitled at all reasonable times the Company on the other hand to be entitled to a like inspection of such books (if any) as containing entries relating not exclusively to the gas works shall be retained by the vendors and which respective books shall be duly preserved by the person or Company having custody thereof accidents excepted.

(*g*) All rights of way easements and other rights acquired by the vendors and enjoyed by them in connection with and for the purpose of their gas supply and all existing contracts for the supply of gas by meter or otherwise.

4. The said price of £18,000 shall be satisfied by the allotment to and acceptance by the vendors of 1,800 fully paid up shares of the Company simultaneously with the conveyance and transfer to and possession by the Company of the premises as mentioned in Article 3 of these presents and from the date of such conveyance and possession the vendors shall cease the supply of gas from their existing gas works and the Company shall be entitled to the receipt of all rents and moneys for gas thereafter supplied from the gas works now in course of construction (hereinafter called the new gas works) and for the purpose of ascertaining such gas rents readings of the meter indices of consumers supplied by meter shall be taken by a person to be mutually agreed by the vendors and the Company or by two persons one appointed by the vendors and the other by the Company who before entering on their duties shall appoint a third person to arbitrate and determine any difference between them.

5. The sale and purchase of the premises hereinbefore agreed to be sold and purchased shall be completed on or as of the twenty-ninth day of September one thousand eight hundred and eighty-eight when the said gas works now in course of construction shall be delivered over by the vendors to the possession of the Company complete according to the said specification in good and full working order and with a storage of gas sufficient to supply the vendors' iron works and collieries and their private consumers for twenty-four hours continuously and failing completion on that day from any cause whatever the vendors (who shall meantime continue the manufacture distribution and supply of gas as heretofore accustomed) shall continue the manufacture distribution and supply of gas from the old works or the new works when completed as agents for the Company and the vendors shall guarantee (as principal debtors and not as sureties) the payment from the twenty-ninth day of September one thousand eight hundred and eighty-eight until actual completion of the sale and purchase of a dividend of not less than £5 per cent. per annum on the paid up capital of the Company for the time being including the vendors' shares which are however not to be allotted to the vendors until such actual completion but then the vendors shall be credited in account with their proportion of the profits made by the Company in respect of their said shares.

6. The number of the directors of the intended company shall not exceed five of whom the said Charles Horsley shall be chairman and Edwin Fox of Gresham Street London and Alfred Henry Baynes of Spencer Park Wandsworth Common Surrey shall be first directors and after the completion of the purchase the said Thomas Haden Oakes alone or at his option he and

A.D. 1888.

one other duly qualified person who shall be nominated by the vendors shall be additional directors.

7. The Bill to be promoted by the vendors shall contain such clauses and provisions as shall be approved by the parties hereto and shall be sanctioned by the Houses of Parliament and this agreement shall if need be be scheduled to and confirmed by the said Act unless its terms shall be embodied therein or otherwise provided for thereby. The terms of this agreement may be varied in order to conform to any requirements of either House of Parliament but the vendors shall be at liberty to withdraw from the promotion of the said Bill at any time.

8. The trustee who is made a party to these presents for the purpose of the vendors contracting with him as aforesaid shall incur no personal liability or responsibility of any sort by reason of his being so made a party by reason of any default or omission on his part to enforce the vendors' engagements or any of them. As witness the hands of the parties hereto.

The FIRST SCHEDULE referred to in this Agreement.

The limits of the Company for the supply of gas shall comprise and include so much of the parishes of Alfreton South Normanton Pinxton and Codnor Park all in the county of Derby and of the parishes of Pinxton and Selston in the county of Nottingham as is comprised within the following limits or boundary that is to say an imaginary line commencing at and on the east side of the junction of the Midland Railway with the Swanwick Colliery Railway near to the Hermitage Farm-house in the parish of Alfreton thence running in a northerly direction on the east side of the said Swanwick Colliery Railway to the north-east point of the level crossing of that railway in Sleetmore Lane and from the last-named point in a north-easterly direction in a straight line to a point 60 feet north of the Ordnance Bench mark 435·2 near to the Old Stone Quarry on the north side of the Alfreton and Mansfield turnpike road in the parish of South Normanton thence in an easterly direction parallel with but 60 feet northward of the north side of the said Alfreton and Mansfield turnpike road to a point in the centre of the road leading to South Normanton from the said turnpike road 60 feet north of the junction of the two roads last aforesaid and from the last-named point in a south-easterly direction in a straight line to the point where the boundaries of the said parishes of Alfreton Pinxton and Selston meet thence in an easterly direction along the boundary between the parishes of Pinxton and Selston to the point where the boundaries of the parishes of Pinxton Selston and Kirkby (Nottinghamshire) meet and thence in a south-easterly direction along the boundary between the parishes of Selston and Kirkby to the point where the same boundary meets the boundary of the parish of Annesley (Nottinghamshire) thence in a southerly direction along the boundary between the parishes of Selston and Annesley to the point at Middle Brook where the boundaries of the parishes of Selston Annesley and Felley (Nottinghamshire) meet thence along the boundary between the parishes of Selston and Felley to a point in the said boundary at or near to Shipton Hill 60 feet south or south-east of the Derby and Mansfield

road thence south-westerly in a line parallel with but 60 feet south or south-east of the last-named road to the boundary between the parishes of Selston and Greasley thence following and identical with the same boundary between the same parishes of Selston and Greasley to the point in the River Erewash where the boundaries of the said three parishes of Selston Greasley and Codnor Park meet thence along and on the north and north-east side of the River Erewash to the east side of a bridge of the Midland Railway crossing the same river near to Codnor Park Junction thence on the north side of the curve of the said Midland Railway to the north side of the bridge of the said railway over the Cromford Canal at Ironville Junction thence in a southerly and westerly direction along the north side of the said canal to the eastern mouth of the canal tunnel and from the point last aforesaid in a line due north until such line strikes and crosses the Midland Railway and thence on the northern side of the said railway to the point first named namely the junction of the said Midland Railway with the said Swanwick Colliery Railway.

The SECOND SCHEDULE before referred to in this Agreement.

A piece or parcel of land containing 3A. 3R. 21P. or thereabouts situate in the parish of Alfreton in the county of Derby bounded on the south-east by the Pinxton branch of the Cromford Canal (belonging or reputed to belong to the Midland Railway Company) on the south-west by the Alfreton and Nottingham turnpike road on the north and north-west by the railway siding which leads from the iron works and collieries of the said firm of James Oakes and Company to the Midland Railway and on the east by land belonging or reputed to belong to the said Thomas Haden Oakes or the said firm of James Oakes and Company.

Witness to the signature of the said
Thomas Haden Oakes
J. H. Powell
No. 1 Full Street
Derby
Solicitor.

Thomas Haden Oakes.

Witness to the signature of the said
Charles Henry Oakes
J. H. Powell
No. 1 Full Street
Derby
Solicitor

Charles Henry Oakes.

Witness to the signature of the said
Charles Horsley
Charles A. Bannister
70 Basinghall Street
London
Solicitor.

Charles Horsley.

A.D. 1888.

The SECOND SCHEDULE.

A piece or parcel of land containing 3A. 3R. 21P. or thereabouts situate in the parish of Alfreton in the county of Derby bounded on the south-east by the Pinxton branch of the Cromford Canal (belonging or reputed to belong to the Midland Railway Company) on the south-west by the Alfreton and Nottingham turnpike road on the north and north-west by the railway siding which leads from the iron works and collieries of the firm of James Oakes and Company to the Midland Railway and on the east by land belonging or reputed to belong to Thomas Haden Oakes or the said firm of James Oakes and Company.

London: Printed for Her Majesty's Stationery Office,
By Eyre and Spottiswoode, Printers to the Queen's most Excellent Majesty.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, East Harding Street, Fleet Street, E.C.; or
ADAM AND CHARLES BLACK, 6, North Bridge, Edinburgh; or
HODGES, FIGGIS, & Co., 104, Grafton Street, Dublin.