CHAPTER xcvii.

An Act to enlarge and alter the powers and obligations of the Sheffield Gas Company with respect to the purchase and supply of coke oven gas to extend the Company's limits of supply to increase their borrowing powers and for other purposes. [31st July 1931.]

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WHEREAS the Sheffield Gas Company were incorporated by the Sheffield Gas Act 1855 by the name of the Sheffield United Gas Light Company and by the Sheffield Gas (Consolidation) Act 1929 all former Acts and Orders of the Company were repealed and the provisions thereof were consolidated in that Act:

And whereas by Part VII of the said Act of 1929 the Company are empowered to enter into and carry into effect contracts and agreements with any company body or persons producing coke oven gas within the limits defined in subsection (4) of section 67 of that Act (hereinafter referred to as "the existing coke oven gas limits") with reference to the purchase and taking by the Company of a supply of coke oven gas whether in bulk or otherwise and to supply coke oven gas by agreement to any authority company or person within the Company's limits of supply subject to the restrictions mentioned in that Act and for those purposes to lay mains pipes and culverts within the existing coke oven gas limits:

[*Price* 2*s*. 6*d*. *Net*.]

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And whereas by the said Act of 1929 certain obligations are placed on the Company to supply coke oven gas in bulk to gas undertakers within the existing coke oven gas limits and other provisions are enacted with respect to the purchase conveyance and supply of coke oven gas by the Company :

And whereas there are available supplies of coke oven gas produced within an area adjoining the existing coke oven gas limits but not being fully utilised and it is expedient that the Company's coke oven gas limits be extended and further powers and obligations be placed on the Company with respect to the purchase and supply of coke oven gas as by this Act provided and that other provisions be enacted with respect to the Company's coke oven gas business as in this Act contained :

And whereas it is expedient to extend the Company's limits of supply as by this Act provided :

And whereas the existing ordinary capital of the Company consists of £1,736,968 ordinary stock and the Company are authorised to raise but have not raised additional capital up to the amount of £600,000 by the creation and issue of new ordinary shares or stock and of preference shares or stock :

And whereas by the Gas Undertakings Act 1929 the Company are authorised to borrow for the purposes of their undertaking on mortgage of their undertaking or by the creation and issue of debenture stock any amount not exceeding one-half of the aggregate amount of the paid-up share capital for the time being of their undertaking and of any premiums paid in respect thereof and it is expedient to increase the amount which may be borrowed by the Company as by this Act provided :

And whereas it is expedient that the other provisions of this Act be enacted :

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 :— A.D. 1931.

PART I.

PRELIMINARY.

Short and collective titles.

1.—(1) This Act may be cited as the Sheffield Gas Act 1931.

(2) The Sheffield Gas (Consolidation) Act 1929 and this Act may be cited together as the Sheffield Gas Acts 1929 and 1931.

Division of Act into Parts.

2. This Act is divided into Parts as follows :—

Part I.—Preliminary.

Part II.—Extension of limits of supply.

Part III.—Coke oven gas.

Part IV.—General financial provisions.

Part V.—Miscellaneous provisions.

Incorporation of Acts.

3. The following enactments so far as applicable to the purposes of this Act and not inconsistent with the provisions of the Sheffield Gas Acts 1929 and 1931 are hereby incorporated with this Act :—

The Lands Clauses Acts except the provisions thereof with respect to the purchase and taking of lands otherwise than by agreement and with respect to the entry upon lands by the promoters of the undertaking and section 127 of the Lands Clauses Consolidation Act 1845 relating to the sale of superfluous lands;

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the borrowing of money by the Company on mortgage or bond;

Part III (Debenture stock) of the Companies Clauses Act 1863;

The Gasworks Clauses Act 1847 except the provisions thereof with respect to the amount of profit to be received by the undertakers when the gasworks are carried on for their benefit; and

The Gasworks Clauses Act 1871.

Interpretation.

4. In this Act the several words and expressions to which meanings are assigned by the Gasworks Clauses Act 1847 or by the Gas Undertakings Acts 1920 and 1929

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(other than the expression "local authority") shall have the same respective meanings unless there be something in the subject or context repugnant to such construction And unless the subject or context otherwise requires—

"The Company" means the Sheffield Gas Company;

"The Act of 1929" means the Sheffield Gas (Consolidation) Act 1929;

"The undertaking" "the Dronfield limits" "the corporation" "local authority" "the directors" "the elected directors" "the net revenue account" and "coke oven gas" have the respective meanings assigned to those expressions by the Act of 1929;

"The limits of supply" and "the Company's limits of supply" both mean the limits within which the Company are for the time being authorised to supply gas but do not include any area in which the Company are authorised to supply coke oven gas only;

"The added part of Wortley" means the portions of the rural district of Wortley which are added by this Act to the limits of supply;

"The coke oven gas limits" means the limits defined in the Second Schedule to this Act;

"The coke oven gas network" means the system of mains pipes and culverts laid by the Company after the passing of this Act under the powers of Part VII (Coke oven gas) of the Act of 1929 and Part III of this Act for the purposes of obtaining and conveying coke oven gas and supplying such coke oven gas to other gas undertakers in bulk or directly to consumers within or without the limits of supply or passing such coke oven gas into the Company's system of distribution mains or storage works and includes—

(i) all mains pipes and culverts up to the respective points where the coke oven gas is supplied to other gas undertakers in bulk or directly to consumers within or without the limits of supply or is passed into the Company's system of distribution mains or storage works; and

(ii) all other works of the Company ancillary to such first-mentioned system and used for the purpose of enabling coke oven gas to be so obtained conveyed and supplied or passed;

but does not include any mains pipes and culverts laid by the Company after the passing of this Act in substitution for mains pipes and culverts laid by them before the passing of this Act under the powers of Part VII (Coke oven gas) of the Act of 1929 or the former enactments superseded by that Part;

"Coke oven gas taken by the Company from the coke oven gas network" means coke oven gas supplied from the coke oven gas network directly to consumers in the limits of supply and coke oven gas passed from the coke oven gas network into the Company's system of distribution mains or storage works;

"The coke oven gas business" means the business of providing and maintaining the coke oven gas network and purchasing or obtaining coke oven gas and conveying coke oven gas through the coke oven gas network and supplying coke oven gas from the coke oven gas network to other gas undertakers in bulk and directly to consumers within or without the limits of supply and passing coke oven gas from the coke oven gas network into the Company's system of distribution mains or storage works;

"The network capital expenditure" means the expenditure incurred by the Company on capital account for the purpose of or in connection with the coke oven gas network and shall include two-thirds of the costs charges and expenses referred to in the final section of this Act;

"Area of supply" in relation to any gas undertakers other than the Company means the area within which those undertakers are by any Act of Parliament or Order having the force of an Act authorised for the time being to supply gas to ordinary consumers;

"Inside gas undertakers" means any gas undertakers (other than the Company) whose area of supply is within or partly within the coke

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oven gas limits and the Royston (Yorks) and District Gas Company Limited;

"The West Riding County Council" means the county council of the west riding of Yorkshire;

"The Rotherham Corporation" means the mayor aldermen and burgesses of the county borough of Rotherham;

"The South Yorkshire Company" means the South Yorkshire Gas Grid Company Limited;

"The scheduled agreement" means the agreement made between the Company and the South Yorkshire Company dated the twenty-ninth day of May nineteen hundred and thirty-one and set forth in the Third Schedule to this Act.

PART II.

EXTENSION OF LIMITS OF SUPPLY.

Extension of limits of supply.

5. On and after the passing of this Act the limits of supply shall extend to and include (in addition to the limits defined in the Second Schedule to the Act of 1929) the limits defined in the First Schedule to this Act and accordingly all the provisions of the Act of 1929 shall (except as in this Act otherwise expressly provided) have effect as if the expression "the limits of supply" wherever used in that Act included both the limits defined in the Second Schedule to that Act and the limits defined in the First Schedule to this Act.

Special provisions as to added part of Wortley.

6.—(1) Notwithstanding anything in this Act the provisions of the following sections of the Act of 1929:—

Section 41 (Extension of mains when required by corporation &c.);

Section 42 (Extension of mains to be approved by corporation);

Section 43 (Company to lay pipes for lighting buildings);

Section 44 (Company to supply gas for lighting streets);

Section 45 (Company to supply gas on being so required and having security for payment);

shall not apply to or be in force within the added part of Wortley.

(2) The basic price of gas supplied by the Company within the added part of Wortley shall be the price of tenpence per therm but that price shall be subject to revision in manner mentioned in section 50 (Revision of basic prices) of this Act.

(3) Notwithstanding anything in section 75 (Uniform charge for gas) of the Act of 1929 the Company may charge for gas supplied to consumers within the added part of Wortley prices exceeding by not more than threepence per therm the prices charged to similar consumers within the remainder of the limits of supply other than the Dronfield limits.

PART III.

COKE OVEN GAS.

Extension and redefinition of coke oven gas limits.

7. Subject as hereinafter provided section 67 (Supply of coke oven gas) of the Act of 1929 shall have effect as if the limits defined in the Second Schedule to this Act were substituted therein for the limits defined in subsection (4) of that section and the powers of that section as amended by this Act may be exercised by the Company accordingly within the first-mentioned limits subject to the provisions of this Part of this Act.

Confirmation of scheduled agreement.

8. The scheduled agreement is hereby confirmed and made binding on the parties thereto and due effect shall be given thereto accordingly Provided that notwithstanding anything in this section the provisions of the scheduled agreement may from time to time be amended or varied by an agreement made between the Company and the South Yorkshire Company and approved by the Board of Trade.

Power to supply coke oven gas by agreement.

9. In addition to the powers conferred on the Company by section 67 (Supply of coke oven gas) of the Act of 1929 as extended and amended by this Act to supply coke oven gas to any authority company or person within the Company's limits of supply but subject to the obligations imposed on the Company by the following sections of this Act :—

Section 10 (Obligation to supply coke oven gas to inside gas undertakers);

Section 11 (Obligation to supply certain inside gas undertakers);

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Section 12 (Further obligation to supply certain inside gas undertakers);

Section 13 (As to supply of coke oven gas to Rotherham Corporation);

and by section 72 (Supply of coke oven gas in transit) of the Act of 1929 with respect to the supply of coke oven gas in bulk to other gas undertakers the Company may enter into and carry into effect contracts and agreements for the supply of coke oven gas—

(*a*) in bulk to any inside gas undertakers for use within any part of the area of supply of those undertakers whether within or beyond the coke oven gas limits; and

(*b*) to any authority company body or person (other than inside gas undertakers) within the coke oven gas limits and requiring a supply of coke oven gas:

Provided that the Company shall not supply coke oven gas under paragraph (*b*) of this section within or for use within the area of supply of any inside gas undertakers except with the consent of those undertakers which consent may be withheld by those undertakers at their absolute discretion or may be given on and subject to such terms and conditions as they may think fit to impose.

Obligation to supply coke oven gas to inside gas undertakers.

10.—(1) If at any time—

(i) any inside gas undertakers (not being one of the four inside gas undertakers named in the next succeeding section of this Act or the Rotherham Corporation) desire a supply or an additional supply of coke oven gas for use within any part of their area of supply (whether within or beyond the coke oven gas limits); and

(ii) those undertakers are unable to obtain such supply or additional supply on reasonable terms from the owners of any coke ovens within their area of supply; and

(iii) the South Yorkshire Company are supplying to the Company coke oven gas obtained from any coke ovens in the area of supply of those gas undertakers or the Company are taking a supply of coke oven gas through the coke oven gas network from the owners of any such coke ovens under a contract between the Company and those owners;

then the Company shall if so required by those undertakers supply to them in bulk from the coke oven gas network such quantity of coke oven gas as those undertakers shall from time to time require for use as aforesaid and of the calorific value and quality of the coke oven gas for the time being supplied by the South Yorkshire Company to the Company under the scheduled agreement or (as the case may be) by the owners of such coke ovens to the Company under a contract with those owners:

Provided that—

(*a*) the Company shall not be required under this section to supply to any inside gas undertakers any quantity of coke oven gas in excess of the quantity which the Company are for the time being entitled to demand from the South Yorkshire Company under any contract with that Company for a supply of coke oven gas obtained from any coke ovens within the area of supply of those undertakers or (as the case may be) from the owners of any such coke ovens under any contract made between the Company and those owners; and

(*b*) this section shall not apply to coke oven gas purchased or taken by the Company from any of the coke ovens from which the Company are taking a supply of coke oven gas at the passing of this Act.

Any dispute between any of the inside gas undertakers and the Company as to what quantity (if any) of coke oven gas the Company can be required under this subsection to supply to those undertakers shall be settled by arbitration.

(2) Any supply of coke oven gas which the Company shall be required to give to any inside gas undertakers under subsection (1) of this section shall be given at such point and at such price and on such terms and conditions as may be agreed between the Company and the undertakers requiring the supply or failing agreement be determined by arbitration.

(3) This section shall not apply to any of the four inside gas undertakers named in the next succeeding section of this Act or to the Rotherham Corporation.

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Obligation to supply certain inside gas undertakers.

11.—(1) In this section—

"the named undertakers" means the Rawmarsh Urban District Council the Swinton and Mexborough Gas Board the Wath Bolton and Thurnscoe Gas Board and the Wombwell Urban District Council;

"specified contract" with respect to any one of the named undertakers means—

(i) a contract existing on the twelfth day of June nineteen hundred and thirty-one and made between those undertakers and the owner of any coke ovens in the coke oven gas limits and being a contract under which those undertakers are entitled to take a supply of coke oven gas at the passing of this Act; and

(ii) any contract between those undertakers and the owner of the same coke ovens made after the passing of this Act as a renewal of any contract mentioned in paragraph (i) hereof; and

(iii) any contract between those undertakers and the owner of any other coke ovens in the coke oven gas limits made after the passing of this Act and before the Company shall have obtained a supply of coke oven gas produced at the last-mentioned coke ovens either from the South Yorkshire Company under the scheduled agreement or from the owner of those coke ovens and being a contract made by those undertakers in substitution for any contract mentioned in paragraphs (i) or (ii) hereof.

(2) If (i) any of the named undertakers not less than three months prior to the date of expiry of any specified contract to which they are a party give notice in writing to the Company of their desire to be supplied by the Company with coke oven gas as from that date and (ii) such a supply can be taken by those undertakers by means of the mains through which they are at the date of the notice taking (or any new or enlarged mains whether in the same situation or not laid for the purpose of taking) a supply of coke oven gas under

that specified contract to their gasworks then as from that date the Company shall supply to those undertakers from the coke oven gas network and those undertakers shall take from the Company into and through their said mains or with the approval of the Company into and through any other mains a supply of coke oven gas in bulk subject to and in accordance with the provisions of this section Provided that such notice may (if the Company approve) be withdrawn if the specified contract is afterwards renewed or a contract in substitution thereof is made with another coke oven owner.

(3) The quantity of coke oven gas which any of the named undertakers shall be entitled to demand from the Company under this section shall not in any quarter of a year exceed the aggregate of the two following quantities:—

(i) the total quantity taken by those undertakers under the specified contract (from the expiry of which coke oven gas is to be supplied by the Company to those undertakers) during the corresponding quarter of the last year of that contract or if the quantity so taken in that quarter was through any cause abnormal the total quantity taken by those undertakers under that specified contract during the corresponding quarter of the last preceding year when the quantity so taken was normal; and

(ii) such further quantity as will be sufficient to meet any increase in the demand for gas for domestic purposes in those undertakers' area of supply:

Provided that the Company shall not be under any obligation under this section to supply to any of the named undertakers any quantity of coke oven gas in excess of the quantity which the Company for the time being are obtaining or could by the full exercise of their rights under the scheduled agreement obtain from the South Yorkshire Company from coke ovens situate within the area of supply of those undertakers:

Provided further that if the Company are able to obtain from the South Yorkshire Company under the scheduled agreement a supply of coke oven gas from the coke ovens of Manvers Main Collieries Limited in

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the urban district of Wath-upon-Dearne the quantity of coke oven gas so obtained by the Company from those coke ovens after deducting any part thereof which the Company may under this section be from time to time required to supply to the Wath Bolton and Thurnscoe Gas Board shall for the purposes of the preceding proviso be deemed to be obtained by the Company from the South Yorkshire Company from coke ovens within the area of supply of the Swinton and Mexborough Gas Board :

Provided also that if—

(*a*) The Swinton and Mexborough Gas Board shall at any time before the expiration of their specified contract with Manvers Main Collieries Limited enter into a contract with Cortonwood Collieries Company Limited for the taking of a supply of coke oven gas from the coke ovens of that colliery company in the rural district of Rotherham or with Wath Main Colliery Company Limited for the taking of a supply of coke oven gas from the coke ovens of that colliery company in the urban district of Wath-upon-Dearne and such contract is in substitution for their said specified contract; and

(*b*) At the expiration of such substituted contract or (if the said board have made such a substituted contract with each of those colliery companies) the expiration of both of those substituted contracts the Company are taking from the South Yorkshire Company under the scheduled agreement a supply of coke oven gas obtained from the said coke ovens or either of them then—

(*a*) such substituted contract or (as the case may be) both of those substituted contracts shall for the purposes of this section be deemed to be a specified contract; and

(*b*) the said board shall be entitled in accordance with and subject to the provisions of this section to require the Company to supply to them as from the

expiration of such substituted contract or (as the case may be) from the expiration of both of such substituted contracts such quantity of coke oven gas as bears to the total quantity of coke oven gas which the Company for the time being are obtaining or could by the full exercise of their rights under the scheduled agreement obtain from the South Yorkshire Company from the said coke ovens after deducting any part thereof which the Company may under this section be from time to time required to supply to the Wath Bolton and Thurnscoe Gas Board the same proportion as the quantity of coke oven gas which the Swinton and Mexborough Gas Board were immediately before the expiration of such substituted contract or (as the case may be) both of such substituted contracts obtaining from those coke ovens bears to the aggregate quantity which that board and the Company were together then so obtaining from those coke ovens as though the first mentioned quantity of coke oven gas were gas obtained by the Company from the South Yorkshire Company from coke ovens situate within the area of supply of the Swinton and Mexborough Gas Board but nothing in this paragraph shall entitle that board to require the Company to supply to them in respect of such substituted contract or substituted contracts any quantity of coke oven gas so obtained from either of those coke ovens in excess of the aggregate of the quantities mentioned in paragraphs (i) and (ii) of this subsection.

(4) The calorific value and quality of the coke oven gas supplied by the Company to any of the named undertakers in pursuance of this section shall be the same as the calorific value and quality of the coke oven gas for the time being supplied by the South Yorkshire Company to the Company under the scheduled agreement.

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(5) All coke oven gas which the Company may in pursuance of this section be required to supply to any of the named undertakers shall subject to the provisions of subsection (2) of this section be supplied at such point as may be agreed between the Company and those undertakers or failing agreement be determined by arbitration.

(6) The connection between the coke oven gas network and the said mains of any of the named undertakers to whom coke oven gas is to be supplied by the Company in pursuance of this section and all works necessary for or incidental to the making of the connection shall be executed and maintained by those undertakers in such manner as shall be reasonably approved by the Company and under the supervision (if given) of the Company's engineer and all expenses of and incidental to the making of the said connection and the execution and maintenance of the said works (including any expenses reasonably incurred by the Company in regard thereto) shall be paid by the undertakers making the connection.

(7) (*a*) Each of the named undertakers to whom coke oven gas is supplied by the Company in pursuance of this section shall provide to the reasonable satisfaction of the Company as near as may be practicable to the point at which such gas is so supplied to them a meter for measuring and recording the quantity of coke oven gas so supplied.

(*b*) Every meter so provided shall be of a type to be agreed between the Company and the undertakers to whom the coke oven gas is supplied or failing agreement determined by arbitration and shall be maintained in good and accurate working order to the reasonable satisfaction of the Company.

(*c*) The index of every meter provided under this subsection shall be read jointly by representatives of the Company and the undertakers to whom coke oven gas is supplied through that meter once a week or at such other intervals as may be agreed.

(*d*) The Company may at any time require any meter provided under this subsection to be tested on giving reasonable notice to the undertakers by whom the meter was provided If on any such testing the meter is found to register correctly or to register incorrectly by not more than two per centum the cost

of such testing shall be borne by the Company If on any such testing the meter is found to register incorrectly by more than two per centum the cost of such testing shall be borne by the said undertakers.

(*e*) If it shall be found at any time that any meter provided under this subsection has ceased to register or has registered incorrectly by more than two per centum the undertakers by whom it was provided shall forthwith repair or replace that meter.

(*f*) The register of any meter provided under this subsection shall be prima facie evidence of the quantity of gas supplied by the Company to the undertakers through that meter but if at any time any such meter shall cease to register or shall be found to register incorrectly by more than two per centum then the meter shall be deemed to have ceased to register or to have commenced to register incorrectly immediately after the date on which the meter was last read and the quantity of coke oven gas deemed to have been supplied to the undertakers through that meter since the date on which it was last read shall be agreed between the Company and the undertakers or failing agreement determined by arbitration.

(8) The price to be paid by each of the named undertakers for every one thousand cubic feet of coke oven gas supplied to them by the Company in pursuance of this section shall at their option be either—

(i) (*a*) for gas taken for industrial purposes the price per thousand cubic feet for the time being paid by the Company to the South Yorkshire Company under the scheduled agreement with an addition of ten per centum thereof; and

(*b*) for gas taken for domestic purposes the price so paid by the Company as aforesaid with the addition of one and a half pence per thousand cubic feet; or

(ii) for gas so taken for all purposes the price so paid by the Company with the addition of one penny per thousand cubic feet:

Provided that the undertakers requiring a supply of coke oven gas from the Company under this section shall give notice in writing to the Company before the supply is commenced stating whether they elect to pay for the coke

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oven gas to be so supplied to them under paragraph (i) or under paragraph (ii) of this subsection and shall not be entitled to alter their election without the consent of the Company.

(9) (*a*) As soon as practicable after the end of each quarter of a year after a supply of coke oven gas by the Company to any of the named undertakers shall have been commenced in pursuance of this section the Company shall deliver to those undertakers a statement showing the quantity of coke oven gas supplied by the Company to those undertakers during that quarter and the amount due to the Company for such coke oven gas under subsection (8) of this section.

(*b*) If there be any dispute between those undertakers and the Company on any such statement the dispute shall be determined by arbitration.

(*c*) The undertakers shall within one month after the delivery of any such statement pay to the Company the amount so due to them as shown in the statement or if there has been a dispute thereon then such amount as is not in dispute and the balance (if any) immediately after the decision of the arbitrator.

(*d*) If the undertakers fail to pay any sum due from them as aforesaid they shall be liable to pay to the Company interest thereon at the rate of six per centum per annum from the date when the sum was due until the date of payment.

(10) Subject to the foregoing provisions of this section the terms and conditions on which the Company shall be required to supply coke oven gas to any of the named undertakers under this section shall be such terms and conditions as may be agreed between the Company and the undertakers requiring the supply or failing agreement be determined by arbitration.

Further obligation to supply certain inside gas undertakers.

12.—(1) In addition to any quantity of coke oven gas which any of the four inside gas undertakers named in the last preceding section may be entitled to demand from the Company under the provisions of that section each of those undertakers shall on giving six months' previous notice in writing to the Company be entitled (subject to the provisions of subsection (2) hereof) to require the Company to supply such further quantity of coke oven gas as may be stated in the notice so far as

such further quantity is required for distribution in the undertakers' area of supply.

(2) The Company shall not be required to supply to any of the said undertakers in pursuance of a notice served under subsection (1) hereof any quantity of coke oven gas in excess of such quantity as the Company are from time to time able to supply after meeting—

(i) all demands for the time being for a supply of gas within the Company's limits of supply; and

(ii) all obligations of the Company for the time being to supply coke oven gas in bulk under this Act otherwise than under this section; and

(iii) all obligations of the Company under any contracts existing at the date of the service of the said notice and entered into by the Company for the supply of coke oven gas by the Company outside the Company's limits of supply.

(3) All coke oven gas which the Company may be required under this section to supply to any of the said undertakers shall be supplied at such point and at such price and on such terms and conditions as may be agreed between the Company and the undertakers requiring the supply or failing agreement be determined by arbitration.

As to supply of coke oven gas to Rotherham Corporation.

13. Notwithstanding anything in this Act the following provisions shall unless otherwise agreed in writing between the Company and the Rotherham Corporation apply and have effect for the protection and benefit of the Rotherham Corporation :—

(1) In this section—

"the Rotherham northern main" means the existing gas main of the Rotherham Corporation leading to their gas works from the coke ovens of the South Yorkshire Chemical Works Limited or any renewal of that main;

"the Rotherham southern main" means the existing gas main of the Rotherham Corporation leading to their gas works from the coke ovens of John Brown and Company Limited or any renewal of that main;

"the chemical company" means the South Yorkshire Chemical Works Limited or other

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the owner or owners for the time being of any coke ovens situate upon the lands and works in the urban district of Greasborough belonging to that company at the date of this Act;

"John Brown and Company" means John Brown and Company Limited or other the owner or owners for the time being of any coke ovens situate upon the lands and works at Canklow in the rural district of Rotherham belonging to that Company at the date of this Act.

(2) If (*a*) at any time or times before the expiration of four years from the passing of this Act or at any time before the determination of the agreement dated the twenty-eighth day of October nineteen hundred and twenty-four and made between the chemical company and the Rotherham Corporation (whichever be the later date) the Rotherham Corporation give notice in writing to the Company of their desire to be supplied by the Company with coke oven gas at the northern termination of the Rotherham northern main and (*b*) at the date of any such notice the Company are obtaining coke oven gas produced in coke ovens of the chemical company or could by the full exercise of their rights under the scheduled agreement obtain coke oven gas so produced then as from the date specified in that behalf in any such notice (not being sooner than six months from the date of service of such notice) the Company shall supply to the Rotherham Corporation at the said northern termination or at such other point or points as may be agreed between the Company and the Rotherham Corporation such quantity of coke oven gas as the Rotherham Corporation may from time to time require but not exceeding in the aggregate in any one day the quantity of four million cubic feet or such quantity as the Company are for the time being obtaining or could obtain as aforesaid (whichever quantity be the less) Provided that if the Rotherham Corporation are for the time being themselves purchasing coke oven gas from the chemical company the total quantity of coke oven gas which the Rotherham Corporation may require to be supplied to them by the Company under this subsection shall be reduced by the quantity of coke oven gas which the Rotherham Corporation are for the time being so purchasing from the chemical company.

(3) If (*a*) in pursuance of any notice or notices given to the Company by the Rotherham Corporation under subsection (2) of this section the Rotherham Corporation shall not have required the Company to supply them with a maximum quantity of coke oven gas in any one day which is equal to or exceeds three million five hundred thousand cubic feet and (*b*) the Rotherham Corporation (at any time or times after the time limited for the giving of any notice under subsection (2) of this section has expired) shall give notice in writing to the Company of their desire to be supplied by the Company with coke oven gas at the northern termination of the Rotherham northern main and (*c*) at the date of the last-mentioned notice the Company are obtaining coke oven gas produced in coke ovens of the chemical company or could by the full exercise of their rights under the scheduled agreement obtain coke oven gas so produced then as from the date specified in that behalf in such notice (not being sooner than six months from the date of service of such notice) the Company shall supply to the Rotherham Corporation at the said northern termination (or at such other point or points as may be agreed) such quantity of coke oven gas as the Rotherham Corporation may from time to time require but not exceeding in the aggregate in any one day (together with any quantity for the time being taken by the Rotherham Corporation under subsection (2) of this section) the quantity of three million five hundred thousand cubic feet or such quantity as the Company are for the time being obtaining or could obtain as aforesaid (whichever quantity be the less) Provided that if the Rotherham Corporation are for the time being themselves purchasing coke oven gas from the chemical company the total quantity of coke oven gas which the Rotherham Corporation may require to be supplied to them by the company under this subsection shall be reduced by the quantity of coke oven gas which the Rotherham Corporation are for the time being so purchasing from the chemical company.

(4) If (*a*) at any time the Company shall lay down a main or mains for the purpose of obtaining coke oven gas produced in coke ovens of John Brown and Company and shall purchase coke oven gas so produced and (*b*) the Rotherham Corporation shall at any time or times give notice in writing to the Company of their desire to be supplied by the Company with coke oven gas at the southern termination of the Rotherham southern

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main then as from the date specified in that behalf in such notice the Company shall supply to the Rotherham Corporation at the said southern termination (or at such other point or points as may be agreed) such quantity of coke oven gas as the Rotherham Corporation may from time to time require but not exceeding in any one day two million cubic feet Provided that if the Rotherham Corporation are for the time being themselves purchasing coke oven gas from John Brown and Company the total quantity of coke oven gas which the Rotherham Corporation may require to be supplied to them by the Company under this subsection shall be reduced by the quantity of coke oven gas which the Rotherham Corporation are for the time being so purchasing from John Brown and Company.

(5) The price to be paid by the Rotherham Corporation to the Company for every one thousand cubic feet of coke oven gas supplied to them by the Company in pursuance of subsections (2) (3) and (4) of this section shall be the price per thousand cubic feet for the time being paid by the Company to the South Yorkshire Company under the scheduled agreement with an addition of one halfpenny per thousand cubic feet Provided that the Company shall give notice in writing to the Rotherham Corporation of any proposal that may be made (in pursuance of the proviso to the section of this Act of which the marginal note is " Confirmation of scheduled agreement ") for the variation of the price for the time being payable by the Company to the South Yorkshire Company under the scheduled agreement and the Rotherham Corporation shall be entitled to be heard by the Board of Trade before any variation of such price shall be approved by that Board.

(6) (*a*) In addition to any coke oven gas supplied by them to the Rotherham Corporation in accordance with the foregoing provisions of this section the Company shall also supply to the Rotherham Corporation such further quantity of coke oven gas as the Rotherham Corporation may from time to time by notice in writing require Provided that the Company shall only be under obligation to afford a supply of coke oven gas under this subsection if and to the extent to which the quantity specified in any such notice is being obtained by the company or could be obtained by them by the full exercise of their rights under the scheduled agreement

and is also in excess of such quantity as the Company require in order to meet—

(i) all demands at the date of such notice for a supply of gas within the Company's limits of supply; and

(ii) all obligations of the Company for the time being to supply coke oven gas in bulk under this Act otherwise than under this section; and

(iii) all obligations of the Company under any contracts existing at the date of any notice given by the Rotherham Corporation under this subsection and entered into by the Company for the supply of coke oven gas by the Company outside the Company's limits of supply.

(*b*) The price to be paid by the Rotherham Corporation to the Company for any coke oven gas supplied to the Rotherham Corporation under this subsection shall be such as shall be determined (failing agreement) by arbitration and in arriving at his determination the arbitrator shall have reasonable regard to the special circumstances of the Rotherham Corporation which arise from or are due to the powers conferred on them by the Rotherham Corporation Act 1918.

(*c*) Any supply of coke oven gas given by the Company to the Rotherham Corporation under this subsection shall be given as from such date or dates and at such point or points as may be agreed between the Company and the Rotherham Corporation or as (failing agreement) shall be determined by arbitration.

(7) The calorific value and quality of the coke oven gas supplied by the Company to the Rotherham Corporation in pursuance of this section shall be the same as the calorific value and quality of the coke oven gas for the time being supplied by the South Yorkshire Company to the Company under the scheduled agreement and the pressure at which any coke oven gas is supplied by the Company to the Rotherham Corporation under this section shall be the same as the pressure at which coke oven gas is for the time being supplied by the South Yorkshire Company to the Company under that agreement.

(8) The connections between the mains of the Company and the Rotherham northern main and the Rotherham southern main respectively required for the purposes of the supply of gas by the Company to the

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Rotherham Corporation under this section and all works necessary for or incidental to the making of those connections shall be executed and maintained by the Rotherham Corporation in such manner as shall be reasonably approved by the Company and under the supervision (if given) of the Company's engineer and all expenses of and incidental to the making of those connections and the execution and maintenance of the said works (including any expenses reasonably incurred by the Company in regard thereto) shall be paid by the Rotherham Corporation.

(9) (*a*) The Rotherham Corporation shall provide (in so far as not already provided) to the reasonable satisfaction of the Company as near as may be reasonably practicable to any point at which coke oven gas is supplied to them by the Company under the provisions of this section such meter or meters as may be reasonably necessary for measuring and recording the quantity of coke oven gas so supplied.

(*b*) Every such meter which is not already provided at the date of this Act shall be of a type to be agreed between the Company and the Rotherham Corporation or failing agreement determined by arbitration and every such meter (whether already provided or to be hereafter provided) shall be maintained by the Rotherham Corporation in good and accurate working order to the reasonable satisfaction of the Company.

(*c*) The index of every meter provided under this subsection shall be read jointly by representatives of the Company and the Rotherham Corporation once a week or at such other intervals as may be agreed.

(*d*) The Company may at any time require any meter provided under this subsection to be tested on giving reasonable notice to the Rotherham Corporation If on any such testing the meter is found to register correctly or to register incorrectly by not more than two per centum the cost of such testing shall be borne by the Company If on any such testing the meter is found to register incorrectly by more than two per centum the cost of such testing shall be borne by the Rotherham Corporation.

(*e*) If it shall be found at any time that any meter provided under this subsection has ceased to register or has registered incorrectly by more than two per centum the Rotherham Corporation shall forthwith repair or replace that meter.

(*f*) The register of any meter provided under this subsection shall be prima facie evidence of the quantity of coke oven gas supplied by the Company to the Rotherham Corporation through that meter but if at any time any such meter shall cease to register or shall be found to register incorrectly by more than two per centum then the meter shall be deemed to have ceased to register or to have commenced to register incorrectly immediately after the date on which the meter was last read and the quantity of coke oven gas deemed to have been supplied to the Rotherham Corporation through that meter since the date on which it was last read shall be agreed between the Company and the Rotherham Corporation or failing agreement determined by arbitration.

(10) (*a*) As soon as practicable after the end of each quarter of a year after a supply of coke oven gas by the Company to the Rotherham Corporation shall have been commenced in pursuance of this section the Company shall deliver to the Rotherham Corporation a statement showing the quantity of coke oven gas supplied by the Company to that Corporation during that quarter and the amount due to the Company for such coke oven gas under the provisions of this section.

(*b*) If there be any dispute between the Rotherham Corporation and the Company on any such statement the dispute shall be determined by arbitration.

(*c*) The Rotherham Corporation shall within one month after the delivery of any such statement pay to the Company the amount so due to them as shown in the statement or if there has been a dispute thereon then such amount as is not in dispute and the balance (if any) immediately after the decision of the arbitrator.

(*d*) If the Rotherham Corporation fail to pay any sum due from them as aforesaid they shall be liable to pay to the Company interest thereon at the rate of six per centum per annum from the date when the sum was due until the date of payment.

(11) Nothing in this Act shall prejudice interfere with or affect any agreement between the Rotherham Corporation and the owner of any coke oven or coke ovens which is for the time being in operation or any price or prices payable by the Rotherham Corporation to such owner or owners under or in pursuance of any such agreement.

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Provisions as to arbitration.

14.—Any dispute or matter which is required to be settled by arbitration under the following sections of this Act :—

Section 10 (Obligation to supply coke oven gas to inside gas undertakers);

Section 11 (Obligation to supply certain inside gas undertakers);

Section 12 (Further obligation to supply certain inside gas undertakers);

Section 13 (As to supply of coke oven gas to Rotherham Corporation);

shall be referred to and determined by a single arbitrator to be agreed between the parties concerned or failing agreement appointed on the application of either party (after notice in writing to the other party) 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.

Non-application of section 72 of Act of 1929.

15. Section 72 (Supply of coke oven gas in transit) of the Act of 1929 shall not apply to or with respect to any mains forming part of the coke oven gas network.

Annulment of agreement with Rotherham Corporation.

16. The agreement dated the twenty-fourth day of July nineteen hundred and eighteen and made between the Rotherham Corporation of the one part and the Company of the other part is hereby cancelled and annulled.

Power to supply surplus coke oven gas to adjoining undertakers.

17.—(1) Subject as hereinafter provided the Company and any gas undertakers authorised to supply gas within any area adjoining the coke oven gas limits may enter into and carry into effect agreements for the supply by the Company of coke oven gas in bulk from the coke oven gas network to those undertakers Provided that the Company shall only supply coke oven gas in pursuance of any agreement made under this section if and so long as a sufficiency of coke oven gas from the coke oven gas network remains for meeting the demands for coke oven gas within the Company's limits of supply and the demands of all inside gas undertakers and other persons to whom the Company are for the time being under obligation to supply coke oven gas beyond the Company's limits of supply in pursuance of the provisions of this Part of this Act or of any contract or agreement made thereunder.

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(2) Nothing in this section shall authorise the Company to break up or interfere with any street or road or lay down or construct any main pipe or other work beyond the coke oven gas limits.

Meters for measuring coke oven gas consumed.

18.—(1) Every gas undertaker and every consumer outside the Company's limits of supply to whom coke oven gas is supplied by the Company from the coke oven gas network under the provisions of this Part of this Act shall if no other provision is made by this Part of this Act for measuring the quantity of coke oven gas supplied by the Company to such undertaker or consumer provide and at all times maintain in proper working order and condition a meter or meters for measuring the quantity of coke oven gas so supplied to them or him.

(2) Every meter provided in pursuance of this section shall be a legal meter within the meaning of the Sale of Gas Act 1859 or such other meter as may from time to time be approved by the Board of Trade and (subject thereto) the provisions of that Act and of section 13 of the Gas Regulation Act 1920 shall apply with respect to such meter.

(3) If any meter provided in pursuance of this section be tested in manner provided by the regulations made by the Board of Trade under the Gas Regulation Act 1920 and be proved to register erroneously within the meaning of that Act the erroneous registration shall be deemed to have first arisen during the then last preceding quarter of the year unless it be proved to have first arisen during the then current quarter.

Power to lay purchase &c. mains &c.

19.—(1) For the purposes of this Part of this Act and of the scheduled agreement and of supplying coke oven gas in pursuance of the provisions of this Part of this Act or of any contract or agreement made thereunder the Company may exercise within the coke oven gas limits all or any of the powers conferred by the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and for those purposes the said provisions as incorporated with this Act shall have effect as if the words "within the limits of the special Act" wherever they occur in those provisions meant the coke oven gas limits.

(2) (*a*) For the purposes mentioned in subsection (1) of this section the Company may also by agreement purchase or take on lease from the owners thereof any

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mains pipes culverts or other works within the coke oven gas limits laid or constructed or used for the purpose of conveying or supplying coke oven gas and may from time to time repair alter renew or remove any such works and the aforesaid provisions of the Gasworks Clauses Act 1847 shall apply to any such mains pipes culverts or other works as though the same had been laid or placed by the Company under those provisions.

(*b*) Any mains pipes culverts or other works purchased or taken on lease under this subsection shall so long as they are owned by or leased to the Company be deemed to be part of the coke oven gas network within the meaning of this Part of this Act.

Easements for coke oven gas mains &c.

20.—(1) The Company may by agreement with the owners of any lands within the coke oven gas limits acquire such easements in those lands as they may require for laying and maintaining in those lands mains pipes and culverts for the purposes of or in connection with the coke oven gas business and for repairing renewing and inspecting from time to time the mains pipes and culverts so laid and for using them for the conveyance of coke oven gas and the Company may lay maintain repair renew inspect and use for the conveyance of coke oven gas mains pipes and culverts in accordance with any easements so acquired by them.

(2) Any such easements as aforesaid may be acquired by the Company on such terms and conditions and for such consideration (whether by way of the payment of a capital sum or an annual rent or otherwise) as may be agreed between the Company and the owners of the lands in which the easements are acquired.

Restriction on storage of coke oven gas.

21. Notwithstanding anything in this Act or the Act of 1929 or any Act incorporated with those Acts the Company shall not store coke oven gas on any lands outside the limits of supply and within any part of the administrative county of the west riding of Yorkshire unless they are authorised so to do by a special Act or a Special Order made under the Gas Undertakings Acts 1920 and 1929.

As to laying of apparatus by Company and certain undertakers and authorities.

22.—(1) Whenever the Company in the exercise of the powers of this Part of this Act require to execute in any part of the coke oven gas limits which is outside the Company's limits of supply any work over under or within three feet of any apparatus belonging to any of the under takers and authorities mentioned in subsection (6) of this

section (each of whom is in this section referred to as " the undertakers ") or whenever the undertakers in the exercise of their statutory powers require to execute any work in any part of the coke oven gas limits which is outside the Company's limits of supply over under or within three feet of any apparatus of the Company the Company or the undertakers requiring to execute the work (in this section referred to as " the operators ") shall unless otherwise agreed between the parties interested give to the undertakers or to the Company owning the apparatus (in this section referred to as " the owners ") not less than three days' notice before commencing to execute any such work as aforesaid except in emergency and then so soon as is possible after the beginning of the work or the necessity for the work shall have arisen and the owners shall be entitled by their officer to superintend the work and the operators shall conform with such reasonable requirements as may be made by the owners or such officer for protecting from injury every such apparatus and for securing access thereto and shall also if required so to do by the owners repair any damage that may be done thereto.

(2) Where the operators find it necessary to undermine any such apparatus they shall temporarily support the same in position during the execution of their works and before completion provide a suitable and proper foundation for the same where so undermined.

(3) If the operators make default in complying with any of the requirements of this section they shall make compensation to the owners for any loss damage penalty or costs which the owners may incur by reason thereof.

(4) If any difference shall arise under the provisions of this section between the Company and the undertakers the difference shall be referred to an engineer to be appointed (failing agreement) by the President of the Institution of Civil Engineers on the application of the Company or the undertakers and subject thereto the provisions of the Arbitration Act 1889 shall apply to the reference.

(5) In this section the expression " apparatus " means any pipe main aqueduct sewer drain or other work or apparatus.

(6) The undertakers in this section referred to are (*a*) the inside gas undertakers (*b*) any authority company body or person supplying water under the Public Health

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Acts or under any Act of Parliament or Order having the force of an Act in relation to their respective water undertakings and (*c*) any local authority in relation to the sewers and drains under their control or management under any roads within the coke oven gas limits.

Map of coke oven gas mains to be made and deposited.

23.—(1) The Company shall cause a map and sections on such scale or scales as the Board of Trade may prescribe to be made showing the lines and depths below the surface of all mains pipes and culverts laid down by them under the powers of this Part of this Act within the coke oven gas limits and shall once in every year cause such map and sections to be duly corrected so as to show such mains pipes and culverts as then existing within those limits.

(2) Every map and section so made or corrected or a copy thereof marked with the date when it was so made or last corrected shall be kept by the Company at their principal office and shall at all reasonable times be open to the inspection of any duly appointed officer of the corporation and of the West Riding County Council and of any of the inside gas undertakers.

(3) The Company shall as soon as practicable after any map and sections required by this section have been made supply without payment to every local authority whose borough or district is wholly or partly within the coke oven gas limits a copy of so much of such map and sections as relates to the borough or district of that authority and shall also if and when so required by any of the inside gas undertakers supply to those undertakers without payment a copy of so much of such map and sections as relates to the area of supply of those undertakers The Company shall also cause every copy of the map and sections supplied by them under this subsection to be duly corrected from time to time so as to agree with the original or originals thereof as kept for the time being at the principal office of the Company.

As to extension of coke oven gas mains in Sheffield.

24.—(1) In this section "mains" (except in subsection (5) of this section) means mains pipes and culverts laid under the powers of this Part of this Act and Part VII of the Act of 1929.

(2) From time to time before the Company extend any of their mains within the city of Sheffield they shall give to the corporation notice in writing of the desire of the Company to make the extension and the corporation

shall consider and determine on the propriety of the extension being made and the Company shall not make any such extension without the previous approval thereof by the corporation.

(3) If the corporation fail for six weeks after notice to them by the Company of the desire of the Company to make any such extension to give notice in writing to the Company of the determination of the corporation thereon the failure shall be deemed an approval by the corporation of the proposed extension.

(4) If the Company be dissatisfied with any determination by the corporation as to any proposed extension the Company may appeal to the court of quarter sessions for the west riding of the county of York and the provisions of the Companies Clauses Consolidation Act 1845 with respect to appeals to quarter sessions shall apply to the appeal.

(5) Section 42 of the Act of 1929 shall continue to apply in relation to all mains pipes and culverts laid by the Company within the limits of supply other than—

(*a*) mains pipes and culverts to which the foregoing provisions of this section apply; and

(*b*) mains pipes and culverts laid in the Dronfield limits and in so much of the parish of Aston-cum-Aughton as is within the limits of supply and in the added part of Wortley.

For protection of watercourses.

25. The following provisions shall have effect within the coke oven gas limits for the protection of any drainage authority as hereinafter defined except as may be otherwise agreed between any such drainage authority and the Company :—

(1) In this section—

"drainage authority" and "watercourse" have the same respective meanings as are given to those expressions by section 81 of the Land Drainage Act 1930 :

(2) In the laying or construction of any mains pipes and culverts forming part of the coke oven gas network across any watercourse in the west riding of Yorkshire above the water level thereof the Company shall not diminish the width between the banks of such watercourse and shall lay or construct such mains pipes and culverts at

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such height as to allow the free passage of flood waters thereunder Where such mains pipes or culverts are proposed to be laid or constructed across any such watercourse otherwise than as aforesaid they shall be laid or constructed at such depth below the bed thereof as not to cause obstruction to the flow of water therein and as to allow of the proper cleansing or scouring of the watercourse and of the deepening of the bed thereof to a reasonable extent for the purpose of any necessary improvements :

(3) Before commencing to construct any mains pipes and culverts forming part of the coke oven gas network across or under any watercourse in the west riding of Yorkshire the Company shall submit to the drainage authority having jurisdiction over that watercourse for their reasonable approval a plan and section showing the proposed mode of constructing the same across or under such watercourse Provided that if such drainage authority do not express their approval or disapproval within twenty-one days after the receipt of any such plan and section they shall be deemed to have approved thereof and that if within the said period the drainage authority shall have expressed their disapproval of such plan and section a difference shall be deemed to have arisen between them and the Company which shall be determined by arbitration as hereinafter provided :

(4) Any difference which shall arise under this section between the Company on the one hand and any drainage authority on the other hand shall be referred to and determined by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either of the parties in difference (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Coke oven gas may be used for illumination subject to

26.—(1) Nothing in the Act of 1929 or this Act shall restrict the Company from supplying coke oven gas for purposes of illumination or the use for those purposes of coke oven gas so supplied Provided that all coke oven

gas supplied by the Company for purposes of illumination otherwise than in bulk to other gas undertakers shall be supplied subject to such provisions of the Act of 1929 and of the Gas Regulation Act 1920 as regulate the calorific value purity and pressure of gas supplied by the Company to ordinary consumers. certain conditions.

(2) The Company shall in respect of coke oven gas supplied for purposes of illumination otherwise than in bulk to other gas undertakers be subject to all and the same obligations penalties and liabilities as they may for the time being be subject and liable to in respect of any other gas supplied by them for those purposes and any coke oven gas so supplied for purposes of illumination may be tested in like manner as other gas supplied by the Company for those purposes.

Application of provisions of Act of 1929.

27. Section 68 (Conditions as to quality of coke oven gas supplied) and section 71 (Home secretary may make regulations as to supply of coke oven gas) of the Act of 1929 shall extend and apply to and with respect to coke oven gas supplied from the coke oven gas network and to the Company with respect thereto as though those sections were re-enacted in this Part of this Act with any necessary alterations.

Saving for existing contracts.

28.—(1) Nothing in this Act or in the Act of 1929 as extended by this Act shall contravene or be construed as contravening or shall authorise the Company or any of the coke oven owners to enter into any contract or agreement for the supply of coke oven gas to the Company which would in any manner contravene the provisions of any contract or agreement existing at the passing of this Act with respect to the supply of coke oven gas by any of the coke oven owners to any other person.

(2) Nothing in this Act or in the Act of 1929 as extended by this Act shall authorise the Company or any of the coke oven owners to enter into any new contract or agreement for the supply of coke oven gas by those coke oven owners to the Company in such manner or to such extent as would contravene the provisions of any contract or agreement previously entered into by the same coke oven owners for the supply of coke oven gas to any other person and in force at the date when such new contract or agreement is made and if any such new contract or agreement between the Company and any of the coke oven owners is made so as to contravene any such contract

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or agreement so previously entered into as aforesaid the new contract or agreement to the extent to which it contravenes such contract or agreement so previously entered into shall be invalid and of no effect.

(3) In this section the expression "the coke oven owners" means the owners of any coke ovens in the coke oven gas limits other than coke ovens from which the Company are taking a supply of coke oven gas at the passing of this Act under the contracts defined in clause 1 of the scheduled agreement as "the existing contracts."

Company not to compete with other gas undertakers.

29. Notwithstanding anything in this Act or the Act of 1929 as extended by this Act the Company shall not supply coke oven gas within or for use within the area of supply of any other gas undertakers without the consent in writing of those undertakers which consent may be withheld by those undertakers at their absolute discretion or may be given on and subject to such terms and conditions as they may think fit to impose.

Saving for South Yorkshire and Derbyshire Gas Company.

30. Nothing in this Act shall affect the operation of subsection (2) of section 66 (As to supply of coke oven gas by Company and Sheffield Gas Company) of the South Yorkshire and Derbyshire Gas Act 1930.

As to Company's existing coke oven gas mains &c.

31. Nothing in this Act shall constitute any mains laid by the Company before the passing of this Act for the purpose of taking or conveying a supply of coke oven gas or any mains laid by the Company after the passing of this Act in substitution for any of those mains part of the coke oven gas network nor constitute any expenditure by the Company in connection with any of such mains part of the network capital expenditure.

As to general Acts relating to coke oven gas.

32. Nothing in this Part of this Act shall exempt the Company from the provisions of any public general Act relating to the manufacture or supply of coke oven gas passed before or after the passing of this Act or from any regulations which may be made under such general Act.

As to liability for damage.

33. The Company shall be liable for all injury and damage caused by any negligence or default of the Company their contractors or servants in the laying and maintaining of any mains pipes and culverts forming part of the coke oven gas network and shall make compensation for all injury and damage so caused.

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Provision in case of exercise of powers of Act if in opinion of Board of Trade against public interest.

34. If the Board of Trade are at any time of opinion that the interests of the public are prejudicially affected by the exercise of the powers of this Part of this Act they may give to the Company notice in writing thereof and of the reasons upon which that opinion is founded and may direct a public inquiry to be held at which all parties whom they consider entitled to be heard shall be given an opportunity of being heard If after such inquiry the Board of Trade shall still be of the said opinion and the Company shall not within such period as they may direct make provision to their satisfaction for the protection of the interests of the public then the Board of Trade shall report to both Houses of Parliament.

Network redemption fund.

35.—(1) The Company may in each year set aside as an expenditure on revenue account to a fund to be called the " network redemption fund " a sum equal to four per centum on the aggregate amount of the network capital expenditure up to the end of the immediately preceding year.

(2) The income accruing from the money and investments from time to time in the network redemption fund shall be accumulated in and form part of the fund.

(3) The directors may if they think fit from time to time apply the whole or any part of the network redemption fund in or towards renewals of the coke oven gas network or writing off any part of the network capital expenditure.

(4) The money forming the network redemption fund or any portion thereof may until applied to the purposes mentioned in subsection (3) thereof be invested in any securities in which trustees are authorised by law to invest or be placed on deposit at interest with the Company's bankers or be partly so invested and partly so placed on deposit.

(5) Any expenses connected with the formation maintenance investment management or otherwise of the network redemption fund shall be paid by the Company (in addition to the payments provided for by this section) and shall be debited to the revenue account of the coke oven gas business.

(6) If and so long as the amount in the network redemption fund exceeds the network capital expenditure no sum shall be set aside to that fund under this section.

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Financial agreements between Company and coke oven owners.

36.—(1) In order to facilitate the supply to them of coke oven gas by any company body or persons producing coke oven gas with whom the Company have entered or desire to enter into any contract or agreement in pursuance of Part VII of the Act of 1929 or this Part of this Act the Company may subscribe for purchase or acquire and hold or dispose of stock shares and securities of or lend money to any such contracting party or guarantee the dividend or interest on any stock shares and securities of any such contracting party upon such terms as to interest and repayment as may be agreed Provided that the aggregate amount applied by the Company in subscriptions for and the purchase or acquisition of and the lending of money to any such contracting party and remaining so applied at any time shall not exceed one-tenth part of the nominal amount of the issued capital of the Company for the time being.

(2) The subscription for purchase acquisition and holding of stock shares and securities the lending of money and the payment of money under any guarantee in accordance with the provisions of this section shall be deemed to form part of the coke oven gas business.

Separate accounts of coke oven gas business.

37.—(1) The Company shall keep separate accounts relating to the coke oven gas business and shall show in those accounts all items which ought to be entered therein in order to show the financial position of the coke oven gas business.

(2) The Company shall also so far as reasonably practicable apportion between the said separate accounts and the general accounts relating to the undertaking or carry to any of them any receipts credits payments and liabilities which from time to time ought to be so apportioned or carried.

PART IV.

GENERAL FINANCIAL PROVISIONS.

Additional borrowing powers.

38. On and after the passing of this Act section 10 (Borrowing powers) of the Act of 1929 shall have effect as if—

(*a*) the sum of one million one hundred and twenty-nine thousand pounds were substituted in subsection (1) thereof for the sum of five hundred and eighty thousand pounds; and

(*b*) the words "sixty-five per centum" were substituted in subsection (2) thereof for the words "one-third part."

Redeemable preference shares or stock and debenture stock.

39.—(1) In this section unless the context otherwise requires—

"Stock" means and includes preference shares or stock and debenture stock;

"Issue" includes re-issue;

"Redeemable stock" means any stock issued under the powers of this section so as to be redeemable;

"Redeemed stock" means any redeemable stock which has been redeemed and is available for issue under the provisions of this section.

(2) Subject to the provisions of this section the directors may from time to time by virtue of this Act and without further or other sanction issue so as to be redeemable any stock created by the Company after the passing of this Act:

Provided that no redeemed stock shall be issued except for the purpose of effecting the redemption of redeemable stock under the provisions of this section unless the issue is authorised by a resolution of the Company passed at an extraordinary meeting convened for the purpose.

(3) Redeemable stock may be redeemed either by paying off the stock or by issuing to the holder of the stock (subject to his consent) other stock in substitution therefor and for the purpose of raising money to pay off or of providing stock in substitution for any redeemable stock the Company may create new stock or the directors may issue any redeemed stock so as to be redeemable or irredeemable as they may think fit:

Provided that—

(*a*) no new stock shall be created nor shall any redeemed stock be issued so as to make the total amount of any particular class of stock exceed the amount of stock of that class which the Company are for the time being authorised to create except during any necessary interval between the creation or (in the case of redeemed stock) the issue of the stock and completion of the redemption of the redeemable stock for the purpose

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of redeeming which the stock of such particular class is proposed to be so created or issued; and

(*b*) during such interval as aforesaid the amount raised by means of any preference shares or stock so created or issued shall not be deemed to be paid-up share capital for the purposes of any enactment regulating the borrowing powers of the Company.

(4) When any redeemable stock has been redeemed the amount (exclusive of any sum obtained by way of premium) which was last raised by its issue shall cease to be taken into account in calculating the extent to which the powers of the Company of raising money by the creation and issue of share capital or by borrowing on mortgage of the undertaking or by the creation and issue of debenture stock have been or may be exercised but nothing in this subsection or done in pursuance thereof shall affect the validity of any mortgage or debenture stock of which the grant or issue by the Company was lawful in the circumstances existing at the date of such grant or issue:

Provided that the nominal amount of any stock issued solely in substitution for other stock shall be deemed to be the amount raised by such issue.

(5) Redeemable stock shall bear such rate of dividend or interest (not exceeding any maximum rate prescribed in respect of the particular class of stock) and shall be redeemable at such time and in such manner and subject otherwise to such terms and conditions as the directors may before the issue thereof determine:

Provided that the terms and conditions of redemption upon which any redeemable stock is issued shall be stated in any offer by the Company of such stock for sale and in the certificate of such stock and no term or condition of redemption which is not so stated shall be binding upon the holder of the stock.

(6) The Company shall not redeem out of revenue any redeemable stock except to the extent of any discount allowed on the issue or of any premium payable on the redemption thereof but nothing in this subsection shall be construed as restricting the

purposes to which the network redemption fund and the depreciation fund authorised by this Act may be respectively applied under section 35 (Network redemption fund) and section 41 (Depreciation fund) of this Act.

(7) Any preference shares or stock or debenture stock issued solely in substitution for redeemable stock shall not be subject to the provisions of section 16 (New shares stock and debenture stock to be sold by auction or tender) of the Act of 1929.

Renewal fund.

40.—(1) The directors may if they think fit in any year appropriate out of the revenue of the undertaking as part of the expenditure on revenue account to a fund to be called "the renewal fund" any sum not exceeding an amount equal to one per centum of the paid-up share capital of the Company (including premiums) exclusive of capital raised for meeting the network capital expenditure.

(2) The renewal fund shall be applicable only to meet expenses requisite for the maintenance and renewal of plant and works (other than plant and works forming part of the coke oven gas network and other than expenses incurred in the replacement or removal of plant or works) and shall be so applied from time to time for the purpose of equalising so far as may be the annual charge to revenue in respect of such expenses.

(3) The maximum amount standing to the credit of the renewal fund shall not at any time exceed an amount equal to one-twentieth part of the paid-up share capital of the Company (including premiums) exclusive of capital raised for meeting the network capital expenditure.

Depreciation fund.

41. Whereas by reason of the purchase by the Company of coke oven gas for the purpose of consumption in the limits of supply the Company have ceased to manufacture gas at several of their existing works and will also cease to manufacture gas at other of their existing works when the purchase of coke oven gas for the purpose aforesaid shall have been increased and in consequence thereof a large amount of the existing capital of the Company expended on such works has become and will become unproductive and it is expedient that the Company should be permitted

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(1) The directors may if they think fit in any year appropriate out of revenue of the Company as part of the expenditure on revenue account any sum not exceeding twenty-five thousand pounds to a fund to be called "the depreciation fund":

(2) The income accruing from the money and investments from time to time in the depreciation fund shall be accumulated in and form part of that fund or be credited to the revenue account of the Company as the directors may from time to time determine:

(3) The directors shall from time to time apply the whole or any part of the depreciation fund in or towards writing off the capital expenditure on any such unproductive works as aforesaid or the purchase of ordinary stock or preference shares or stock or debenture stock of the Company or partly in the one way and partly in the other :

(4) All shares or stock purchased under the provisions of this section shall immediately after the purchase thereof be cancelled and shall thenceforth be deemed to be extinguished and the directors shall cause the same to be duly noted as so cancelled and extinguished in the books of the Company :

Provided that all shares or stock so purchased otherwise than in the open market shall be purchased at a price not exceeding such price as may be certified by the auditor appointed under section 31 (Accounts and audit) of the Act of 1929 as the fair market price of such shares or stock on the date of purchase :

(5) Any moneys appropriated to the depreciation fund may (until applied in accordance with the foregoing provisions of this section) be invested in any securities in which trustees are for the time being by law authorised to invest or in such other manner as shall be authorised by resolution of the Company or be placed on deposit at interest with the

Company's bankers or be applied for the general purposes of the Company to which capital is properly applicable or be used partly in one of those ways and partly in the other or others of them :

(6) If and when the sums so appropriated or credited to the depreciation fund amount in the aggregate to five hundred thousand pounds no further sums shall be appropriated or credited to that fund.

Limit on carry forward.

42. It shall not be lawful for the Company to carry forward at the end of any year at the credit of the net revenue account any sum exceeding the total of the following amounts :—

(*a*) The amount required by the Company for paying any dividend or interest which the Company are entitled or required to pay but have not paid in respect of that year;

(*b*) An amount equal to the total sum which the Company would be lawfully entitled to distribute as dividends on the preference stock and ordinary stock in respect of the next following year at the maximum rate or basic rate respectively applicable to such stock; and

(*c*) An amount equal to the total sum which the Company will be required to pay during the next following year as interest on any mortgages or debenture stock.

PART V.

MISCELLANEOUS PROVISIONS.

Agreements between Company and other gas undertakers.

43.—(1) The Company and any gas undertakers may with the approval of the Board of Trade enter into and carry into effect agreements with each other for all or any of the following purposes :—

The use of or the participation in the use or any benefit of any premises plant organisation operations or other facilities belonging to enjoyed by or carried on or provided wholly or partly by the Company in relation to the manufacture and sale of gas or products arising in such manufacture or the provision of any such facilities;

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The carrying out of scientific research in relation to coal and such residual products as aforesaid;

The extension provision and maintenance or use of any laboratories and apparatus for such research and the use or benefit of any results or discoveries arising thereby;

The provision of any buildings works or plant for the purpose of enabling either party to such agreement to give a supply of gas in bulk to the other of them;

The provision of money for carrying into effect any such agreement; and

Any matters or things incidental to or connected with any of the purposes aforesaid.

(2) The Company and any gas undertakers entering into any such agreement shall remain and be subject to all and the same obligations and liabilities to all persons not being parties to any such agreement as they would have been subject to if such agreement had not been entered into.

(3) The Company and any gas undertakers when submitting to the Board of Trade any proposals for an agreement under this section shall furnish particulars of such proposals to every county council and local authority having jurisdiction either within the Company's limits of supply or the area of supply of the gas undertakers who are a party to any such agreement and the said county councils and local authorities shall be entitled to make representations to and be heard by the Board of Trade thereon before the agreement embodying such proposals is approved by the said Board.

(4) Nothing in this section shall empower the Company or any such gas undertakers as aforesaid to work up and convert residual products arising from the manufacture of gas except in accordance with the provisions of and subject to the restrictions imposed by the Acts or Orders by which the Company or such gas undertakers are authorised to work up and convert residual products.

Loans to other companies and exchange of securities and subscription for shares.

44. In any case in which the Company and any other company have entered into any agreement under the last preceding section of this Act the Company may to such extent as in the opinion of the directors will be of advantage for furthering the purposes of such agreement including a reduction in the price of gas effect

exchanges of stock shares or securities of the Company with proprietors of stock shares or securities in such other company and lend money to and subscribe for purchase hold and dispose of stock shares or securities in such other company.

Mode of cutting off supplies.

45.—(1) In any case in which the Company are by virtue of any enactment relating to the undertaking authorised to cut off and discontinue the supply of gas to any premises in consequence of any default on the part of the occupier of the premises 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 reconnect 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 subject to the provisions of section 22 of the Gasworks Clauses Act 1871 shall have and may exercise the like powers of entry as are exerciseable under that section.

Expenses of reconnecting discontinued supply.

46. In any case in which in consequence of any default on the part of the occupier of any premises the Company have cut off the supply of gas to such premises and the occupier so in default shall desire to resume such supply he shall pay to the Company the reasonable expenses of reconnecting the supply and the Company shall not be under any obligation to supply gas to such occupier until he shall have made good the default and paid such expenses.

Elected directors holding office under or contracting with Company.

47.—(1) Notwithstanding anything in the Companies Clauses Consolidation Act 1845 no person shall be disqualified from being an elected director by reason of his holding any office or place of trust or profit under the Company or by reason of his being interested in any contract with the Company nor shall any elected director be required to cease from voting or acting as a director

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by reason of his accepting any such office or place of trust or profit or becoming interested in any such contract Provided that if he is or becomes interested in any contract with the Company whether such interest shall arise before or after his appointment as an elected director the nature of his interest in the contract shall be disclosed by him at the meeting of the directors at which the contract is determined on if his interest then exists or in any other case at the first meeting of the directors after the acquisition of his interest or after his appointment and that no elected director shall as a director vote in respect of any such contract and if he does so vote his vote shall not be counted but this prohibition shall not apply to any contract by or on behalf of the Company to give to the directors or any of them any security by way of indemnity.

(2) No elected director shall be disqualified from acting by reason of the fact that he has entered into a contract with the Company for the supply and consumption of gas.

Authentication and service of notices by Company.

48. Any notice to be served by the Company on a person supplied with gas shall be sufficiently authenticated by the signature of the secretary or other officer of the Company for the time being authorised in writing by the directors 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 of business or by delivering the same to some inmate at his last known 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.

Meaning of "consumer."

49. The term "consumer" where used in the Act of 1929 elsewhere than in Part VII (Coke oven gas) or where used in this Act elsewhere than in Part III shall not (except where otherwise expressly enacted) include any authority company body or person supplied by the

Company with coke oven gas whether in bulk or otherwise outside the limits of supply. A.D. 1931.

Revision of basic prices.

50.—(1) The basic prices of gas supplied by the Company as prescribed by section 74 (Basic prices and basic rates of dividend) of the Act of 1929 and by subsection (2) of section 6 (Special provisions as to added part of Wortley) of this Act may at any time and from time to time be revised by an order made by the Board of Trade under section 1 of the Gas Regulation Act 1920 as amended by section 8 of the Gas Undertakings Act 1929 in the like circumstances on the like conditions and in the like manner as the prices could be revised if originally authorised by an order made under the two last-mentioned sections and on the making of any such order the Act of 1929 and this Act shall have effect as if the basic prices authorised by the order were substituted for the basic prices authorised by the said section 74 of the Act of 1929 and section 6 of this Act.

(2) In the application of the said section 1 and section 8 for the purposes of this section the expression "gas" shall include coke oven gas and the expression "gas undertaking" shall include the whole undertaking of the Company for the time being authorised.

Recovery of demands.

51. Proceedings for the recovery of any demand made under the authority of any Act or Order from time to time relating to the undertaking whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Recovery of penalties &c.

52. Save as otherwise expressly provided by any Act or Order from time to time relating to the undertaking all offences against any such Act or Order and all penalties forfeitures costs and expenses imposed or recoverable thereunder or under any byelaw made in pursuance thereof may be prosecuted and recovered in a summary manner:

Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts.

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For protection of Sheffield Corporation.

53.—(1) Section 99 (For protection of Sheffield Corporation) of the Act of 1929 shall extend and apply for the protection of the corporation with reference to the powers of this Act as if that section were re-enacted in this Act.

(2) Notwithstanding anything in any Act to the contrary it shall not be lawful for the Company to enter upon break up or interfere with any part of Tinsley Bridge for the purpose of laying any main or pipe or executing any work under Part III of this Act or Part VII of the Act of 1929 except with the consent of the corporation in writing Provided that the consent of the corporation under this subsection shall not be unreasonably withheld and any difference which may arise between the Company and the corporation as to whether any such consent has been unreasonably withheld shall be determined by an engineer or other fit person to be appointed (in default of agreement between the parties) by the President of the Institution of Civil Engineers on the application of either party and subject thereto the provisions of the Arbitration Act 1889 shall apply to any arbitration under this subsection.

For protection of Rotherham Corporation.

54. Notwithstanding anything in this Act the following provisions shall unless otherwise agreed in writing apply and have effect for the protection of the Rotherham Corporation :—

(1) The Company shall not supply gas within the area of supply of the Rotherham Corporation Provided that nothing in this subsection shall prevent the Company from supplying gas (subject in all respects to the provisions of section 13 of the Rotherham Corporation Act 1904) within so much of the borough of Rotherham (in this section referred to as "the borough") as is at the date of this Act included within the Company's limits of supply :

(2) Except as expressly provided in this Act nothing contained therein shall prejudice or affect the rights conferred upon the Rotherham Corporation by the Rotherham Corporation Act 1918 :

(3) All mains pipes and apparatus laid by the Company in or along any road for the time being maintainable by the Rotherham Corporation shall where reasonably practicable be laid in

such a position under the footpath or otherwise at the side of the road as the Rotherham Corporation in writing under the hand of their surveyor (hereinafter called "the borough surveyor") may reasonably direct:

(4) (*a*) The Company shall not without the consent in writing of the Rotherham Corporation lay any mains pipes culverts or other works across the bridge in the borough which is known as the Chantry Bridge;

(*b*) The Company shall not without the consent in writing of the Rotherham Corporation (which consent shall not be unreasonably withheld) open or break up the roadway on any other bridge by whomsoever maintainable if the roadway is for the time being maintainable by the Rotherham Corporation or in any manner interfere with the structure of any such other bridge for the time being maintainable by the Rotherham Corporation and shall if reasonably required so to do by the Rotherham Corporation attach any main or pipe which they may wish to carry across such other bridge under or on the side of the bridge in such manner as the Rotherham Corporation may reasonably direct:

(5) If the Company shall make any trench or excavation in the roadway or footpath of any road or over any bridge and the roadway or footpath is maintainable by the Rotherham Corporation the Company shall fill in and properly ram to the satisfaction of the borough surveyor the trench or excavation and after they have done so the Rotherham Corporation shall reinstate and make good the surface of the roadway or footpath and for the work so carried out by the Rotherham Corporation the Company shall pay to them the expenses thereof which expenses shall be based upon a schedule of prices to be agreed between the Company and the Rotherham Corporation or failing agreement settled by arbitration Provided that if the Rotherham Corporation fail to reinstate and make good the surface of the roadway or footpath within a reasonable period and in a reasonable manner after the Company shall have filled in and

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rammed any such trench or excavation the Rotherham Corporation shall indemnify the Company against all costs charges expenses and penalties for which they may become liable by reason of the failure :

(6) If any mains pipes and apparatus are to be laid in any road maintainable by the Rotherham Corporation where the foundation of the road consists of concrete the Rotherham Corporation may if they so desire execute the work of opening the trench so far as the breaking or cutting through of the concrete is concerned and the Company shall pay the reasonable costs of the Rotherham Corporation for so doing but if the Rotherham Corporation fail to commence the breaking through of the concrete within three working days after the expiration of (or in emergency forthwith after receipt of) the notice by the Company of their intention to lay any main pipe or apparatus the Company may themselves execute the work :

(7) The surplus paving metalling or materials removed during the laying of any mains pipes and apparatus by the Company in any road in the borough shall not be placed on the metalled portion of the road without the consent in writing of the Rotherham Corporation under the hand of the borough surveyor which consent may be given subject to such conditions and directions as he may reasonably impose or give :

(8) All surplus paving metalling or materials removed during the laying of any mains pipes and apparatus by the Company in any road for the time being maintainable by the Rotherham Corporation and not required by the Company for the purpose of reinstating and making good the road may be used by the Rotherham Corporation for the maintenance and repair of any other road for the time being maintainable by them and the Company shall on receiving notice from the Rotherham Corporation forthwith remove the same to such place as the borough surveyor may reasonably direct and if the Company fail to do so the said surveyor may

at the cost of the Company remove the same and the Rotherham Corporation shall repay to the Company any expenses which the Company may reasonably incur in removing the same if the place to which the surveyor requires the surplus paving metalling or materials to be removed is more than one mile from the place of excavation or outside the borough :

(9) The notice required by section 8 of the Gasworks Clauses Act 1847 shall (except in emergency when the longest reasonably practicable notice shall be given) be not less than fourteen days instead of three days :

(10) The plan required by section 9 of the said Act of 1847 shall (except in emergency) be accompanied by a description of the proposed works in the case of any road for the time being maintainable by the Rotherham Corporation and by a section in the case of any bridge for the time being so maintainable and shall (except in emergency) be delivered to the Rotherham Corporation or the borough surveyor by the Company not less than fourteen days before they commence to open or break up the road or interfere with the bridge :

(11) Nothing in this Act shall interfere with the right of the Rotherham Corporation to alter the level of or deviate or improve in any manner they think fit any road for the time being maintainable by them in or along which any mains pipes or apparatus of the Company shall have been laid or placed in the same manner as they might have done if this Act had not been passed If any such alteration deviation or improvement be intended by the Rotherham Corporation the Company shall with all convenient speed on receiving fourteen days' notice (or shorter notice in emergency) in writing under the hand of the borough surveyor so to do alter the position of any such mains pipes and apparatus in such manner and to such extent as such notice may prescribe and to the reasonable satisfaction of the borough surveyor Provided that the Rotherham Corporation shall afford to the Company all reasonable facilities for such alteration

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of their mains pipes and apparatus and (during the alteration deviation or improvement of such road) for temporarily carrying or supporting such mains pipes and apparatus along the road so as not to interrupt the continuous supply of gas or to diminish the pressure of such supply and the Rotherham Corporation shall also repay to the Company all expenses reasonably incurred by them in complying with the requirements of the borough surveyor under this subsection :

(12) Nothing in this Act shall interfere with the right of the Rotherham Corporation at any time to remove alter widen reconstruct or rebuild any bridge over near or attached to which any mains or pipes of the Company are carried in the same manner as they might have done if this Act had not been passed If any such bridge over near or attached to which any such mains or pipes are carried be removed altered widened reconstructed or rebuilt as aforesaid the Company shall at their own expense with all convenient speed on receiving fourteen days' notice (or shorter notice in emergency) in writing under the hand of the borough surveyor so to do alter the position of the mains and pipes and any works by which they are carried over or near or attached to such bridge to the satisfaction of the borough surveyor Provided that the Rotherham Corporation shall afford all reasonable facilities to the Company for such alteration of their mains and pipes and (during the removal alteration widening reconstruction or rebuilding of the bridge) for temporarily carrying the mains or pipes across the stream river or other place over which the bridge is carried so as not to interfere with the continuous supply of gas or to diminish the pressure of such supply Provided further that if the removal alteration widening reconstruction or rebuilding of any such bridge is required solely for the accommodation of any road transport service belonging to or worked or provided by the Rotherham Corporation then the Rotherham Corporation shall in any event repay to the Company any expense reasonably incurred by the Company in

complying with any requirement of the borough surveyor under this subsection :

(13) All works of the Company so far as they affect any road or bridge in the borough 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 without the consent of the borough surveyor open or break up at any one time a greater continuous length than two hundred yards of any road nor more than one hundred yards where there is only room for one four-wheeled vehicle to pass nor in the latter case shall such openings or breakings up be carried out without leaving where reasonably practicable a clear space of fifty yards between consecutive openings or breakings up except with the consent of the said surveyor :

(14) The Company will use their best endeavours to use such mains pipes and apparatus as will so far as reasonably practicable avoid risk through leakage in cases of subsidence :

(15) Any difference which shall arise between the Rotherham Corporation or the borough surveyor and the Company under the provisions of subsections (3) to (14) inclusive of this section shall be referred to and determined by an arbitrator to be agreed between the Rotherham Corporation and the Company or failing agreement to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration :

(16) The provisions of subsections (3) to (14) inclusive of this section shall not apply within the portion of the borough which is at the date of the passing of this Act included within the Company's limits of supply or to any mains pipes and culverts now or hereafter laid within that portion of the borough :

(17) Nothing in this Act shall extend to or authorise any interference with any electric lines or works forming part of the electricity undertaking of

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the Rotherham Corporation to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with and subject to the provisions of that section and the provisions of that section shall be deemed to extend to and include any electric lines or works of the Rotherham Corporation constructed or placed upon or above the level of the ground.

For protection of Derbyshire County Council.

55. Section 100 (For protection of Derbyshire County Council) of the Act of 1929 shall extend and apply for the protection of the county council of the administrative county of Derby in relation to the powers conferred by this Act as if that section were re-enacted in this Act with any necessary modifications.

For protection of West Riding County Council and Rotherham Rural District Council.

56. Section 101 (For protection of West Riding County Council) and section 102 (For protection of Rotherham Rural District Council) of the Act of 1929 shall extend and apply for the protection of the West Riding County Council and the Rotherham Rural District Council in relation to the powers conferred on the Company by this Act as if the expression "the specified provisions of this Act" in the said section 101 included the provisions of this Act:

Provided that for the purposes of such extension and application the said section 101 (For protection of West Riding County Council) shall be read and have effect as though the expression "main road" in that section included any county road within the meaning of the Local Government Act 1929 other than a county road vested in any urban district council:

Provided also that subsection (1) of the said section 101 shall not apply to any mains pipes and culverts forming part of the coke oven gas network but in lieu thereof the following provisions shall have effect:—

(1) Whenever the Company intend to lay any mains pipes and culverts forming part of the coke oven gas network along any route comprising any county road or any bridge repairable by the county council they shall before proceeding to lay such mains pipes and culverts submit to the county council a plan showing the proposed route thereof and if the county council object to the proposed route and are unable to agree

with the Company an alternative route the route along which such mains pipes and culverts shall be laid shall be determined by an arbitrator appointed by the Minister of Transport for that purpose The reasons on which the county council may object to the proposed route shall include the reason that it comprises a bridge or bridges unsuitable for carrying the proposed mains pipes or culverts :

(2) The Company shall not for the purpose of laying any mains pipes and culverts forming part of the coke oven gas network interfere with the structural part of any bridge repairable by the county council except with the consent in writing of the county council but such consent shall not be unreasonably withheld and may be given on such conditions (not being a money payment) as the county council may reasonably determine :

(3) All mains pipes and culverts (forming part of the coke oven gas network) to be laid in or along any county road shall be laid in such position and at such depth (not less than two feet from the surface) as the county council shall by writing under the hand of their surveyor reasonably direct :

(4) If the Company open any county road for the purpose of laying or repairing any mains pipes or culverts forming part of the coke oven gas network the county council may require that the final reinstatement of the surface material and the foundation thereof (after the filling in of the trench by the Company to the reasonable satisfaction of the county council) shall be deferred for a period not exceeding six months to allow for the settlement of the ground after the filling in of such trench as aforesaid.

For protection of urban highway authorities.

57. The provisions of section 101 (For protection of West Riding County Council) of the Act of 1929 shall as far as applicable apply and have effect for the protection of any urban district council having jurisdiction within the coke oven gas limits (so far as situate in the west riding of Yorkshire) in relation to roads and bridges vested in such council so far as such roads and bridges

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may be affected by the exercise of the powers conferred on the Company by Part III of this Act as if—

(i) that urban district council had been named therein in lieu of the county council;

(ii) such roads and bridges had been referred to therein in lieu of main roads and county or main road bridges; and

(iii) the expression "the specified provisions of this Act" therein meant the provisions of Part III of this Act:

Provided that before making any requirement or giving any direction under subsection (5) of the said section 101 in respect of any county road vested in them the urban district council shall submit a statement of their proposals to the West Riding County Council and shall consider any representations thereon which may be made within fourteen days after the submission of such proposals Provided also that nothing in this section shall apply to any bridge repairable at the cost of the West Riding County Council.

For protection of Barnsley Corporation.

58. Notwithstanding anything in this Act the following provisions shall unless otherwise agreed in writing apply and have effect for the protection of the mayor aldermen and burgesses of the county borough of Barnsley (hereinafter called "the corporation" and "the borough" respectively):—

(1) All mains pipes and apparatus laid by the Company in or along any road for the time being maintainable by the corporation shall where reasonably practicable be laid in such a position under the footpath or otherwise at the side of the road as the corporation in writing under the hand of their surveyor (hereinafter called "the borough surveyor") may reasonably direct:

(2) The Company shall not without the consent in writing of the corporation (which consent shall not be unreasonably withheld) open or break up the roadway on any bridge by whomsoever maintainable if the roadway is for the time being maintainable by the corporation or in any manner interfere with the structure of any bridge for the time being maintainable by the corporation and shall if reasonably required so

to do by the corporation attach any main or pipe which they may wish to carry across the bridge under or on the side of the bridge in such manner as the corporation may reasonably direct:

(3) If the Company shall make any trench or excavation in the roadway or footpath of any road or over any bridge and the roadway or footpath is maintainable by the corporation the Company shall fill in and properly ram to the satisfaction of the borough surveyor the trench or excavation and after they have done so the corporation shall reinstate and make good the surface of the roadway or footpath and for the work so carried out by the corporation the Company shall pay to them the expenses thereof which expenses shall be based upon a schedule of prices to be agreed between the Company and the corporation or failing agreement settled by arbitration Provided that if the corporation fail to reinstate and make good the surface of the roadway or footpath with all reasonable speed after the Company shall have filled in and rammed any such trench or excavation the corporation shall indemnify the Company against all costs charges expenses and penalties for which they may become liable by reason of the failure:

(4) If any mains pipes and apparatus are to be laid in any road maintainable by the corporation where the foundation of the road consists of concrete the corporation may if they so desire execute the work of opening the trench so far as the breaking or cutting through of the concrete is concerned and the Company shall pay the reasonable costs of the corporation for so doing but if the corporation fail to commence the breaking through of the concrete within three days after the expiration of (or in emergency forthwith after receipt of) the notice by the Company of their intention to lay any main pipe or apparatus the Company may themselves execute the work:

(5) The surplus paving metalling or materials removed during the laying of any mains pipes and

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apparatus by the Company in any road in the borough shall not be placed on the metalled portion of the road without the consent in writing of the corporation under the hand of the borough surveyor which consent may be given subject to such conditions and directions as he may reasonably impose or give :

(6) All surplus paving metalling or materials removed during the laying of any mains pipes and apparatus by the Company in any road for the time being maintainable by the corporation and not required by the Company for the purpose of reinstating and making good the road may be used by the corporation for the maintenance and repair of any other road for the time being maintainable by them and the Company shall on receiving notice from the corporation forthwith remove the same to such place as the borough surveyor may reasonably direct and if the Company fail to do so the said surveyor may at the cost of the Company remove the same and the corporation shall repay to the Company any expenses which the Company may reasonably incur in removing the same if the place to which the surveyor requires the surplus paving metalling or materials to be removed is more than one mile from the place of excavation or outside the borough :

(7) The notice required by section 8 of the Gasworks Clauses Act 1847 shall (except in emergency when the longest reasonably practicable notice shall be given) be not less than fourteen days instead of three days :

(8) The plan required by section 9 of the said Act of 1847 shall (except in emergency) be accompanied by a description of the proposed works in the case of any road for the time being maintainable by the corporation and by a section in the case of any bridge for the time being so maintainable and shall (except in emergency) be delivered to the corporation or the borough surveyor by the company not less than fourteen days before they commence to open or break up the road or interfere with the bridge :

(9) Nothing in this Act shall interfere with the right of the corporation to alter the level of or deviate or improve in any manner they think fit any road for the time being maintainable by them in or along which any mains pipes or apparatus of the Company shall have been laid or placed in the same manner as they might have done if this Act had not been passed If any such alteration deviation or improvement be intended by the corporation the Company shall with all convenient speed on receiving fourteen days' notice (or shorter notice in emergency) in writing under the hand of the borough surveyor so to do alter the position of any such mains pipes and apparatus in such manner and to such extent as such notice may prescribe and to the reasonable satisfaction of the borough surveyor Provided that the corporation shall afford to the Company all reasonable facilities for such alteration of their mains pipes and apparatus and (during the alteration deviation or improvement of such road) for temporarily carrying or supporting such mains pipes and apparatus along the road so as not to interrupt the continuous supply of gas or to diminish the pressure of such supply and the corporation shall also repay to the Company all expenses reasonably incurred by them in complying with any requirements of the borough surveyor under this subsection :

(10) Nothing in this Act shall interfere with the right of the corporation at any time to remove alter widen reconstruct or rebuild any bridge over near or attached to which any mains or pipes of the Company are carried in the same manner as they might have done if this Act had not been passed If any such bridge over near or attached to which any such mains or pipes are carried be removed altered widened reconstructed or rebuilt as aforesaid the Company shall at their own expense with all convenient speed on receiving fourteen days' notice (or shorter notice in emergency) in writing under the hand of the borough surveyor so to do alter the position of the mains and pipes and any works by which they are carried over or near or attached to such bridge to the satisfaction of

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the borough surveyor Provided that the corporation shall afford all reasonable facilities to the Company for such alteration of their mains and pipes and (during the removal alteration widening reconstruction or rebuilding of the bridge) for temporarily carrying the mains or pipes across the stream river or other place over which the bridge is carried so as not to interfere with the continuous supply of gas or to diminish the pressure of such supply Provided further that if the removal alteration widening reconstruction or rebuilding of any such bridge is required solely for the accommodation of any road transport service belonging to or worked or provided by the corporation then the corporation shall in any event repay to the Company any expense reasonably incurred by the Company in complying with any requirement of the borough surveyor under this subsection :

(11) All works of the Company so far as they affect any road or bridge in the borough 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 without the consent of the borough surveyor open or break up at any one time a greater continuous length than two hundred yards of any road nor more than one hundred yards where there is only room for one four-wheeled vehicle to pass nor in the latter case shall such openings or breakings up be carried out without leaving where reasonably practicable a clear space of fifty yards between consecutive openings or breakings up except with the consent of the said surveyor :

(12) The Company will use their best endeavours to use such mains pipes and apparatus as will so far as reasonably practicable avoid risk through leakage in cases of subsidence :

(13) Any difference which shall arise between the corporation or the borough surveyor and the Company under the foregoing provisions of this section shall be referred to and determined

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by an arbitrator to be agreed upon between the corporation and the Company or failing agreement to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration:

(14) Nothing in this Act shall extend to or authorise any interference with any electric lines or works forming part of the electricity undertaking of the corporation to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with and subject to the provisions of that section and the provisions of that section shall be deemed to extend to and include any electric lines or works of the corporation constructed or placed upon or above the level of the ground.

For protection of London Midland and Scottish Railway Company.

59. Section 103 (For protection of London Midland and Scottish Railway Company) of the Act of 1929 shall extend and apply for the protection of the London Midland and Scottish Railway Company with reference to the powers of this Act as if that section were re-enacted in this Act with the following alterations:—

(i) the substitution of the words "in executing "and maintaining the works authorised by "this Act" for the words "in executing and "maintaining the works authorised by the "former Acts and Orders (including the works "transferred to and vested in the Company "by the Order of 1924) or this Act" in subsection (1) of that section; and

(ii) the substitution of the words "under the powers of this Act" for paragraphs (i) (ii) (iii) and (iv) of subsection (2) of that section.

For protection of the London and North Eastern Railway Company.

60. Section 104 (For protection of London and North Eastern Railway Company) of the Act of 1929 shall extend and apply for the protection of the London and North Eastern Railway Company with reference to the powers of this Act as if that

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section were re-enacted in this Act with the following alterations—

(i) the substitution of the words "under the powers of this Act" for the words "in so "much of the parish of Tankersley as is "in the limits of supply or in the exercise "of the powers of Part VII (Coke oven gas) "of this Act" in subsection (1) of that section;

(ii) the substitution of the words "under the powers of this Act" for paragraphs (i) (ii) and (iii) of subsection (5) of that section; and

(iii) the substitution of the words "under any of the powers of this Act" for the words "under "any of the powers of this Act in the said "portion of the parish of Tankersley or under "the powers of Part VII (Coke oven gas) "of this Act" in subsection (6) of that section.

For protection of railway committees.

61. The provisions of section 104 (For protection of London and North Eastern Railway Company) of the Act of 1929 as amended by the section of this Act of which the marginal note is "For protection of the London and North Eastern Railway Company" shall extend and apply in respect of any mains pipes or works of the Company to be laid or constructed under the powers of this Act under over or across the railways or works of the South Yorkshire Joint Line Committee the Great Central and Midland Joint Committee the Midland and North Eastern Railway Companies Committee and the Great Central Hull and Barnsley and Midland Committee as though the expression "the railway company" in that section 104 included each of those committees.

For protection of Yorkshire Electric Power Company and Electrical Distribution of Yorkshire Limited.

62. Nothing in this Act shall extend to or authorise any interference with any works respectively of the Yorkshire Electric Power Company and Electrical Distribution of Yorkshire Limited to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with and subject to the provisions of that section and the provisions of that section shall be deemed to extend to and include any electric lines or works of those companies respectively constructed or placed upon or above the level of the ground.

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Repeal and amendment.

63.—(1) The following provisions of the Act of 1929 are hereby repealed :—

Section.	Extent of Repeal.
Section 15 (Issue of redeemable preference capital and debenture stock).	The whole section.
Section 53 (As to stopping the supply of gas).	The words "or for meters or fittings."
Section 69 (Restriction on supply of coke oven gas for illumination).	The whole section.
Section 70 (Supply of coke oven gas for lighting purposes in certain events).	The whole section.
Section 74 (Basic prices and basic rates of dividend).	Subsection (2).
Section 82 (Limit on carry forward.	The whole section.
Section 83 (Special purposes fund.)	Subsection (6).
Section 91 (Costs of distress).	The whole section.
Section 95 (County court judges and justices not disqualified).	The whole section.

(2) Subsection (3) of section 28 (Provisions as to elected directors) of the Act of 1929 shall have effect as if the sum of six thousand pounds were substituted therein for the sum of four thousand pounds.

(3) Section 67 (Supply of coke oven gas) of the Act of 1929 shall have effect as if—

(i) in subsection (1) thereof the words from "but the Company" to the end of the subsection were omitted therefrom; and

(ii) in subsection (3) thereof the words "under this section" were substituted for the words "whether under this section or otherwise."

(4) Subsection (5) of section 77 (Division of surplus profits if price of gas less than basic price) of the Act of

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1929 shall have effect as if a reference to section 42 (Limit on carry forward) of this Act were substituted therein for the reference to section 82 of the Act of 1929.

Costs of Act.

64. All the costs charges and expenses of and incident to the preparing for obtaining and passing of this Act and otherwise in relation thereto shall be paid by the Company and shall be charged as follows :—

As to two-thirds thereof to the capital account of the coke oven gas business as an item of the network capital expenditure;

As to the remaining one-third thereof to the general capital account or the general revenue account (as the directors may determine) of the undertaking.

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

AREA ADDED TO LIMITS OF SUPPLY.

In the city of Sheffield the following areas :—

(i) The portion of the former parish of Catcliffe added to the city by section 7 of the Sheffield Corporation Act 1900 and described in the Second Schedule to that Act;

(ii) The portions of the parishes of Derwent Outseats and Hathersage added to the city by the Sheffield Corporation Act 1928 and respectively defined in that Act as "the added part" of those respective parishes.

In the administrative county of the west riding of Yorkshire—

The parish of Wortley in the rural district of Wortley except so much of that parish as is within the limits of supply of the Stocksbridge Gas Company and is described in section 40 (1) of the Stocksbridge Gas Act 1919;

So much of the parish of Tankersley in the rural district of Wortley as is not within the limits defined in the Second Schedule to the Act of 1929.

SECOND SCHEDULE.

COKE OVEN GAS LIMITS.

(1) The whole of the limits of supply.

(2) So much of the city of Sheffield as is not within the limits of supply.

(3) So much of the county borough of Rotherham as is not within the limits of supply.

(4) So much of the urban district of Stocksbridge the rural district of Wortley and the rural district of Rotherham in the administrative county of the west riding of Yorkshire as is not within the limits of supply.

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(5) So much of the rural district of Chesterfield in the administrative county of Derby as is not within the limits of supply and is included within the existing coke oven gas limits as defined in section 67 (4) of the Act of 1929.

(6) The whole of the county borough of Barnsley.

(7) The whole of the following urban districts in the administrative county of the west riding of Yorkshire viz. Darfield Darton Greasborough Hoyland Nether Rawmarsh Royston Swinton Wath-upon-Dearne Wombwell and Worsborough.

(8) The undermentioned parishes in the administrative county of the west riding of Yorkshire :—

The parish of Carlton in the rural district of Barnsley;

The parish of Adwick-upon-Dearne in the rural district of Doncaster;

The parishes of Havercroft and Little Houghton in the rural district of Hemsworth;

The parishes of Dinnington North and South Anston Todwick and Wales in the rural district of Kiveton Park.

THIRD SCHEDULE.

AN AGREEMENT made the twenty-ninth day of May nineteen hundred and thirty-one between the SHEFFIELD GAS COMPANY (hereinafter referred to as "the Buyers") of the one part and the SOUTH YORKSHIRE GAS GRID COMPANY LIMITED whose registered office is situate in the city of Sheffield (hereinafter referred to as "the Sellers") of the other part.

WHEREAS the Buyers are promoting in the present Session of Parliament a Bill intituled "the Sheffield Gas Bill" whereby it is proposed (inter alia) to enlarge and alter the obligations and powers of the Buyers with respect to the purchase and supply of coke oven gas and the Sellers have deposited a petition against that Bill.

And whereas the Sellers are a company incorporated under the Companies Act 1929 of which the constituent members at the date of this Agreement are the Companies named in the First Schedule hereto.

And whereas the constituent members of the Sellers own coking and by-product works in the area known as the South Yorkshire coal area and are producing gas at or by means of their respective coking plants.

And whereas the Sellers are promoting in the present session of Parliament a Bill intituled "the South Yorkshire Gas Network Bill" whereby it is proposed (inter alia) to incorporate a company and to authorise that company to supply coke oven gas within the area defined in the First Schedule to that Bill and the Buyers have deposited a petition against that Bill.

And whereas it has been agreed that the Sellers shall withdraw the last-mentioned Bill and their petition against the first-mentioned Bill on the terms and subject to the conditions hereinafter appearing.

Now it is hereby agreed as follows :—

1. In this agreement—

"gas" means (except where otherwise expressly stated) crude gas produced at coke ovens;

"constituent members" means members of the Sellers' company for the time being;

"the existing contracts" means the contracts entered into by the Buyers for the purchase of gas of which contracts particulars are given in the Second Schedule hereto;

"gas supplied under this agreement" means gas supplied under any contract made in pursuance of clause 4 (iv) hereof;

"point of delivery" means a point at which gas is delivered by the Sellers to the Buyers under any such contract;

"the coking plants" means the coking plants from which gas supplied under this agreement is for the time being supplied;

"calorific value" means the number of British thermal units (gross) produced by the combustion of one cubic foot of gas measured at 60° Fahrenheit under a pressure of thirty inches of mercury and saturated with water vapour;

"quarter" in relation to a period of time means a period of three months ending on the last day of March June September or December;

"the Mines Department Statistical Summary" means the statistical summary of output and of the costs of production proceeds and profits of the coal mining industry issued quarterly by the Mines Department of the Board of Trade and includes any similar summary issued by any other Department of State for the time being discharging the functions now performed by the Mines Department.

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2. The Buyers may continue to purchase gas under and in accordance with the terms of any of the existing contracts so long as such contract remains in existence.

3. Except as provided by clauses 2 and 4 (iii) hereof the Buyers shall not purchase or take gas from any authority company body or person other than the Sellers.

4.—(i) The Buyers may at any time and from time to time request the Sellers to grant for any period not exceeding three months an option to purchase such daily or other quantity of gas as the Buyers may specify in their request any such request shall also state the period for which the supply is required and any rights which may be desired for the continuance of the supply at the expiration of that period.

On any such request being made the Sellers shall within twenty-eight days of the receipt thereof grant to the Buyers an option for a period of three months or such shorter period as may be stated in the request to purchase such daily or other quantity of gas (to be stated in the option) as the Sellers are able and willing to supply to the Buyers and during such period and with such rights for the continuance of the supply at the expiration of that period as are stated in the option or as may be agreed between the Buyers and the Sellers.

(ii) The Sellers shall use their best endeavours to provide such quantity of gas and for such period as may be specified in any request by the Buyers for an option under paragraph (i) of this clause.

(iii) If the Sellers are unable or unwilling within twenty-eight days of the receipt of the said request to grant to the Buyers an option to purchase the total daily or other quantity of gas stated in the request during a period of five years or such less period as may be stated in the request then the Buyers may notwithstanding anything in clause 3 hereof enter into contracts for a period not exceeding five years for the supply by any other authority company body or person of the portion of the said total daily or other quantity of gas which the Sellers are unable or unwilling to grant an option to purchase and may continue to take a supply of gas under and in accordance with the terms of such contracts and such contracts may be renewed from time to time Provided that the period stated in any such contract and the periods of any renewals of that contract shall not together exceed fifteen years.

(iv) During the currency of any option granted in pursuance of paragraph (i) of this clause the Buyers may by notice in writing to the Sellers require that a contract shall be entered into between the Sellers and the Buyers whereby the Sellers agree to supply and the Buyers agree to take such daily or other quantity of gas and for such period as may be stated in such notice but not exceeding the daily or other quantity or the period stated in the option and

thereupon such contract shall be entered into by the parties accordingly. A.D. 1931.

(v) Gas supplied under this agreement shall be delivered to the Buyers at such coking plants as may be agreed between the Buyers and the Sellers or failing agreement determined by arbitration.

(vi) It shall be a term of any contract made in pursuance of paragraph (iv) of this clause that the contract shall (if the Buyers at any time not less than six months before the expiration of the contract so require) be renewed for such further period as shall be specified in the option in pursuance of which the contract is made.

(vii) Contracts made in pursuance of paragraph (iv) of this clause shall be excused from performance so far and so long as performance is substantially affected by accident breakdown stoppage explosion tempest war strike lock-out or other cause whatsoever beyond the control of the Buyers or the Sellers or their constituent members or the collieries or places from which they receive supplies of coal.

5.—(i) If the Sellers become aware or have sufficient reason to suppose that a strike or lock-out is impending at the coking plants or at the collieries or places from which the constituent members owning the coking plants receive supplies of coal the Sellers will cause the constituent members owning those plants to make provision for any stoppage or shortage likely to ensue from such strike or lock-out by accumulating and keeping at such plants where reasonably practicable two weeks' stock of coal for coking.

(ii) If any supply of gas to the Buyers under any contract made in pursuance of clause 4 (iv) hereof shall be at any time stopped by reason of any strike or lock-out of workmen or any fire or other circumstance beyond the control of the Sellers or any other cause the Buyers shall have the option of buying from the Sellers or their constituent members so much of the said stock of coal as may be agreed between the Buyers and the Sellers and at such price as may be so agreed.

6. The Buyers will use their best endeavours (within their statutory powers) to promote the sale of gas for industrial purposes.

7. Nothing in this agreement or any option requested or granted or any contract made in pursuance of clause 4 (iv) hereof shall preclude or restrict the Sellers or any of their constituent members from selling or otherwise disposing of to any authority company body or person any gas belonging to the Sellers or produced by any of their constituent members and not for the time being the subject of any such option granted or contract made.

8.—(i) The Buyers shall with all reasonable speed provide and lay and shall thereafter maintain proper and suitable mains to

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(ii) The Buyers shall provide and maintain on their main at each point of delivery a suitable valve Every such valve shall be immediately closed by the representatives of the Sellers if and whenever there shall be any stoppage shutdown breakdown or other circumstance preventing the free passage of gas into the Buyers' mains at that point of delivery and the Sellers shall immediately advise the Buyers of any such closing of any such valve.

9.—(i) All gas supplied under this agreement shall be crude gas unpurified and shall at the point of delivery—

(*a*) comply with the specification set out in the Third Schedule hereto; and

(*b*) be of a calorific value of 515 British thermal units (gross) (or such other calorific value as may be agreed in special cases) averaged over every day of 24 hours and not be for more than 2 consecutive hours in any such day above or below that calorific value by more than five per cent.

(ii) All gas supplied under this agreement shall be delivered into the Buyers' mains at such a pressure as will provide at the inlet at the Buyers' gasworks a pressure of not less than 16-in. water gauge above atmospheric pressure Provided that if the Buyers shall supply gas off any of their mains at any point between the point of delivery and the Buyers' gasworks they shall provide at the first-mentioned point a suitable reducing valve.

(iii) All gas supplied under this agreement shall not at the meters provided under clause 13 hereof exceed a temperature of 65° Fahrenheit during October to March (inclusive) and 80° Fahrenheit during April to September (inclusive).

10.—(i) There shall be provided by the Sellers at each of the coking plants a recording calorimeter for testing and recording the calorific value of the gas supplied therefrom.

(ii) Each calorimeter so provided and the equipment and housing thereof shall be in accordance with the general prescription of the gas referees and subject thereto shall be maintained in a proper and efficient working condition to the reasonable satisfaction of the Buyers The calorific value of the gas supplied shall be ascertained in accordance with the general prescription of the gas referees.

(iii) The Buyers shall at all reasonable times and at their own risk be entitled to inspect and test any calorimeter provided

in pursuance of this clause and if at any time any such calorimeter shall be found to register incorrectly it shall forthwith be repaired or replaced to the reasonable satisfaction of the Buyers.

11. The Sellers shall provide and maintain or cause to be provided and maintained such compressing plants as may be necessary to enable gas supplied under any contract made in pursuance of clause 4 (iv) hereof to be supplied to the Buyers in accordance with the terms of this agreement.

12. For the purposes of this agreement and by arrangement with the Sellers the Buyers may at their own risk and at such times as may be reasonably convenient to the Sellers visit the coking plants.

The Buyers may also fix suitable recording and other instruments at each meter provided under clause 13 hereof and on giving one hour's notice there make such tests as may from time to time in the Buyers' opinion be advisable.

13.—(i) The Sellers shall provide and maintain at each of the coking plants at a convenient point before the compressing plants to be provided under clause 11 hereof a meter of a type to be agreed between the Buyers and the Sellers or failing agreement determined by arbitration for measuring and recording the quantity of gas supplied therefrom and every such meter shall be kept in good and accurate working order to the reasonable satisfaction of the Buyers.

(ii) The quantity of gas supplied as recorded by each such meter shall be corrected for the difference between the respective temperatures of the gas at the outlet from the meter and a temperature of 52° Fahrenheit.

For the purpose of making this correction suitable recording thermometers shall be kept and maintained in good and accurate working order by the Sellers at the outlet from each meter.

In place of the normal correction for atmospheric pressure the quantity of gas supplied as recorded as aforesaid shall be corrected to an arbitrary pressure of 6-in. water gauge above an atmospheric pressure of thirty inches mercury.

(iii) The index of every meter provided under this clause shall be read once a week jointly by representatives of the Sellers and representatives of the Buyers.

(iv) The Buyers may at any time on giving reasonable notice to the Sellers cause any meter provided under this clause to be tested If on any such testing the meter is found to register correctly or to register incorrectly by not more than two per cent. the cost of such testing shall be borne by the Buyers If on any such testing the meter is found to register incorrectly by more than two per cent. the cost of such testing shall be borne by the Sellers.

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(v) If it shall be found at any time that any meter provided under this clause has ceased to register or has registered incorrectly by more than two per cent. the Sellers shall forthwith repair or replace that meter.

(vi) The register of any meter provided under this clause shall be prima facie evidence of the quantity of gas supplied by the Sellers to the Buyers through that meter but if at any time any such meter shall cease to register or shall be found to register incorrectly by more than two per cent. then the meter shall be deemed to have ceased to register or to have commenced to register incorrectly immediately after the date on which the meter was last read and the quantity of gas deemed to have been supplied to the Buyers through that meter since the date on which it was last read shall be agreed between the Sellers and the Buyers or failing agreement determined by arbitration.

14.—(i) The price to be paid by the Buyers to the Sellers for gas supplied under this agreement shall be fivepence half-penny ($5\frac{1}{2}d.$) for each 1,000 cubic feet of gas so supplied as ascertained and corrected in accordance with clause 13 hereof Provided that the price so to be paid shall be subject to variation in accordance with the provisions of paragraph (ii) of this clause.

(ii) If for any half-year ending on any 30th day of June or 31st day of December the weighted average cost of Yorkshire coal per ton ascertained in accordance with paragraph (iii) of this clause shall be more than one shilling above or below the price of thirteen shillings and seven decimal six seven pence (13*s*. 7·67*d*.) per ton the price to be paid by the Buyers for gas supplied under this agreement during the corresponding half-year in the next following year shall be increased or reduced above or below the price stated in paragraph (i) of this clause by one-eighth of a penny per 1,000 cubic feet of gas so supplied for every complete one shilling increase or decrease in such weighted average cost above or below the said price of thirteen shillings and seven decimal six seven pence (13*s*. 7·67*d*.) per ton.

(iii) The weighted average cost of Yorkshire coal per ton for each such half-year shall be ascertained as follows :—

(*a*) There shall be calculated from the Mines Department Statistical Summary issued for the two quarters of that half-year the total number of tons of Yorkshire coal disposable commercially during that half-year;

(*b*) There shall also be calculated from the Mines Department Statistical Summary the total amount of the proceeds (commercial disposals) of Yorkshire coal during that half-year;

(*c*) The amount ascertained under paragraph (*b*) hereof shall be divided by the number ascertained under paragraph (*a*) hereof and the quotient shall be deemed for the purposes of this agreement to be the weighted average cost of Yorkshire coal per ton for that half-year:

Provided that—

If in any half-year there shall be any abnormality of a substantial character or other exceptional cause affecting the raising or user of coal or its products or the condition of the coal mining or coke oven industries or any abnormal rise or fall in the average price of Yorkshire house coal materially affecting the weighted average cost of Yorkshire coal it shall be competent for the Buyers or the Sellers for the purpose of determining the price to be paid by the Buyers for gas supplied in the corresponding half-year of the next following year to call for a variation of the said sum of one-eighth of a penny per 1,000 cubic feet of gas so supplied for every complete one shilling increase or decrease in the said weighted average cost above or below the said price of thirteen shillings and seven decimal six seven pence (13*s*. 7·67*d*.) per ton and the variation of that sum if not agreed between the Buyers and the Sellers shall be determined by arbitration and

If the Mines Department Statistical Summary ceases to be published the weighted average cost of Yorkshire coal for any half-year or during any other period shall for the purposes of any contract made in pursuance of clause 4 (iv) hereof be calculated in such other manner as may be agreed between the Buyers and the Sellers or failing agreement be determined by arbitration.

15.—(i) The Sellers shall as quickly as reasonably practicable after the last day of every quarter send to the Buyers a statement of the quantity of gas supplied under this Agreement during that quarter ascertained and corrected in accordance with clause 13 hereof and the amount payable therefor in accordance with clause 14 hereof.

(ii) If there shall be any dispute between the Sellers and the Buyers on any such statement the dispute shall be settled by arbitration.

(iii) The Buyers shall within twenty-one days after the delivery of any such statement pay to the Sellers the amount so due to them or if there has been a dispute thereon then such amount as is not in dispute and the balance (if any) immediately after the decision of the arbitrator.

(iv) If the Buyers fail to pay any sum due from them as aforesaid they shall be liable to pay to the Sellers interest thereon at the rate of five per centum per annum from the date when the sum was due until the date of actual payment.

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16.—(i) If the Buyers do not take from the Sellers the maximum quantity of gas which they are required to take under all the contracts made in pursuance of clause 4 (iv) hereof and then subsisting; and

(ii) If any company body or person to whom the Buyers have contracted to supply gas for industrial purposes fail to take the total quantity contracted for; and

(iii) If the Buyers have released such company body or person from the obligation to take such total quantity;

then the Buyers shall pay to the Sellers one-half of any amount which the Buyers may receive from such company body or person as a penalty or liquidated damages for its failure to take the total quantity contracted for or as consideration for its release from the obligation to take such total quantity and the Buyers shall be exempted from liability for damages in respect of the quantity so released Accounts under this clause shall be adjusted annually.

17.—(i) The Buyers shall appoint and keep in being a committee to be called "the Sheffield Grid Committee" consisting of the board of directors and the general manager of the Buyers and two directors or one director and an official of the Sellers to be appointed under paragraph (ii) of this clause and shall refer to that committee all matters relating to the supply of gas by the Sellers to the Buyers the laying of mains by the Buyers for the taking of any such supply and all other matters arising under this agreement.

(ii) The Sellers shall be entitled to appoint from time to time any two persons (being a director or an official of the Sellers) to be members of the said committee and different or alternate persons may be so appointed for each meeting of that committee.

(iii) The Buyers shall give to the Sellers and their representatives reasonable notice of the place and date of each meeting of the said committee.

(iv) Nothing in this clause shall be construed as conferring or imposing on the said committee any of the powers or obligations of the Buyers with respect to the supply of gas or with respect to any other matter under any Act or Order for the time being relating to the Buyers and notwithstanding anything in this Agreement all such powers and obligations shall be exercisable and performed respectively by the Buyers and not by the said committee.

18.—(i) The Sellers shall appoint and keep in being a committee to be called "the gas supply committee" consisting of the board of directors and an official of the Sellers and two directors or one director and the general manager of the Buyers to be appointed under paragraph (ii) of this clause and shall refer to that committee all matters relating to the supply of gas to the Buyers and the obtaining of gas from the constituent members of the Sellers.

(ii) The Buyers shall be entitled to appoint from time to time any two persons (being a director or the general manager of the Buyers) to be members of the said committee.

(iii) The Sellers shall give to the Buyers and their representatives reasonable notice of the place and date of each meeting of the said committee.

19. For the purpose of carrying out this agreement each party shall give to the other all such notifications as shall from time to time be reasonably necessary.

20. On the sealing of this agreement the Sellers shall withdraw and cease to promote the South Yorkshire Gas Network Bill and shall withdraw their petition against the said Sheffield Gas Bill.

21. This agreement shall be scheduled to and confirmed by the Sheffield Gas Bill and the Buyers shall make such alterations and amendments (if any) in that Bill as shall be necessary to make it conform with the provisions of this agreement and to enable this agreement to be carried into effect and made binding on the parties hereto and shall use their best endeavours to obtain the passing into law of that Bill as so altered and amended.

22. The Sellers and their constituent members shall do all in their power to assist the Buyers to obtain the passing into law of Part III of the Sheffield Gas Bill as altered or amended under clause 21 hereof and any other provisions of that Bill relating to the powers to be conferred by that Part III or otherwise relating to the subject matters of this agreement and to the provisions for enabling this agreement to be carried into effect and made binding on the parties hereto.

23. This agreement is subject to such alterations as Parliament may think fit to make therein but if either House of Parliament make any material alteration in this agreement it shall be competent to either party to withdraw from this agreement and thereupon the Buyers shall withdraw from the Sheffield Gas Bill this agreement and any clause to confirm it and so much of that Bill as relates to the powers and obligations of the Buyers with respect to the purchase and supply of coke oven gas.

24. Any matter required by this agreement to be determined by arbitration and any difference as to the meaning of this agreement or as to the rights or liabilities of either party hereunder (other than under clause 23 hereof) shall be referred to an arbitrator to be agreed or failing agreement appointed (on the application of either party after notice in writing to the other party) by the Board of Trade and the provisions of the Arbitration Act 1889 as amended by any subsequent Act shall apply to any such reference.

A.D. 1931.

FIRST SCHEDULE.

CONSTITUENT MEMBERS OF SELLERS AT DATE OF THIS AGREEMENT.

Barnsley Main Colliery Company Limited.
Barrow Hæmatite Steel Company Limited.
John Brown & Co. Limited.
Cortonwood Collieries Company Limited.
Dalton Main Collieries Limited.
Dinnington Main Coal Company Limited.
Samuel Fox and Company Limited.
Houghton Main Colliery Company Limited.
Manvers Main Collieries Limited.
Mitchell Main Colliery Company Limited.
Monckton Coke and Chemical Company Limited allied with New Monckton Collieries Limited.
Nunnery Coke and Gas Company Limited allied with Nunnery Colliery Company Limited.
Sheffield Coal Company Limited.
South Yorkshire Chemical Works Limited.
Thorncliffe Coal Distillation Limited allied with Newton Chambers and Company Limited.
Tinsley Park Colliery Company Limited.
United Steel Companies Limited.
Wharncliffe Silkstone Colliery Company Limited.
Wombwell Coke and Bye-Product Company Limited allied with Wombwell Main Company Limited.

SECOND SCHEDULE.

THE EXISTING COKE OVEN GAS CONTRACTS OF THE BUYERS.

1. The agreement made 14th May 1919 between the United Steel Companies Limited and the Buyers.

2. The agreement made 28th March 1927 between the Nunnery Colliery Company Limited and the Buyers.

3. The agreement made the 22nd December 1927 between Thorncliffe Coal Distillation Limited and the Buyers.

4. The agreement dated 16th April 1928 between the Tinsley Park Colliery Company Limited and the Buyers.

THIRD SCHEDULE.

SPECIFICATION OF GAS TO BE SUPPLIED UNDER THE FOREGOING AGREEMENT.

The gas shall not contain—

(1) any tar as ascertained by the usual tests applied in ordinary gas works practice;

(2) more than two grains of ammonia per 100 cubic fe

(3) more than 0.5 per cent. of oxygen;

(4) more than $\frac{40}{P}$ grains of naphthalene per 100 cubic feet of gas corrected to an atmospheric pressure of thirty inches mercury and a temperature of 60° Fahrenheit where P is the absolute pressure measured in lbs. per square inch of the gas at the point of delivery;

(5) more than 1,000 grains of sulphuretted hydrogen per 100 cubic feet;

(6) more than 9 per cent. of nitrogen.

In witness whereof the Buyers and the Sellers have caused their common seals to be hereunto affixed the day and year first above written.

The common seal of the Sheffield Gas Company was hereunto affixed in the presence of } L.S.

R. HALKETT.
General Manager & Secretary.
The Sheffield Gas Company.

The common seal of the South Yorkshire Gas Grid Company Limited was hereunto affixed in the presence of } L.S.

JOHN BRASS.
G. F. PEIRSON. } Directors.

ROBERT CLIVE.
Secretary.

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