CHAPTER xli.

An Act to incorporate and confer powers on the Stocksbridge Gas Company and for other purposes. A.D. 1919.

[15th August 1919.]

WHEREAS Samuel Fox and Company Limited (hereinafter referred to as "the owning Company") whose principal business is the manufacture of iron and steel and who own and carry on works for such manufacture in the urban district of Stocksbridge in the west riding of the county of York have for many years past supplied to consumers in the said urban district and in part of the adjoining rural district of Wortley also in the said west riding gas manufactured by the owning Company at their said works but have no statutory powers for or in connexion with such supply:

And whereas the owning Company have recently erected at their said works an extensive coke-oven and by-product plant from which there will be provided a large quantity of gas which will be available and suitable for use for lighting heating power and other industrial and domestic purposes within the said urban district and rural district:

And whereas it is expedient that the supply of gas in the said urban district and rural district should be continued under statutory authority and that the persons hereinafter in that behalf named with others should be incorporated into a Company (hereinafter referred to as "the Company") for the purpose of supplying gas within the limits defined by this Act and with the powers conferred by this Act:

And whereas part of the said urban district is within the area of supply of the Sheffield Gas Company but that company are not supplying and never have supplied gas in the said urban district and it is expedient that the powers of the said

A.D. 1919.

Sheffield Gas Company in the said urban district should be modified as by this Act provided:

And whereas it is expedient that the agreement between the owning company and the United Steel Companies Limited of the one part and Francis Scott Scott-Smith of the other part of which a copy is set forth in the Second Schedule to this Act should be confirmed and made binding as if the Company had been a party thereto and referred to therein instead of the said Francis Scott Scott-Smith:

And whereas the objects of this Act cannot be attained without the authority of Parliament:

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

PRELIMINARY.

Short title.

1. This Act may be cited as the Stocksbridge Gas Act 1919.

Incorporation of general Acts.

2. The following Acts and parts of Acts are (subject to the provisions of and so far as applicable to the purposes of this Act) hereby incorporated with and form part of this Act (namely):—

(1) The Companies Clauses Consolidation Act 1845 (except the provisions relating to the conversion of borrowed money into capital):

(2) Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts:

(3) The Gasworks Clauses Act 1847 Provided that section 13 of that Act shall be read as if the words "or any premises" were inserted after the words "private building" and as if the words "Provided that every "such contract entered into by the Company shall "be alike in terms and amount under like circum-"stances to all consumers" were added at the end of that section:

(4) The Gasworks Clauses Act 1871 except section 1 of Part I. and section 1 of Part II. of Schedule A. thereto Provided that that Act shall for the purposes of this Act be read as if—

(A) In section 12 the words "quality of the" and the words "with respect to its illuminating "power be such as to produce at the testing "place provided in conformity with this Act a "light equal in intensity to that produced by the "prescribed number of sperm candles of six in "the pound and such gas shall" were omitted;

(B) In sections 28 29 30 and 33 the words "calorific power" were inserted in lieu of the words "illuminating power"; and

(C) In section 36 the words "of less illuminating power" were omitted:

(5) The Lands Clauses Acts (except the provisions thereof with respect to the purchase and taking of lands otherwise than by agreement).

Interpretation.

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

The expression "the Company" means the Stocksbridge Gas Company incorporated by this Act;

The expression "the owning Company" means Samuel Fox and Company Limited or their successors in title;

The expression "the undertaking" means and includes the gasworks and works connected therewith by this Act authorised to be made by the Company and any improvement and enlargement or extension thereof which they may construct under any powers for the time being vested in them and the lands buildings estate right title property privileges effects and undertaking of the Company and every part thereof respectively;

The expression "limits of supply" means the limits within which the Company are by this Act authorised to supply gas;

A.D. 1919.

The expression "calorific power" means the total heat value expressed in British thermal units;

The expression "British thermal units" means British thermal units gross per cubic foot of gas;

The expression "the scheduled Agreement" means the agreement referred to in the section of this Act of which the marginal note is "Confirmation of scheduled agreement";

The expression "shareholder" means a holder of shares or stock of the Company.

INCORPORATION OF COMPANY.

Company incorporated.

4. Frederick John Jones Francis Scott Scott-Smith Herbert Barber William Tozer and Walter Benton Jones and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purposes hereinafter mentioned and for those purposes shall be and are hereby incorporated by the name of "the Stocksbridge Gas Company"; and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act and of the undertaking.

General purposes of Company.

5. The Company shall be established for the purpose of manufacturing and supplying gas for lighting heating motive power and other purposes within the limits of supply and generally may carry on the business usually carried on by a gas company.

CAPITAL.

Capital.

6. The capital of the Company shall be thirty-nine thousand pounds made up as follows:—

(1) Seven thousand pounds in seven hundred shares of ten pounds each in this Act referred to as "the original capital";

(2) Thirty-two thousand pounds in this Act referred to as "the additional capital."

A.D. 1919.

Allocation of original capital.

7.—(1) Upon the date of the completion of the sale and purchase referred to in the scheduled agreement there shall be created by virtue of this Act the seven hundred shares comprising the original capital and such shares shall be issued to and vested in the owning Company or their nominees as the consideration for such sale.

(2) The shares so created and issued shall be deemed to be fully paid up and shall for all purposes be deemed to form part of the ordinary capital of the Company.

Power to raise additional capital.

8. Subject to the provisions of this Act the Company may from time to time raise additional capital not exceeding in the whole thirty-two thousand pounds by the creation and issue of new ordinary shares or stock or new preference shares or stock or wholly or partly by one of those modes respectively but the Company shall not issue any share of less nominal value than ten pounds Provided that it shall not be lawful for the Company to create and issue under the powers of this section any greater nominal amount of capital than shall be sufficient to produce including the premiums if any which may be obtained on the sale thereof the sum of thirty-two thousand pounds.

Shares or stock to be sold by auction or tender.

9.—(1) All shares or stock created as additional capital under the powers of this Act shall be issued in accordance with the provisions of this section.

(2) All such shares or stock so to be issued shall be offered for sale by public auction or tender in such manner at such times and subject to such conditions of sale as the Company shall from time to time determine Provided as follows:—

(A) Notice of the intended sale shall be given in writing to the respective clerks of the Stocksbridge Urban District Council and the Wortley Rural District Council and to the secretary of the London Stock Exchange at least twenty-eight days before the day of auction or the last day for the reception of tenders as the case may be and shall also be duly advertised once in each of two consecutive weeks in one or more local newspapers circulating within the limits of supply:

(B) A reserve price shall be fixed and notice thereof shall be sent by the Company in a sealed letter to be received by the Board of Trade not less than twenty-four hours before but not to be opened till after the

A.D. 1919.

day of auction or last day for the receipt of tenders as the case may be:

(C) No lot offered for sale shall comprise shares or stock of greater nominal value than one hundred pounds:

(D) In the case of a sale by tender no preference shall be given to one of two or more persons tendering the same sum In the case of a sale by auction a bid shall not be recognised unless it is in advance of the last preceding bid:

(E) It shall be one of the conditions of sale that the total sum payable by the purchaser shall be paid to the Company within three months after the date of the auction or of the acceptance of the tender as the case may be:

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

(4) Any shares or stock which have been offered for sale in accordance with subsection (2) or with subsections (2) and (3) and are not sold shall be again offered for sale by public auction or by tender in accordance with the provisions of this section and any such shares or stock then remaining unsold may be otherwise disposed of at such price and in such manner as the directors may determine for the purpose of realising the best price obtainable.

(5) As soon as possible after the conclusion of the sale or sales the Company shall send a report thereof to the Board of Trade stating the total amount of each class of shares or stock sold the total amount obtained as premium (if any) and the highest and lowest prices obtained for each class of shares or stock.

DIVIDENDS. A.D. 1919.

Limit of dividends on capital.

10. The Company shall not in any year pay out of their profits any larger dividends on their capital than the following rates (namely):—

On the original capital the rate of ten pounds in respect of every one hundred pounds paid up on such capital;

On the additional capital the rate of seven pounds ten shillings in respect of every one hundred pounds paid up of such capital as shall be issued as ordinary capital and the rate of six pounds ten shillings in respect of every one hundred pounds paid up of such capital as shall be issued as preference capital;

unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend on the original capital or on so much of the additional capital as is issued as ordinary capital.

Interim dividends.

11. The directors may in any year declare and pay an [illegible] yearly dividend on any class or classes of shares or stock in the capital of the Company out of the profits of the Company without the sanction or direction of a general meeting but no such half-yearly dividend shall exceed one-half of the amount of the maximum yearly dividend payable on such shares or stock.

Closing of transfer books previous to declaring interim dividend.

12. The directors may close the register of transfers for a period not exceeding fourteen days previous to the declaration of any interim dividend and they may fix a day for closing the same of which seven days' notice shall be given by advertisement in some newspaper published or circulating within the limits of supply and any transfer made during the time when the transfer books are so closed shall as between the Company and the person claiming under the same but not otherwise be considered as made subsequently to the declaration of any such dividend.

Dividends on different classes of shares to be paid proportionately.

13. In case in any half-year the funds of the Company applicable to dividend shall (after payment of the dividend on any preference shares or stock) be insufficient to pay the full amount of dividend at the prescribed maximum rate on the original capital and so much of the additional capital as is issued as ordinary capital respectively a proportionate reduction shall be made in the dividend of each of those classes.

A.D. 1919.

BORROWING POWERS AND FINANCIAL PROVISIONS.

Power to borrow.

14. The Company may subject to the provisions of this Act borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one-third part of the amount of the capital of the Company (including premiums) which at the time of borrowing has been raised under the powers of this Act (including for this purpose the sum of seven thousand pounds in respect of original capital) but no sum shall be borrowed in respect of any capital so raised (other than the said sum of seven thousand pounds) until the Company have proved to a justice of the peace before he gives his certificate under the fortieth section of the Companies Clauses Consolidation Act 1845 that the whole of the stock or shares at the time issued together with the premium (if any) realised on the sale thereof has been fully paid up.

Arrears to be enforced by appointment of a receiver.

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

Debenture stock.

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

Issue of redeemable debenture stock.

17.—(1) The Company may create and issue all or any of the preference shares or stock or debenture stock authorised to be created and issued under the powers of this Act (which shares stock and debenture stock are in this section referred to as and included in the expression "shares or stock") so as to be redeemable on such terms and conditions as may be

specified in a resolution of the Company passed at a special meeting convened for the purpose.

(2) If it is so provided in the resolution the Company may—

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

(B) Redeem the shares or stock or any part thereof either by paying off the same or by issuing to any shareholder or debenture stockholder subject to his consent other shares or stock in substitution therefor and may for the purpose of providing money for paying off the shares or stock or of providing substituted shares or stock create and issue new shares or stock (either redeemable or irredeemable) or re-issue shares or stock originally created and issued under this section and paid off or redeemed provided that the amount raised by the creation and issue of such new shares or stock does not make the total amount raised by that class of shares or stock exceed the sum which the Company are for the time being authorised to raise by that means.

(3) The Company shall not redeem out of revenue any shares or stock created under this section.

Priority of mortgages and debenture stock over other debts.

18. All moneys to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge which may be granted by them in pursuance of the Lands Clauses Acts or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock.

Application of moneys.

19. All moneys raised under this Act including premiums shall be applied only to purposes to which capital is properly applicable and any sum of money which may arise by way of

A.D. 1919.

premium from the issue of shares under the provisions of this Act shall not be considered as part of the capital of the Company entitled to dividend.

Part of capital not to be raised unless Company manufacture gas.

20. Notwithstanding anything contained in this Act or in any Act incorporated therewith the Company shall not under the powers thereby conferred raise by the creation and issue of shares or stock forming part of the additional capital any greater sum than eight thousand pounds unless or until they shall have resolved themselves to manufacture gas and to erect works for that purpose and all money so raised in excess of the said sum and all money raised in respect of such excess sum by borrowing or by the creation and issue of debenture stock shall be applied only in or towards the erection of such works as aforesaid and other purposes to which capital is properly applicable in connexion with such manufacture.

Balance sheet to be made up annually.

21. Notwithstanding anything contained in section 116 of the Companies Clauses Consolidation Act 1845 or in any other enactment the Company and the directors thereof shall not be required to make up a half-yearly balance sheet and accounts but they shall make up annually to the thirty-first day of December such a balance sheet and accounts as are referred to in that section relating to the transactions of the Company in the course of the preceding year.

MEETINGS.

Ordinary meetings.

22. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act and the subsequent ordinary meetings shall be held yearly in the month of February in each year at the Company's principal office or at such other place and at such other time as shall be appointed for that purpose by an order of the directors.

Quorum of general meetings.

23. The quorum of general meetings (whether ordinary or extraordinary) of the Company shall be three shareholders present in person or by proxy holding in the aggregate shares or stock of the nominal value of three thousand pounds.

Scale of voting.

24.—(1) Every holder of ordinary shares or stock and (subject as hereinafter mentioned) of preference shares or stock of the Company shall be entitled to one vote for every complete ten pounds of such shares or stock held by him.

(2) Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any shares or stock to which a preferential dividend shall be assigned.

Joint holders of stock.

25. Notwithstanding anything contained in the Companies Clauses Consolidation Act 1845 where several persons are jointly entitled to and registered as holders of any share or stock any one of those persons may vote at any meeting either personally or by proxy in respect of the share or stock as if he were solely entitled thereto but if more than one of the joint holders be present at any meeting personally or by proxy that one of the said persons so present whose name stands first on the register in respect of the share or stock shall alone be entitled to vote in respect thereof Several executors or administrators of a deceased shareholder in whose name any share or stock stands shall for the purposes of this section be deemed joint holders thereof.

As to appointment of proxies.

26. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 the attorney of any shareholder duly authorised in writing may appoint a proxy to vote for and on behalf of the shareholder and for that purpose may execute on behalf of the shareholder the necessary form of proxy Provided that the instrument appointing the attorney shall be transmitted to the secretary of the Company at the same time as the instrument appointing the proxy.

DIRECTORS AND AUDITORS.

Number qualification and disqualification of directors.

27.—(1) The number of directors shall be four but the Company may vary the number provided that the number be not at any time more than six nor less than three.

(2) The qualification of a director shall be the possession of shares or stock of the Company to the nominal amount of not less than one hundred pounds.

(3) Notwithstanding anything in the Companies Clauses Consolidation Act 1845 no person shall be disqualified from being a director of the Company 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 director be required to cease from voting or acting as a director by reason of his accepting any such office or place

A.D. 1919.

of trust or profit or becoming interested in any such contract Provided that in the case of his being or becoming interested in any contract with the Company whether such interest shall arise before or after his appointment as a 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 also in the next annual report of the Company and that no 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.

(4) If any director shall be made bankrupt or shall become lunatic or of unsound mind or shall neglect to attend the meetings of directors for six months (unless such neglect to attend be occasioned by illness or by any other reasonable cause allowed by the directors) then in any of the cases aforesaid the office of such director shall become vacant and thenceforth he shall cease from voting or acting as a director.

(5) The continuing directors may act notwithstanding any vacancy in their body but so that if at any time the number of directors of the Company holding office shall be less than the minimum number prescribed by this Act the directors shall not except for the purpose of filling vacancies and allotting shares to any proposed director or directors act so long as the number is below such minimum.

Quorum of directors.

28. The quorum of a meeting of directors shall be two.

First and subsequent directors.

29. Frederick John Jones Francis Scott Scott-Smith Herbert Barber and Walter Benton Jones shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being (if they continue qualified) eligible for re-election and at the ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore

contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are duly elected in their stead.

Notice to be given as to election of director or of opposition to re-election.

30. From and after the passing of this Act no person not being a retiring director of the Company shall be eligible to be elected at any general meeting a director of the company unless notice in writing is given to the secretary or left at the office of the Company fourteen days at least before the day of election that such person will be proposed for election as a director of the Company and the secretary of the Company shall during such fourteen days and on the day of election fix a copy of every such notice so delivered in some conspicuous place in such office Any such person must have been the holder of the qualifying amount of shares or stock for at least three months prior to his election In the case of a retiring director or directors notice of opposition to his or their re-election shall be given in like manner.

As to appointment of managing director.

31.—(1) The directors of the Company may appoint one or more of their body to be a managing director or managing directors of the Company either for a fixed term or without any limitation as to time and may remove or dismiss him or them from office and appoint another or others in his or their place or places.

(2) A managing director shall not while holding that office be subject to retirement by rotation and shall not be taken into account in determining the rotation of retirement of directors but if he ceases to hold the office of director from any other cause he shall ipso facto immediately cease to be a managing director.

(3) The remuneration of a managing director shall from time to time be fixed by the directors and may be by way of salary or commission or participation in profits or by any or all of those modes.

(4) The directors may entrust to and confer upon any managing director such of the powers exerciseable by the directors and subject to such conditions as they may think fit

A.D. 1919.

and may from time to time revoke withdraw alter or vary all or some of such powers.

Auditors.

32. The prescribed number of auditors shall be one but the number may be increased to two by a resolution of the proprietors of the Company passed at a general meeting and such auditor or auditors shall be a member or members of the Institute of Chartered Accountants or the Society of Incorporated Accountants and Auditors or an accountant or accountants approved by the Board of Trade and need not hold shares or stock of the Company.

WORKS AND LANDS.

Construction and maintenance of gasworks &c.

33.—(1) The Company may upon the lands described in the First Schedule to this Act (being the lands for the purchase of which an option is granted to a trustee on behalf of the Company by the scheduled agreement) as from the date on which and to the extent to which they shall have acquired the same or any part thereof erect maintain alter improve extend and renew gasworks with all necessary machinery and apparatus and do all such acts as may be proper for making and storing gas and for supplying gas within the limits of supply and may also upon the said lands work up and convert the residual products arising directly or indirectly from the manufacture of gas by them.

(2) The Company may also—

(A) Purchase the residual products arising from the manufacture of gas by other gas undertakers and therewith manufacture other products of the same kind as the Company are manufacturing from their own residual products Provided that the quantity of any residual product so purchased by the Company in any year shall not exceed one-third of the quantity of the like residual product which shall in that year arise directly or indirectly from the manufacture of gas by them:

(B) Purchase from other gas undertakers and elsewhere and use the materials required to work up and convert upon the said lands the residual products so arising from their own manufacture of gas or purchased as aforesaid.

But the Company shall not manufacture chemicals exclusively from raw materials purchased from sources other than

gas undertakings or in the manufacture of which the use of residual products produced by the Company or purchased from other gas undertakings is merely subsidiary.

Power to purchase lands by agreement.

34. The Company may for the purposes of the undertaking purchase and take—

(A) In accordance with the terms of the scheduled agreement the lands in respect of which an option is given by that agreement; and

(B) by agreement but not otherwise in addition to the said lands any lands and hereditaments not exceeding in the whole five acres which they may require for the purposes of their works and undertaking;

and may hold all or any of the said lands but the Company shall not create or permit a nuisance on any such lands as are referred to under the foregoing head (B) and no lands shall be used by the Company for the purpose of manufacturing gas or residual products except the lands referred to under the foregoing head (A).

Power to sell and lease lands.

35. The Company may sell and dispose of or may let on lease for such periods as they think fit any lands acquired by them by agreement and for the time being belonging to them and not at the time required for the purposes of the undertaking and any such sale disposal or lease may be for such consideration and subject to such reservations stipulations and conditions and generally upon such terms and conditions as the Company think fit and notwithstanding anything in the Gasworks Clauses Act 1871 contained the provisions of sections 128 to 132 (both inclusive) of the Lands Clauses Consolidation Act 1845 shall not apply to the lands sold or disposed of by the Company under the powers of this section.

Power to lay pipes in streets not dedicated to public use.

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

Power to lay pipes &c. for ancillary purposes.

37. The Company may lay down and repair take up alter or relay or renew mains pipes and culverts within the limits of supply for the purpose of procuring conducting or disposing

A.D. 1919.

of any oil or other materials used by them in or resulting from the manufacture of gas or any residual products thereof or for any purpose connected with the undertaking and the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and for the protection of pipes when laid so far as they are applicable for the purposes of this section shall extend and apply mutatis mutandis to and for the purposes thereof.

For protection of Sheffield Corporation.

38. For the protection of the lord mayor aldermen and citizens of the city of Sheffield (in this section called "the corporation") the following provisions shall except so far as may be otherwise agreed in writing between the corporation and the Company apply and have effect (that is to say):—

(1) The Company shall not commence the construction of any works which may pass under or over or be likely to affect any water mains pipes or apparatus of the corporation (in this section called "water apparatus") or any reconstruction renewal alteration or repair of any such works until plans sections and other sufficient particulars thereof shall have been submitted to and approved by the corporation or (in case of difference between the corporation and the Company) determined by arbitration as hereinafter provided and any such works and any such reconstruction renewal alteration or repair thereof shall be carried out in accordance with such plans sections and particulars as so approved or determined as the case may be and to the reasonable satisfaction and under the superintendence (if such superintendence be given) of the waterworks engineer of the corporation and the Company shall give to the corporation not less than fourteen days' previous notice in writing of the time at which they will commence the construction of any such works or any such reconstruction renewal alteration or repair thereof Provided that if the corporation do not signify their approval or disapproval of such plans sections and particulars within thirty days after the receipt thereof they shall be deemed to have approved thereof Provided also that if at any time before the Company commences to construct any such works or to carry out any such reconstruction renewal

alteration or repair thereof the corporation elect by notice in writing given to the Company so to do the corporation may themselves execute any works affecting any water apparatus to which any such notice relates under the superintendence and to the reasonable satisfaction of the engineer of the Company and the amount reasonably expended by the corporation in so doing shall be repaid to them by the Company:

(2) The reasonable amount of any additional expense which the corporation may properly incur in reconstructing altering repairing or relaying any water apparatus by reason or in consequence of the exercise by the Company of the powers of this Act shall be borne and paid to the corporation by the Company:

(3) The Company shall be liable for all damage or loss which may be incurred by the corporation by reason or in consequence of the exercise by the Company of the powers of this Act or any defect in or failure of any of the works of the Company:

(4) Any difference which may arise between the corporation and the Company under the foregoing provisions of this section shall be referred to and determined by an engineer to be agreed upon between the corporation and the Company or failing agreement appointed at the request of either party after notice in writing to the other of them by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference:

(5) The Company shall not by reason of their becoming owners of any lands under the powers of this Act be deemed to be millowners within the meaning or for any of the purposes of the Sheffield Corporation (Consolidation) Act 1918.

For protection of West Riding County Council.

39. For the protection of the county council of the west riding of Yorkshire (in this section called "the county council") the following provisions shall have effect unless otherwise agreed in writing between the county council and the Company (that is to say):—

(1) The Company shall not for the purpose of laying their mains or pipes interfere with the fabric of any

A.D. 1919.

bridge repairable by or at the cost of the county council but in any case in which the depth of the roadway on a bridge is insufficient for the laying of the mains or pipes of the Company at a reasonable depth below the surface of such roadway without interfering with such fabric the county council shall give all reasonable facilities for the laying of such mains under or alongside the bridge and such mains or pipes shall be laid in such position and in such manner as the said surveyor shall reasonably direct:

(2) Nothing in this Act shall interfere with the right of the county council at any time or times to remove alter widen or renew any such bridge on or near or attached to which any such mains pipes or works are laid or carried in the same manner as they might have removed altered widened or renewed any such bridge if this Act had not been passed and such mains pipes or works had not been laid on or near to such bridge In carrying out any such removal alteration widening or renewal the county council shall take all reasonable precautions to prevent injury to the mains pipes or works of the Company but shall not be liable to make any compensation to the Company for any expense or loss to which the Company may be put in consequence of such removal alteration widening or renewal unless and except so far as any such expense or loss is caused by the negligence or default of the county council or their contractors agents or workmen and in the event of any such bridge on or near or attached to which such mains pipes or works are laid or carried being removed altered widened or renewed as aforesaid the Company shall as and when requested by the said surveyor remove or alter the position of their said mains or pipes and the works by which the same are attached to any such bridge as aforesaid and shall be at liberty on the completion of the removal alteration widening or renewal to replace such mains pipes or works as nearly as may be in the same position as before the commencement of the works by the county council but (subject thereto) to the reasonable satisfaction of the

said surveyor of the county council Provided that before and during such removal alteration widening or renewal of any such bridge as aforesaid and until the said mains pipes or works shall have been replaced as aforesaid the county council shall afford all reasonable facilities for temporarily carrying such mains or pipes across the stream so as not to interrupt the continuous supply of gas or diminish the pressure of such supply to such mains or pipes:

(3) If any difference shall arise between the Company and the county council touching this section or anything to be done or not to be done thereunder such difference shall be determined by arbitration by an engineer to be agreed upon or failing agreement to be appointed by the Board of Trade on the application of either of the parties in difference and subject as aforesaid the Arbitration Act 1889 shall apply to any such determination.

SUPPLY PRICE AND TESTING OF GAS.

Limits for supply of gas.

40.—(1) The limits within which the Company may supply gas under this Act shall be the following (that is to say):—

The parish and urban district of Stocksbridge in the west riding of the county of York and so much of the parish of Wortley in the rural district of Wortley in the said west riding as adjoins in part the said urban district and in part the rural district of Penistone and is bounded by a line drawn due east from the centre of the River Don at the junction therewith of the Ewden Beck to the boundary between the parishes of Wortley and Ecclesfield thence in a northerly and easterly direction along the said boundary to the eastern boundary of the road leading from Wortley to Sheffield through Greno Knoll thence in a northerly direction along the said eastern boundary of the said road to and along the eastern boundary of the main road leading from Sheffield to Penistone to the junction therewith of Finkle Street Lane thence in a westerly direction along the northern boundary of that lane to a point therein at or near Green Moor Saw Mill such point being 160 yards or thereabouts measured in an easterly direction from the centre of the bridge carrying the

A.D. 1919.

Great Central Railway over the said lane thence in a north-westerly direction through Coates Green to the eastern boundary of the Great Central Railway at a point 300 yards or thereabouts measured in a northerly direction from the centre of the said bridge and thence in a westerly direction across the said railway to a point in the River Don 200 yards or thereabouts measured in a southerly direction from the south-western corner of the Wortley (Bottom) Forge.

(2)—(A) The said limits of supply are edged round with pink on the map signed in triplicate by the Right Honourable John Henry Whitley the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and the said maps shall respectively within six months after the passing of this Act be deposited in the Office of the Clerk of the Parliaments House of Lords in the Private Bill Office of the House of Commons and in the principal office of the Company If there be any discrepancy between the description of the limits of supply contained in this section and the map signed as aforesaid the latter shall prevail.

(B) Copies of the said map deposited at the principal office of the Company certified by the secretary of the Company to be true copies shall be received in all courts of justice and proceedings as prima facie evidence of the contents of such map.

As to powers of Sheffield Gas Company.

41.—(1) From and after the passing of this Act all powers rights authorities privileges duties and obligations of the Sheffield Gas Company (hereinafter referred to as "the Sheffield Company") under the Sheffield Gas Acts and Orders 1855 to 1918 or any general Act for or relating to the supply of gas within the limits of supply other than within the joint area as hereinafter defined shall cease and determine.

(2) The expression "the joint area" in this section means the portion of the urban district of Stocksbridge which lies between the Ewden Beck the River Don and an imaginary straight line drawn from a point on the right bank of the River Don immediately south of the Stocksbridge sewage works through the point of intersection of the respective centre lines of Bank Lane and Sunny Bank Road to the Ewden Beck.

(3) Notwithstanding anything in this Act the Company shall not lay any mains or except as hereinafter provided supply gas

to any person or for use on any premises within the joint area if and so long as the Sheffield Company shall be prepared to supply gas to such person or premises within a reasonable time provided that the Sheffield Company shall give to the Company notice of their intention to supply gas to such person or premises within fourteen days after receipt by them of a request for such a supply if the point at which the supply is to be given is within twenty-five yards of any main or pipe of the Company and within one month from the receipt of such a request if the point at which the supply is to be given is not within twenty-five yards of any main or pipe of the Company Provided also that where the Company are supplying gas by means of any main laid within the joint area in accordance with this section nothing in this section shall restrict or interfere with the right of the Company without reference to the Sheffield Company to supply from such main gas to any premises situate on the line thereof.

(4) For the purposes of the immediately preceding subsection the Sheffield Company shall be deemed to be prepared to supply gas within a reasonable time if they are prepared to lay on a supply of gas within the following periods after receipt of a request for a supply (that is to say):—

(A) Within six weeks if the point at which the supply is to be given is within twenty-five yards of any main of the Sheffield Company;

(B) Within three months if such point is not within twenty-five yards but is within one hundred yards of any main of the Sheffield Company; and

(C) Within six months if such point is not within one hundred yards of any main of the Sheffield Company.

(5) Nothing in this section shall prevent the Sheffield Company from supplying gas to the Company in bulk or otherwise for use within any part of the limits of supply.

Limiting price of gas.

42. The price per one thousand cubic feet of gas to be charged by the Company for gas supplied by them to persons who shall burn the same by meter other than a prepayment meter shall not exceed—

four shillings if coke-oven gas only is supplied; or

five shillings if the Company themselves manufacture such gas;

and so in proportion for any smaller quantity.

A.D. 1919.

Power to vary price according to purpose for which gas is supplied.

43. Notwithstanding anything contained in this or any other Act relating to the Company the price to be charged by the Company for a supply of gas may vary according to the purposes for which the gas is supplied as may be agreed upon between the Company and the person taking such supply Provided that the Company shall not under the powers of this section give any preferential price as between any consumers who shall take a supply of gas for the same purpose under like circumstances.

Charge for gas supplied by means of prepayment meters.

44.—(1) The Company may demand for any gas supplied through a prepayment meter a not greater charge than for gas supplied to private consumers within the limits of supply through any other kind of meter or by any other method of supply.

(2) The charge for the hire of any prepayment meter and fittings to be used therewith shall be a sum of money calculated according to the quantity of gas supplied through the prepayment meter and the maximum charge shall be at the rate of tenpence per one thousand cubic feet supplied in manner aforesaid such sum to include the hire of meter and the fittings used therewith or at the rate of one shilling per one thousand cubic feet if such fittings include a cooking stove or in either of such cases at the rate of ten per centum per annum on the cost of the meter and fittings whichever shall be the higher.

(3) The charge for the hire of any prepayment meter without fittings shall be a sum of money calculated according to the quantity of gas supplied through the prepayment meter and the maximum charge shall be at the rate of sixpence per one thousand cubic feet supplied in manner aforesaid or at the rate of ten per centum per annum on the cost of the meter whichever shall be the higher.

(4) The said charges shall include the providing letting fixing repairing and maintenance of the meters and fittings or of the meters (as the case may be) and the cost of collection and other costs incurred by the Company in connexion therewith.

(5) For the purpose of this section the expression "prepayment meter" means any meter or appliance by which the quantity of gas supplied is regulated according to the amount of money prepaid therefor.

Minimum charge for gas laid on to premises having a supply of electricity or gas.

45. Where any person has for the purposes of a stand-by only a supply of gas laid on by the Company to any premises for which he has at the same time a separate supply of electricity or gas for power or other purposes the Company shall be entitled to charge and receive from him in respect of the supply of gas so laid on such minimum sum as shall be fixed by them not exceeding twenty-five shillings for any one quarter of a year notwithstanding that the ordinary charge for the gas actually consumed in such quarter would amount to a lower sum Provided that in fixing the amount of such minimum charge the Company shall have regard to the probable maximum supply of gas which might at any time be required for such premises Provided also that in respect of any premises for which the whole supply of gas afforded by the Company is taken through a meter having a nominal capacity of not more than ten lights the amount of the minimum charge shall not exceed five shillings for any one quarter of a year.

Price of gas supplied to Stocksbridge Urban District Council.

46. The price to be charged by the Company from time to time for gas supplied to the Stocksbridge Urban District Council shall not be higher than the lowest rate per thousand cubic feet for the time being charged by the Company to any private consumer for lighting purposes.

Testing place.

47. For the purposes of the Gasworks Clauses Act 1871 as varied by this Act the prescribed testing place shall be a testing place which shall be provided by the Company at the meter-house referred to in the scheduled agreement before supplying or within three months after beginning to supply gas under the authority of this Act.

Testing for calorific power.

48.—(1) Within six months after beginning to supply gas the Company shall provide at the prescribed testing place apparatus for testing the calorific power of the gas supplied by them which apparatus shall be such as may from time to time be agreed between the Company on the one hand and the local authorities for the districts within the limits of supply on the other hand and shall be used in the mode and under the conditions set forth in the agreement Failing such agreement the apparatus shall be similar to the apparatus for the time being prescribed by the metropolitan gas referees for testing the calorific power of the gas supplied by the companies referred to in the London Gas Act 1905 and shall be used in the mode

A.D. 1919.

and under the conditions for the time being prescribed by the metropolitan gas referees.

(2) The calorific power of the gas supplied by the Company (in this Act referred to as "the standard calorific power") shall when tested as aforesaid be four hundred British thermal units so long as coke-oven gas only is supplied or five hundred British thermal units if the Company manufacture the gas supplied by them.

Provisions as to testing for calorific power.

49.—(1) Not more than one testing for calorific power shall be made on any one day Provided that if on any occasion of testing the calorific power is found to be below the standard calorific power a second testing shall be made on the same day after an interval of not less than one hour and the average of the two testings shall be deemed to be the ascertained calorific power of the gas on that day.

(2) The gas examiner shall forthwith deliver a report of the result of his testing to the local authority or the justices by whom he was appointed and to the Company and that report shall be receivable in evidence.

Penalties for deficient calorific power.

50. If on any day the ascertained calorific power of the gas supplied by the Company is below the standard calorific power they shall be liable to the following penalties in respect of such deficiency (that is to say):—

If the deficiency does not exceed fourteen British thermal units a sum not exceeding two pounds;

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

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

Pressure of gas.

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

(2) Any gas examiner appointed under the Gasworks Clauses Act 1871 may for the purposes of this Act subject to the terms of his appointment at the testing place or at any public lamp as and when he thinks fit test the pressure at which the gas

is supplied The Company shall afford to the examiner all reasonable facilities for making the test.

Saving as to penalties.

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

Power to Board of Trade to vary standard calorific power &c.

53. If after the expiration of five years from the date on which the Company begin to supply gas under the authority of this Act application is made to the Board of Trade by the Company or by any body or person who may appear to the Board of Trade to have a substantial interest in the matter to reduce or increase the standard calorific power or the pressure prescribed by this Act the Board of Trade after hearing the parties and any other persons who appear to the Board to be interested may make such reduction or increase of the standard calorific power or of the prescribed pressure as they think fit.

Supply of burners &c. to new consumers.

54. The Company shall if so required by any person commencing after the passing of this Act to take a supply of gas from them supply and fix free of charge to any fitting provided by such person on the premises to be supplied one incandescent burner with mantle and chimney Provided that this section shall not apply to any person becoming after the passing of this Act the occupier of any premises which were immediately before the passing of this Act supplied with gas by the owning Company.

Power to supply gas fittings &c.

55.—(1) The Company may purchase sell let for hire fix repair and remove but shall not manufacture engines stoves ranges pipes and other gas fittings (in this section referred to as "fittings") for lighting motive power heating ventilating cooking or any other purposes and may provide all materials and work necessary or proper in that behalf and with respect thereto may demand and take such remuneration or rents and charges and make such terms and conditions as may be agreed upon.

(2) Any fittings let for hire under the provisions of this section shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under process of any

A.D. 1919.

court or proceedings in bankruptcy against the person in whose possession the same may be and all fittings let for hire as aforesaid notwithstanding that they be fixed or fastened to any part of the premises in which they may be situate or to the soil under any such premises shall at all times continue to be the property of and removable by the Company provided that such fittings are marked or impressed with a sufficient mark or brand indicating the Company as the actual owners thereof.

(3) Nothing in this section shall affect the amount of assessment for rating of any premises upon which any fittings are or shall be fixed.

As to construction and placing of pipes &c. between mains and meters.

56. In order to enable the Company to ensure a satisfactory supply of gas to their consumers the following provisions shall have effect :—

(1) The Company may specify the size and material of the pipes with the fittings thereof which are to be laid by the consumer on his own premises either in the first instance or on the occasion of any renewal between the Company's mains and the meter so far as such pipes and fittings are intended to be covered over :

(2) The Company may if they think fit make different specifications for different classes of premises having regard to the probable maximum consumption of gas thereon at any one time :

(3) The specification shall be published twice in some newspaper or once in each of two newspapers circulating within the limits of supply and a copy thereof shall be kept exhibited in the office of the Company :

(4) Every meter to be used in a new building or a building not previously supplied with gas or in connexion with a new or substituted pipe laid by the consumer between the main and the consumer's meter shall be placed as near as reasonably practicable to the Company's main but within the outside wall of the building :

(5) When any such pipe or meter as aforesaid has been laid or placed notice thereof shall be given to the Company and the pipe shall not be covered over until after the expiration of twenty-four hours from

the service of such notice on the Company Any officer of the Company duly appointed may between nine o'clock in the morning and five o'clock in the afternoon attend and inspect such pipes (with their fittings) and meter and if the officer is not permitted to make the inspection or if the pipes or fittings are not according to the Company's specification or if the meter is not placed as required by this section the Company may refuse to supply gas to the premises until the provisions of this section have been complied with:

(6) Any person to whom the Company refuse a supply of gas under the provisions of this section may appeal to a petty sessional court against such refusal and the court may after hearing the parties and considering any questions as to the reasonableness of the Company's specification make such order as seems to them proper in the circumstances and may order by which of the parties the costs of and incident to the appeal shall be paid.

As to mode of cutting off supplies.

57.—(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 re-connect such service pipe with the meter without the consent of the Company shall be deemed to commit an offence within the meaning of section 18 of the Gasworks Clauses Act 1847:

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

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

A.D. 1919.

Occupier to pay expenses of re-connecting disconnected supply.

58. In any case in which in consequence of any default on the part of the occupier of any premises the Company shall 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 expenses of reconnecting the supply and the Company shall not be under any obligation to supply gas to such occupier until he shall have paid such expenses.

Gas consumers to give notice to Company before removing.

59. At least twenty-four hours' notice shall be given to the Company by every gas consumer either personally at the office of the Company or in writing before he shall quit any premises supplied with gas by meter by the Company and in default of such notice the consumer so quitting shall be liable to pay to the Company the money accruing due in respect of such supply up to the next usual period for ascertaining the register of the meter on such premises or the date from which any subsequent occupier of such premises shall require the Company to supply gas to such premises whichever date shall first occur Notice of the effect of this enactment shall be endorsed upon every demand note for gas charges payable to the Company.

Company may refuse to supply gas in certain cases.

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

Power to enter premises and remove fittings.

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

Period of error in defective meters.

62. In the event of any meter used by a consumer of gas being tested in manner provided by the Sale of Gas Act 1859 and being proved to register erroneously within the meaning of the said Act such 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 The amount of the allowance to be made to or of the surcharge to be made upon the consumer by the Company shall

be paid by or to the Company to or by the consumer as the case may be and shall be recoverable in the like manner as gas charges are recoverable by the Company.

Anti-fluctuators for gas engines.

63. Every consumer of gas supplied by the Company who uses a gas engine shall if required to do so by the Company use an effective anti-fluctuator together with an effective non-return valve and shall at all times at his own expense keep such anti-fluctuator and valve in proper repair and in default of his so using or keeping such anti-fluctuator and valve in proper repair the Company may cease to supply gas to such consumer The Company shall have access to and be at liberty to take off remove test inspect and replace any such anti-fluctuator and valve at all reasonable times such taking off removal testing inspecting and replacing to be done at the expense of the Company if the anti-fluctuator and valve be found in proper order but otherwise at the expense of such consumer.

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

64. If any person is required by the Company to give to them security in respect of any supply of gas or for the payment of the price or rent of a meter and such security is made by way of deposit the Company shall pay interest at the rate of five pounds per centum per annum on every sum of ten shillings deposited by way of such security for every six months during which the same remains in their hands.

Notice to discontinue supply of gas.

65. A notice to the Company from a consumer for the discontinuance of a supply of gas shall not be of any effect unless it be in writing signed by or on behalf of the consumer and be left at or sent by post to the office of the Company.

Contracts for supplying gas for public purposes.

66. The Company may enter into and fulfil any contract or arrangement with any county urban rural or local authority having powers within any part of the limits of supply for the supply of gas by the Company for public purposes for any period not exceeding under any one such contract or arrangement seven years:

Provided that such supply shall not be given for use beyond the limits of supply except with the consent of any company or person supplying gas under parliamentary authority within the area within which the supply is to be used and nothing in this section shall authorise the Company to lay mains or other pipes beyond the limits of supply.

A.D. 1919.

Company may enter into contracts for supply of gas.

67. The Company may contract with any local authority company or person authorised to supply gas under parliamentary powers in any district adjacent to the limits of supply for the supply to them respectively of gas in bulk upon such terms and conditions and for such periods not exceeding in any case seven years from the making of the contract as may be agreed upon but nothing in this section shall authorise the Company to lay any mains or interfere with any street beyond the limits of supply.

MISCELLANEOUS.

Confirmation of scheduled agreement.

68. The agreement dated the sixteenth day of December one thousand nine hundred and eighteen and made between the owning Company and the United Steel Companies Limited of the one part and Francis Scott Scott-Smith of the other part of which a copy is set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly Provided that as from the passing of this Act the said agreement or so much thereof as shall continue operative shall be read and have effect as if the Company had been a party thereto and referred to therein instead of the said Francis Scott Scott-Smith to the intent that the said Francis Scott Scott-Smith shall cease to be bound or affected by the terms of the said agreement Provided also that notwithstanding the confirmation by this Act of the said agreement or anything therein contained no company body or person other than the Company shall have any rights against or be entitled to make any claim or demand upon or against the owning Company and the said United Steel Companies Limited or either of them in respect of the provisions of the scheduled agreement or of this Act.

Dwelling-houses for Company's employees offices show-rooms &c.

69. The Company may purchase or take on lease houses cottages and buildings for persons in their employ and offices showrooms and other buildings for the purposes of their undertaking and may erect maintain and let any such buildings upon any lands for the time being belonging or leased to the Company.

Power for directors to determine remuneration of secretary.

70. In addition to the powers which the directors of the Company may exercise under the Companies Clauses Acts 1845 to 1889 or otherwise they may from time to time determine the remuneration of the secretary of the Company.

Power to make superannuation and other allowances.

71. It shall be lawful for the directors of the Company to make superannuation and other allowances and to pay pensions to any officers servants or employees of the Company who may be temporarily or permanently disabled by sickness infirmity or age and for that purpose to apply the funds and revenues of the Company.

Power to directors to subscribe to hospitals &c.

72. The directors of the Company may subscribe or make donations to infirmaries and hospitals and to convalescent homes and to similar institutions or to any exhibition and to the benevolent and sick funds of the employees of the Company and may for that purpose apply the funds and revenues of the Company.

Power to take licences for use of patents.

73. The Company may acquire take and use any leave licence or authority to work use exercise and put in practice any invention under letters patent made or to be made granting any right or privilege of working using exercising or vending any invention in relation to the production manufacture utilisation or distribution of gas or materials used in or resulting from the manufacture of gas or any residual products thereof but not so as to acquire any exclusive right to the working using exercising or putting in practice of any such invention.

Authentication and service of notices by Company.

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

A.D. 1919.

Receipt in case of persons not sui juris.

75. If any money is payable to a shareholder or mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Recovery of demands.

76. Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment 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.

77. Save as otherwise by this Act expressly provided all offences against this Act and all penalties forfeitures costs and expenses imposed or recoverable under this Act or 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.

Several sums in one summons.

78. Where the payment of more than one sum by any person is due under this Act any summons or warrant issued for the purposes of this Act in respect of that person may contain in the body thereof or in a schedule thereto all the sums payable by him.

Saving rights of Yorkshire Electric Power Company.

79. Nothing in this Act shall extend to or authorise any interference with any works of the Yorkshire Electric Power Company 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 that company constructed or placed upon or above the level of the ground.

Saving as to general Acts.

80. Nothing in this Act shall exempt the Company or their undertaking from the provisions of any general Act relating to the supply of gas which may be passed in this or any future session of Parliament.

Costs of Act.

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

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Description of Gas Lands.

(A) Lands in the parish and urban district of Stocksbridge in the west riding of the county of York bounded on the east by the Wortley Road on the north and north-west by the Little Don River on the west partly by a sluice leading from that river to the Old Mill Race and partly by lands belonging or reputed to belong to Samuel Fox and Company Limited and in the occupation of Mrs. Ann Bramall and on the south partly by the said Old Mill Race and partly by premises appurtenant to the post office situate at the junction of Wortley Road with Manchester Road.

(B) Lands in the said parish and urban district bounded on the west by the Wortley Road on the north and north-east by the Little Don River and on the south by lands which belong or are reputed to belong to the trustees of Samuel Fox deceased and are in the occupation of Isaac Marsh and by lands which belong or are reputed to belong to and are in the occupation of John Dyson.

SECOND SCHEDULE.

Stamp. Ten Shillings.

An Agreement made this sixteenth day of December One thousand nine hundred and eighteen between Samuel Fox and Company Limited whose registered office is at Stocksbridge near Sheffield in the West Riding of the county of York (hereinafter referred to as "the Company") and the United Steel Companies Limited whose registered office is at the Phœnix Special Steel Works the Ickles Sheffield aforesaid (hereinafter referred to as "the Steel Company") both of which companies together are hereinafter referred to as "the two companies" of the one part and Francis Scott Scott-Smith of Stocksbridge aforesaid (hereinafter referred to as "the trustee") on behalf of a company for the incorporation of which under the name of the "Stocksbridge Gas Company" (hereinafter called "the statutory company") application is proposed to be made to Parliament in the ensuing session of the other part.

Whereas the Company have been for many years past and are still carrying on extensive steel works in the parish and urban district of

A.D. 1919.

Stocksbridge in the west riding of Yorkshire in connection with which they have erected and provided and are using works for the manufacture of gas from which works they have also for many years past supplied gas within that part of the said parish and urban district which is in the neighbourhood of their said works and within part of the adjoining parish of Wortley in the rural district of Wortley in the said west riding:

And whereas for the purposes of the said supply the Company have laid mains and pipes in the said parts of parishes and have supplied and own gas meters and fittings:

And whereas the Company have recently erected in their said works an extensive coke-oven and by-product plant from which there will be provided a large quantity of gas which will be available and will be suitable for use for lighting heating power and other industrial and domestic purposes:

And whereas the steel company have purchased and now own almost the entire share capital of the Company and it is intended that the Company shall be shortly put into liquidation so that their assets may become vested in the Steel Company:

And whereas it is considered desirable that a company should be incorporated and authorised to take over from the Company the supply of gas by them as aforesaid and become the gas undertakers within the said parish and urban district of Stocksbridge and part of the said adjoining parish and rural district of Wortley (hereinafter referred to as "the limits of supply") and should be empowered to purchase the said mains pipes meters and fittings of the Company (except such thereof as are provided or used exclusively for the purposes of the Company) together with the goodwill of the Company in the supply of gas by the Company as aforesaid and that the two companies or such one of them as shall for the time being be the owners of the said coke-oven and by-product plant should agree to supply to the statutory company and that company to purchase from the two companies or such one of them as aforesaid the gas required by the statutory company:

And whereas it has been agreed that the Company the Steel Company and the trustee or one or more of them shall apply to Parliament in the ensuing session for leave to introduce a Bill for the incorporation of the statutory company and for constituting the statutory company such gas undertakers as aforesaid:

Now therefore it has been agreed by and between the parties hereto as follows:—

1. The Company the Steel Company and the trustee or one or more of them shall promote in the ensuing session of Parliament and use their or his best endeavours to secure the passing of a Bill for

incorporating the statutory company and for constituting the statutory company the gas undertakers for an area comprising the limits of supply and for confirming this agreement and for such other purposes as are hereinafter referred to or as may be deemed expedient.

2. In this agreement "the supplying company" shall mean until the Company shall be put into liquidation the Company and thereafter the Steel Company.

3. As from the first day of January or first day of July (whichever shall first occur) next after the date of the passing into law of the said Bill the supplying company shall sell and the statutory company shall purchase All the rights powers and privileges of the supplying company with respect to the supply of gas within the limits of supply together with the mains pipes meters apparatus and fittings belonging to the supplying company laid or fixed in the limits of supply and used or capable of being used for the supply or consumption of gas (other than such mains pipes meters apparatus and fittings as are used or capable of being used by the supplying company exclusively for their own purposes) on the actual date of completion of the purchase and together with the benefit of all contracts and agreements then subsisting for the supply of gas by the supplying company but subject to all the obligations and restrictions (if any) to which the supplying company may be subject in respect thereof at and for the price or sum of £7,000 and such further sum as shall be equal to the amount expended by the Company or the Steel Company on capital account for the purposes of the said supply of gas from the day of the date hereof to the said date of completion The said sum of £7,000 shall be paid and satisfied by the issue by the statutory company to the supplying company or their nominees of seven hundred shares of £10 each of the statutory company credited as fully paid up and such further sum as aforesaid shall be paid and satisfied in cash As between the supplying company and the statutory company the supplying company shall be entitled to all sums of money accrued under any such contract or agreement as aforesaid up to the said date of completion and the statutory company shall be entitled to all sums of money accruing thereunder after that date Each party shall account to the other for the purposes of this provision and where it is impracticable to apportion any sum received by either party on the basis of the quantities of gas consumed before and after the said date of completion respectively the apportionment shall be made on a time basis according to the proportions of the period in respect of which the payment is made which occurred before and after the said date respectively.

4. The said sale and purchase shall be completed on such first day of January or first day of July as aforesaid and if the same be not completed on that date the statutory company shall pay to the supplying company interest at the rate of five per centum per annum

A.D. 1919.

on any sum payable in cash pursuant to clause 3 of this agreement from such date for completion until payment.

5. As from such first day of January or first day of July as aforesaid the supplying company shall provide and supply and the statutory company shall during the continuance of this agreement take exclusively from the supplying company such quantity of gas as the statutory company shall from day to day require for the purposes of their undertaking up to the amount referred to in the next following proviso:

Provided that the supplying company shall not be under any obligation to supply to the statutory company any greater quantity of gas on any one day from midnight to midnight than 300,000 cubic feet.

6. The gas so to be supplied and taken shall be delivered by the supplying company at a pressure of not less than six inches into the main at the meter-house to be erected as hereinafter provided and (subject as hereinafter provided) shall comply with the following requirements (that is to say):—

(A) The calorific value shall be not less than 400 British thermal units gross and shall be determined by a calorimeter to be erected as hereinafter provided;

(B) The gas shall as to its purity not exhibit any trace of sulphuretted hydrogen when tested in accordance with the rules prescribed in that behalf in Part II. of the Schedule A annexed to the Gasworks Clauses Act 1871:

Provided that during the continuance of the present war the aforesaid provisions as to calorific value and purity shall be subject to such amendment or alteration as shall be necessary to comply with any requirements which may be made under the Defence of the Realm Acts.

7. The statutory company shall provide erect and maintain as near as may be to the point at which the supply is furnished to them by the supplying company a meter-house and therein a station meter and a calorimeter of a pattern reasonably approved by the supplying company and such meter-house meter and calorimeter shall be and remain the property of the statutory company Provided however that the supplying company shall at all times have free access to the said meter and calorimeter for the purpose of inspecting the same.

8. The statutory company shall pay to the supplying company for each 1,000 cubic feet of gas supplied to them by the supplying company as measured by the said station meter in any quarter ending on the last day of March June September and December a price or sum equal to one-twentieth part of the price or average price per ton (based on the market rates in Sheffield for coal of the quality used by the

supplying company prevailing from time to time) of coal delivered into works at Sheffield having a railway siding thereon during such quarter The supplying company shall give to the statutory company all necessary particulars as to the said price of coal together with all proper facilities to enable the same to be checked by the statutory company and shall render to the statutory company on or before the fifteenth day of April the fifteenth day of July the fifteenth day of October and the fifteenth day of January an account in respect of the gas supplied during the period of three months terminating at the end of the preceding calendar month and the amount properly due in respect of such account shall be paid by the statutory company within one calendar month after delivery of the account as aforesaid Provided that either party shall be entitled at the end of five years from such first day of January or first day of July as is referred to in clause 3 of this agreement and thereafter at the end of each succeeding five years by giving not less than three months' previous notice in writing to the other of them to require the said price to be revised and from and after the expiration of the period specified in any such notice the price shall unless and until the same shall be again revised in accordance with the provisions of this clause be such as shall be agreed or failing agreement be determined by arbitration as hereinafter provided.

9. If the supplying company at any time fail to supply gas to the statutory company in the quantity and/or of the calorific value and/or of the purity required as hereinbefore provided—

(A) Nothing in this Agreement shall preclude the statutory company from purchasing gas from any other source so long as such failure shall continue and in the event of their so doing the supplying company shall pay to the statutory company all costs and expenses to which the statutory company shall thereby be put (after making reasonable adjustments in respect of any difference between the quality purity or quantity of the gas so purchased by the statutory company and the quality purity or quantity of the gas which the supplying company are by this Agreement required to supply) over and above the amount which would have been payable by the statutory company to the supplying company if the supplying company had not so failed Provided that this provision shall not take effect in respect of any failure by the supplying company unless the statutory company shall have notified such failure in writing to the supplying company and within fourteen days after any such notification a similar failure on the part of the supplying company shall again occur; and

(B) The supplying company shall indemnify the statutory company against and reimburse to them on demand the amount of

A.D. 1919.

any penalty or forfeiture incurred by the statutory company in consequence of any such failure as aforesaid which is due to any cause other than breakdown strike or lockout or any cause affecting the works and beyond the control of the supplying company together with the costs and expenses reasonably incurred by the statutory company in connection with the proceedings leading to the recovery of such penalty or forfeiture.

10. The supplying company shall not during the continuance of this Agreement without the consent in writing of the statutory company sell distribute or dispose of any gas (other than gas for use upon the works for the time being of the supplying company within the limits of supply or any part of such works) to any company body or person other than the statutory company within or for use within the limits of supply or any extension thereof which may hereafter be sanctioned by Parliament.

11. This Agreement may be determined by either party giving to the other not less than two years' previous notice in writing of their desire so to determine it Provided that any such notice shall not be given to take effect at any date other than seven years from the first day of January one thousand nine hundred and twenty or thereafter other than at the end of any succeeding period of seven years.

12. At any time during the continuance of this Agreement and a period of six calendar months after the determination thereof the statutory company shall be entitled upon giving to the supplying company six calendar months' previous notice in writing to purchase and thereupon the supplying company shall sell to the statutory company for a sum calculated on the basis of £150 per acre the lands in the said parish and urban district of Stocksbridge belonging to the company next hereinafter described or such part or parts thereof as the statutory company may require (that is to say):—

(A) Lands bounded on the east by the Wortley Road on the north and north-west by the Little Don River on the west partly by a sluice leading from that river to the Old Mill Race and partly by other lands belonging or reputed to belong to the Company and in the occupation of Mrs. Ann Bramall and on the south partly by the said Old Mill Race and partly by premises appurtenant to the post office situate at the junction of Wortley Road with Manchester Road;

(B) Lands bounded on the west by Wortley Road on the north and north-east by the Little Don River and on the south by lands which belong or are reputed to belong to the trustees of Samuel Fox deceased and are in the occupation of Isaac Marsh and by lands which belong or are reputed to belong to and are in the occupation of John Dyson

Provided that while and so long as the aforesaid option shall continue the statutory company shall pay to the supplying company as consideration therefor on every first day of July an annual sum of one pound the first of such payments to become due on the first day of July one thousand nine hundred and twenty. A.D. 1919.

13. If any difference under or in respect of the provisions of this Agreement shall arise between the statutory company and the two companies or either of them the same shall be referred to an engineer to be agreed upon between the parties or failing such agreement to be appointed on the application of either of them by the President for the time being of the Institution of Gas Engineers.

14. The costs charges and expenses of and incidental to the preparation and completion of this Agreement and the preparation for and promotion of the said Bill and the obtaining and passing of the intended Act shall be paid by the Company or by the Steel Company.

15. This Agreement is made subject to such alteration as Parliament may think fit to make therein Provided that if any material alteration be made therein the party affected thereby may withdraw from the same by giving notice in writing to the other parties to this Agreement and in that event or in the event of this Agreement not being confirmed (either with or without modification) by the said Bill this Agreement (except clause 14 thereof which shall continue in force) shall be at an end and the said Bill shall be withdrawn if so required by any of the parties hereto.

In witness whereof the two companies have caused their respective common seals to be hereunto affixed and the trustee has hereunto set his hand and seal the day and year first above written.

The common seal of Samuel Fox and Company Limited was hereunto affixed in the presence of— } L.S.

WILLIAM CHESTERMAN
W. E. ADIE } Directors.

THOS. H. HOWSON Secretary.

The common seal of the United Steel Companies Limited was hereunto affixed in the presence of— } L.S.

J. PEECH
W. STEEL } Directors.

A. BLACKMORE Secretary.

A.D. 1919

Signed sealed and delivered by the above-named Francis Scott Scott-Smith in the presence of— } F. S. SCOTT-SMITH. L.S.

THOS. H. HOWSON
7 Northumberland Road
Sheffield
Secretary.

Printed by EYRE and SPOTTISWOODE, LTD.;
FOR
WILLIAM RICHARD CODLING, Esq., C.B.E., M.V.O., the King's Printer of Acts of Parliament

To be purchased through any Bookseller or directly from
H.M. STATIONERY OFFICE at the following addresses:
IMPERIAL HOUSE, KINGSWAY, LONDON, W.C. 2, and 28, ABINGDON STREET, LONDON, S.W. 1;
37, PETER STREET, MANCHESTER; 1, ST. ANDREW'S CRESCENT, CARDIFF;
23, FORTH STREET, EDINBURGH;
or from E. PONSONBY, LTD., 116, GRAFTON STREET, DUBLIN.