CHAPTER lxxxvii.

An Act for granting further powers to the Stretford Gas Company. A.D. 1899.

[13th July 1899.]

WHEREAS by the Stretford Gas Act 1862 (in this Act called the Act of 1862) the Stretford Gas Company (in this Act called the Company) were re-incorporated and authorised to construct gasworks and to light with gas the parishes townships and places of Stretford Chorlton-cum-Hardy Urmston Lostock Flixton Davyhulme and Croft's Bank in the county of Lancaster and the parish of Ashton-upon-Mersey and the townships of Sale and Timperley in the county of Chester (in this Act referred to as the gas limits) and the Company were authorised to raise a capital in shares of thirty-nine thousand pounds (including the capital then already raised) and to borrow to the extent of one-fourth of the share capital for the time being paid up: 25 & 26 Vict. c. lxxii.

And whereas by the Stretford Gas Act 1877 (in this Act called the Act of 1877) the Company were authorised to raise a further sum of sixty-one thousand pounds in shares and to borrow a further sum of fifteen thousand pounds: 40 & 41 Vict. c. clxxxii.

And whereas of the said share capital the sum of eighty-nine thousand pounds has been issued and paid up and the Company have borrowed and now owe on mortgage twelve thousand pounds and have created and issued debenture stock to the amount of ten thousand pounds:

And whereas the demand for gas within the gas limits is increasing and it is expedient that the Company be authorised to acquire additional lands and to erect additional works for the manufacture and storage of gas:

And whereas it is expedient that the Company be authorised to raise further capital for the purposes of their undertaking:

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

And whereas the objects aforesaid cannot be effected without the authority of Parliament:

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And whereas plans showing the lands which may be acquired under the powers of this Act and a book of reference to those plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of and describing such lands have been deposited with the clerk of the peace for the county of Lancaster and are herein-after referred to as "the deposited plans and book of reference":

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

Short title.

1. This Act may be cited as the Stretford Gas Act 1899.

Incorporation of general Acts.

2. The Lands Clauses Acts;

The Gasworks Clauses Act 1847;

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money by the Company on mortgage or bond;

The consolidation of shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested;

And Part I. "cancellation and surrender of shares" Part II. "additional capital" and Part III. "debenture stock" of the Companies Clauses Act 1863 as amended by subsequent Acts;

are so far as the same respectively are applicable for the purposes of and not varied by or inconsistent with the provisions of this Act incorporated with and form part of this Act And the Gasworks Clauses Act 1871 shall subject to the provisions of this Act apply to the undertaking of the Company as if the same had been authorised by this Act.

Interpretation.

3. In this Act unless the subject or context otherwise require—

The words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings;

"Gas appliances" means and includes gas meters gas engines stoves ranges pipes tubes fittings and any apparatus machinery and appliances applicable for the production distribution and use of gas for lighting heating cooking ventilating and other purposes or as motive power.

Power to take lands.

4. Subject to the provisions of this Act the Company may enter upon take hold and use the lands and hereditaments described in Part III. of the First Schedule to this Act and which are shown on the deposited plans and described in the deposited book of reference.

Correction of errors &c. in deposited plans and book of reference.

5. If there be any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Company after giving ten days notice to the owners lessees and occupiers of the lands in question may apply to two justices for the correction thereof and if it appear to the justices that the omission misstatement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described and such certificate shall be deposited with the clerk of the peace for the county of Lancaster and such certificate shall be kept by such clerk of the peace with the other documents to which the same relates and thereupon the deposited plans and book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

Confirmation of scheduled agreement.

6. The agreement dated the twenty-seventh day of April one thousand eight hundred and ninety-nine and made between Sir Humphrey Francis de Trafford Baronet of the one part and the Company of the other part and set forth in the Second Schedule to this Act is hereby confirmed and declared to be valid and binding upon the parties thereto.

Period for compulsory purchase of lands.

7. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

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Power to purchase lands by agreement.

8. The Company may for the purposes of their undertaking purchase take and hold (by agreement but not otherwise) in addition to the lands described in the First Schedule to this Act any lands and hereditaments not exceeding in the whole five acres which the Company may require for the purposes of their works and undertaking but the Company shall not create or permit a nuisance on any such lands or use the same for the manufacture of gas or of any product resulting from any materials employed in such manufacture.

Power to hold sell and lease lands.

9. The Company may hold any lands which they may acquire under the authority of this Act free from the provisions of the Lands Clauses Consolidation Act 1845 or of the existing Acts of the Company with respect to superfluous lands and they may grant a lease or leases of and sell and dispose of their estate and interest in any lands they may not for the time being require for the purposes of their undertaking.

Power to erect workmen's dwellings.

10. The Company may on any lands acquired by them under the powers of this Act and on any other lands which they may acquire by agreement under the authority of this Act erect and maintain dwelling houses for their officials and workmen or other persons and may use or convert any house on any part of the said lands for such purpose.

Restriction on taking houses of labouring class.

11.—(1) The Company shall not under the powers of this Act purchase or acquire ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

(2) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provision they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

(3) For the purpose of this section the expression "labouring class" means mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than

domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them. A.D. 1899.

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

12. The Company may upon the application of the owner or occupier of any premises abutting on or being erected in any street or road laid out or made but not dedicated to public use supply such premises with gas and may lay and from time to time take up alter relay or renew in across or along such street or road such pipes as may be requisite or proper for the furnishing such supply 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 so laid so far as they are respectively applicable for the purposes of this section shall extend and apply mutatis mutandis to and for the purposes thereof.

Powers as to construction and maintenance of gasworks &c.

13. Subject to the provisions of this Act the Company may upon the lands described in Part II. and Part III. of the First Schedule to this Act erect lay down provide and construct maintain alter improve enlarge extend and renew or discontinue gasworks retorts gasholders receivers machinery drains sewers mains approaches and other works apparatus and conveniences and may do all such acts as they may think proper for making storing and supplying gas and may make store and supply gas accordingly and may store sell supply and deal in coke tar pitch oil lime ammoniacal liquor carburine spirit and all other products resulting from such making of gas but not from the working up manufacture or conversion of residual products.

Gas &c. not to be manufactured except on lands scheduled.

14. No lands shall be used by the Company for the purpose of manufacturing gas except the lands described in the First Schedule to this Act and no lands shall be used by the Company for the purpose of manufacturing or converting any residual products except the lands described in Part I. of the First Schedule to this Act.

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

15.—(1) The Company may purchase provide supply sell let for hire use and otherwise deal in fix alter repair remove and refix but shall not manufacture gas appliances and may provide all materials and do all work necessary or proper in that behalf Any such letting for hire may be for such rent or remuneration in money and on such terms with respect to the repair of gas appliances let and for securing the safety and return thereof to the Company and otherwise as may be agreed upon between the Company and the persons to or for whom the same are sold supplied let fixed up altered or removed and the Company may

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supply gas for heating cooking ventilating and other purposes and for motive power and may do all things needful therefor on such terms and conditions in all respects as may be agreed on between the Company and the party to whom such supply shall be given.

(2) The exemption conferred by section 14 of the Gasworks Clauses Act 1847 in respect of meters shall be deemed to include any gas appliances supplied by the Company Provided that such appliances have upon them respectively a distinguishing metal plate affixed to a conspicuous part thereof or a distinguishing brand or other mark conspicuously impressed or made thereon sufficiently indicating the Company as the actual owners thereof.

Power to hold licences under letters patent.

16. The Company may acquire hold and use patent rights or licences or authorities (not being exclusive) under any letters patent for the use of any invention relative to the manufacture conversion utilisation or distribution of gas and residual products.

Insurance fund.

17. If the clear profits of the undertaking of the Company in any year amount to a larger sum than is sufficient to pay the dividend on the preference capital (if any) and the dividend on the ordinary capital of the Company at the standard rates the excess beyond the sum necessary for that purpose may from time to time to the extent of one per centum per annum upon the paid up capital of the Company be invested in Government or other securities and the dividends and interest arising from such securities shall also be invested in the same or the like securities in order that the same may accumulate at compound interest until the fund so formed amounts to a sum equal to one-fiftieth of the paid up capital of the Company which sum shall form an insurance fund to meet any extraordinary claim demand or charge which may at any time arise against or fall upon the Company from accident (including accident to any person in their employ) strikes or other circumstances which in the opinion of a court of summary jurisdiction due care and management could not have prevented and if such fund be at any time reduced it may thereafter be again made up to the said sum and so from time to time as often as such reduction shall happen Provided that when and so often as the said fund shall reach one-fiftieth part of the paid up capital the interest thereon shall be carried to the credit of the fund available for dividend Provided also that resort may from time to time be had to the insurance fund to meet any extraordinary claim demand or charge as aforesaid although such fund may not at the time have reached or may have been reduced below the full amount of one-fiftieth as aforesaid.

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Prepayment for gas may be required in certain cases.

18. Where the Company deem it necessary so to do they may require prepayment for gas required to be supplied for a period of six months or any shorter period and in such case may refuse to supply gas unless the estimated cost thereof for such period as the Company may fix be prepaid and at the end of each such period the Company shall be paid or shall repay any excess or deficiency of money actually payable for gas so supplied and the Company shall pay or allow interest at the rate of not less than four per centum per annum on every sum of ten shillings so prepaid during such period as aforesaid.

Company may refuse to supply persons quitting premises and being in debt to Company.

19. 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 or meter rent and rent for gas stoves cookers pipes and fittings due from him to the Company they may refuse to furnish to him a supply of gas until he pays the same.

Gas consumers to give notice to Company before removal.

20. Twenty-four hours notice in writing shall be given to the Company by every gas consumer 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 moneys 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 shall first occur.

Notice of the effect of the foregoing enactment shall be endorsed on every demand note for the payment of any gas rent.

Section 27 (Notice of intention by consumers to discontinue gas supply) of the Act of 1877 is hereby repealed.

Company may inspect fittings &c.

21.—(1) Every person intending to lay down or fix any pipes or other fittings for the supply or distribution of gas by the Company in any new building within the limits of this Act which are intended to be covered over shall before such pipes or fittings are covered over give to the Company forty-eight hours notice in writing specifying the situation of such building and any officer of the Company duly appointed for that purpose may before the expiration of such notice enter such building between the hours of ten in the forenoon and five in the afternoon and inspect such pipes and fittings and may by order in writing prohibit any such as by reason of improper arrangement inferior workmanship or insufficiency in size or material will in the opinion of such officer be dangerous by allowing the escape of gas or be insufficient to

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ensure a satisfactory supply of gas to such building and if any person shall fail to give such notice as aforesaid or shall refuse entry to such officer into such building within the time and for the purpose aforesaid or shall prevent him from making such inspection or shall not to the reasonable satisfaction of such officer make such alteration in the pipes and fittings as he may reasonably require the Company shall not be bound to furnish to such person a supply of gas for such building.

(2) Any person aggrieved by any order made under this section may appeal to a court of summary jurisdiction within seven days after the date of the said order provided he give twenty-four hours notice of such appeal and of the grounds thereof to the Company's manager.

(3) Notice of the provisions of this section shall be given by advertisement published three times in a local newspaper published or circulated within the limits of this Act.

As to errors in meter measurement.

22. 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 quarter of the year preceding the testing unless it shall 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 rents are recoverable by the Company.

Amending section 26 of Act of 1877.

23. Section 26 (Company to pay interest on money deposited as security for gas meters &c.) of the Act of 1877 shall be altered by the substitution therein of four per centum in lieu of five per centum.

Authentication and service of notices by Company.

24. Any notice to be served by the Company on a person supplied with gas shall be sufficiently authenticated by the name of the secretary of the Company or if it be a notice to pay any charge in respect of a supply of gas by the name of the secretary or collector of the Company being affixed thereto in print or in writing or by a stamp and any such notice may be served on such person in manner provided by section 45 of the Gasworks Clauses Act 1871.

Power to Company to raise additional capital.

25. The Company may apply to the purposes of this Act to which capital is properly applicable any moneys they may have already raised or are authorised to raise and may from time to

time raise (in addition to their present authorised capital) any further sums not exceeding in the whole one hundred and sixty thousand pounds by the creation and issue of new ordinary shares or stock or of new ordinary shares or stock and new preference shares or stock in equal amounts but the Company shall not issue any share of less nominal value than ten pounds nor shall any such share or stock vest in the person accepting the same unless and until the full price of such share or stock including any premium obtained upon the sale thereof shall have been paid in respect thereof Provided that it shall not be lawful for the Company to create and issue under the powers of this Act any greater nominal amount of capital than shall be sufficient to produce including any premium which may be obtained on the sale thereof the sum of one hundred and sixty thousand pounds.

Limit of dividend on new capital.

26. The Company shall not in any year declare or make out of their profits any larger dividends on the additional capital than five pounds in respect of every one hundred pounds actually paid up of such additional capital as may be issued as ordinary capital or four pounds in respect of every one hundred pounds actually paid up of such additional capital as may be issued as preference capital unless a larger dividend be at any time necessary to make up the deficiency on such additional capital as shall have been issued as ordinary capital and which shall have fallen short of the said sum of five pounds.

New shares or stock to be offered by auction or tender.

27. Notwithstanding anything in this Act contained the Company shall when any shares or stock created under the powers of this Act are to be issued and before offering the same to the holder of any other shares or stock in the Company and whether the ordinary shares or ordinary stock of the Company be at a premium or not offer the same for sale by public auction or by tender in such manner at such times and subject to such conditions of sale as the Company shall from time to time determine Provided that at any such sale no single lot shall comprise more than one hundred pounds nominal value of shares or stock and that the reserved price put upon such shares or stock shall not be less than the nominal amount thereof and notice of the amount of such reserved price shall be sent by the Company in a sealed letter to the Board of Trade not less than twenty-four hours before the day of auction or the last day for the reception of tenders as the case may be and such letter may be opened after such day of auction or last day for the reception of tenders and not sooner and provided that no priority of tender shall be allowed to any holder of shares or stock in the Company.

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Where proprietor tenders same amount as any other person proprietor to be declared the purchaser.

28. When the amount bidden or tendered by the proprietor of any shares or stock of the Company for any lot of shares or stock offered for sale by auction or tender under the provisions of this Act is equal to the highest amount bidden or tendered for the same lot by any person not being a proprietor then and in every such case such proprietor shall be declared to be the purchaser of and to be entitled to such lot.

Purchase money of capital sold to be paid within three months.

29. It shall be one of the conditions of any sale of shares or stock under this Act that the full price thereof including any premium given by the purchaser at such sale shall be paid to the Company within three months after such sale.

Notice to be given as to sale of shares or stock.

30. The intention to sell any such shares or stock by auction or by tender shall be communicated in writing to the clerk of the Stretford Urban District Council and to the clerk of the council of any district into which any part of the gas limits shall extend and to the secretary of the committee 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 notice of such intention shall be duly advertised once in each of two consecutive weeks in one or more local newspaper or newspapers circulating within the said district.

Shares or stock not sold by auction or by tender to be offered to share or stock holders.

31. When any shares or stock created under the powers of this Act have been offered for sale by auction or tender and not sold the same shall be offered at the reserved price put upon the same respectively for the purpose of sale by auction or tender to the holders of ordinary shares or ordinary stock of the Company in manner provided by the Companies Clauses Act 1863 Provided always that any shares or stock so offered and not accepted within the time prescribed by the said Act shall again be offered for sale by public auction or by tender in the manner and subject to the provisions of this Act with respect to the sale of shares or stock created under the powers of this Act and the reserve put upon such shares or stock may upon such subsequent auction or tender if the directors of the Company think fit be less than the nominal amount thereof and any shares or stock respectively not then sold shall be again offered to the holders of ordinary shares or ordinary stock at the last-mentioned reserved price and so from time to time until the whole of such shares or stock is sold.

Application of premium arising on issue of

32. Any sum of money which shall arise from the issue of any such shares or stock by way of premium after deducting therefrom the expenses of and incident to such issue shall not be

considered as profits of the Company but shall be expended in extending or improving the works of the Company or in paying off money borrowed or owing on mortgage by the Company and shall not be considered as part of the capital of the Company entitled to dividend Provided that in any case where a power to raise money by borrowing or to create an insurance fund is made proportionate to the paid-up capital the premium received from the sale of shares or stock by auction or tender as herein-before provided shall for such purpose be reckoned as part of the paid-up capital.

shares or stock.

33. The additional capital by this Act authorised shall form part of the general capital of the Company and the proprietors of any shares or stock to be issued under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount represented thereby would have entitled them to if the same had been original shares or stock of the Company and shall subject to the provisions of this Act be entitled to a dividend with the other holders of shares or stock And if in any year the net revenue of the Company be insufficient to pay the full amount of the maximum dividend to which each class of ordinary shares or stock is entitled a proportionate diminution shall be made for the time being in the rate of the dividend then to be paid in respect of each class.

Incidents of additional capital.

34. If any money be payable to a shareholder 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.

Receipt of guardian &c. to be sufficient discharge.

35. 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-fourth part of the amount of the additional capital by this Act authorised to be raised and at the time actually issued by shares or stock but no part thereof shall be borrowed until the whole of the shares or stock at the time issued together with the premium (if any) realised on the sale thereof shall have been fully paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that such shares and stock and premium (if any) have been issued and fully paid up and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Power to borrow in respect of additional capital.

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Existing mortgages to have priority.

36. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Priority of mortgages and debenture stock over other debts.

37. All moneys raised by the Company on mortgage or debenture stock under the powers 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 But this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Acts or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or pari passu with the interest or dividend on their mortgages or debenture stock nor shall anything herein-before contained affect any claim in respect of land taken used or occupied by them for the purposes of the undertaking or works of the Company or injuriously affected by the construction thereof or by the exercise of any of the powers conferred on the Company.

Repealing existing provisions as to receiver.

38. Section 18 (Arrears may be enforced by the appointment of a receiver) of the Act of 1877 is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings pending at the passing of this Act under any such provision.

For appointment of a receiver.

39. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and 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 in the whole than two thousand pounds.

Application of moneys.

40. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of the Company being in every case purposes to which capital is properly applicable.

Company not to use Thomas Street.

41. The Company shall not make use of Thomas Street in the urban district of Stretford for the carriage of tar or of ammoniacal liquor and in the event of their contravening the provisions of this section they shall be liable to a penalty not exceeding forty shillings for every such offence and such penalty shall be recoverable summarily upon the complaint of the Stretford Urban District Council.

Quality of gas.

42. Notwithstanding anything contained in the Act of 1862 and the Act of 1877 the prescribed number of candles shall from and after the passing of this Act be sixteen.

Expenses of Act.

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

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

PART I.

The lands in the parish of Stretford now belonging or reputed to belong to the Company containing about three thousand two hundred and fifty square yards and on which they are authorised to erect gasworks and to make gas and to manufacture residual products.

PART II.

Certain lands in the said parish of Stretford belonging or reputed to belong to the Company and forming part of their existing gasworks containing about eleven thousand three hundred and ten square yards and bounded on the north-east north-west and south-east by land belonging or reputed to belong to Sir Humphrey Francis de Trafford Baronet and on part of the south-west side by land belonging or reputed to belong to the Company and on the remaining part of the south-west side by a road belonging or reputed to belong to the Manchester Ship Canal Company.

PART III.

Certain lands in the said parish of Stretford belonging or reputed to belong to the said Sir Humphrey Francis de Trafford and in the occupation of the executors of the late George Foster containing about sixteen thousand square yards and bounded on the north-east by Thomas Street on the north-west by other lands belonging or reputed to belong to the said Sir Humphrey Francis de Trafford on the south-west partly by the gasworks of the Company and partly by other lands belonging or reputed to belong to the said Sir Humphrey Francis de Trafford and on the south-east by other lands belonging or reputed to belong to the said Sir Humphrey Francis de Trafford.

THE SECOND SCHEDULE.

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AN AGREEMENT made this twenty-seventh day of April 1899 between SIR HUMPHREY FRANCIS DE TRAFFORD of 18 Arlington Street in the county of London Baronet herein-after called the Vendor (tenant for life in possession of the land herein-after agreed to be sold) of the one part and THE STRETFORD GAS COMPANY herein-after called the Company of the other part.

1. The Vendor will sell and the Company will purchase at the price and in consideration of the clear perpetual yearly rentcharge of £200 the fee simple in possession free from incumbrances of the plot of land containing 16,000 square yards adjoining the present gasworks of the Company and particularly described in Part 3 of the First Schedule to a Bill now being promoted by the Company in Parliament in the session of 1899 and also particularly described and shown as edged red on a plan prepared and signed by Mr. John Bowden the surveyor of the Vendor and by Mr. H. Kendrick the engineer of the Company.

2. If for the purposes of sections 2 and 4 of the Lands Clauses Amendment Act 1860 and the sections of the Lands Clauses Consolidation Act 1845 referred to therein the Vendor or the Company shall require a valuation of two able practical surveyors the said John Bowden is hereby nominated as such able practical surveyor on behalf of the Vendor and the said H. Kendrick is hereby nominated as such able practical surveyor on behalf of the Company.

3. The rentcharge shall commence from the 24th day of June 1899 and shall be made payable half-yearly on every 25th day of December and 24th day of June and in addition to all powers by the Lands Clauses Consolidation Acts given for the recovery of the rentcharge such rentcharge shall be charged upon and issue out of the land agreed to be sold and also upon and out of the lands described in Parts 1 and 2 of the First Schedule to the said Bill and upon and out of all buildings for the time being thereon respectively but as regards the lands described in Parts 1 and 2 of the said schedule not so as to prejudice or affect the rents estate and interest of the Vendor under or expectant on leases of such lands granted by any predecessor in title of the Vendor and the Vendor shall have upon over and in respect of the said respective lands and buildings for recovering and compelling payment of such rentcharge such powers and remedies as are expressed and contained in the Conveyancing and Law of Property Act 1881 section 44 sub-sections (2) (3) and (4) as fully as if such sub-sections had been herein inserted at length and been expressly made applicable to the said rentcharge and the powers hereby given to the Vendor shall extend also to his successors in title and assigns and shall together with the said rentcharge be created by way of use or by grant or so far as regards part of the land by way of use and

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as regards the remainder of the land by way of grant or otherwise as the Vendor shall require.

4. The Company may at any time hereafter take possession of the land agreed to be sold on giving seven days previous notice in writing to that effect to the Vendor or his surveyor and on obtaining the consent of the tenant.

5. The Company will make satisfaction for all tenant rights existing in the land agreed to be sold The land tax and tithe rentcharge shall be apportioned if required at the cost of the Company between such land and the other land of the Vendor now charged therewith.

6. The assurance to the Company pursuant to this agreement shall include such provisions as are required to give effect to this agreement and (in addition) such exceptions reservations covenants and clauses as are set forth in the schedule hereto.

7. The purchase shall be completed within three calendar months after the Company's Bill shall have received the Royal Assent and on completion of the purchase the Company shall pay to the Vendor the sum of £422 14*s.* 4*d.* as their proportion of the expense already incurred by the Vendor in sewering forming and paving Thomas Street adjoining the land agreed to be sold and the Company shall at the same time pay the Vendor's costs of and incidental to this agreement and of deducing and verifying his title and of the assurance to the Company and of a duplicate of such assurance for the use of the Vendor and of the concurrence in or consent to such assurance of the mortgagees of the life estate of the Vendor and of and incidental to any valuation pursuant to clause 2 of this agreement and the costs and charges of the surveyor of the Vendor in connexion with the negotiation for and arrangement of the terms of the sale and also all costs and charges of the Vendor in connection with or arising out of his petition against the said Bill and the modification thereof and all other costs charges and expenses of the Vendor of carrying out the sale and purchase.

8. On completion of the purchase the Company shall endorse on each lease to them of the lands described in Parts 1 and 2 of the First Schedule to the said Bill a notice (in a form to be approved by the Vendor) of the assurance executed to the Company pursuant to this agreement and of the charge effected by such assurance of the said rentcharge of £200 on the lands comprised in each such lease and the Company shall within two months after completion of the purchase produce to the Vendor or his solicitor each such lease with the required notice endorsed thereon.

9. This agreement shall be subject to such alterations as Parliament may think fit to make therein and shall be scheduled to the Bill being promoted by the Company in the session of 1899 and the Company will put forward and promote a clause in the said Bill confirming the same and use their best endeavours to secure the passing thereof.

In witness whereof the Vendor has hereunto set his hand and seal and the Company have caused their common seal to be affixed the day and year first before written.

THE SCHEDULE ABOVE REFERRED TO.

1. There shall be excepted and reserved out of the assurance to the Company all mines and minerals lying within or under the land now agreed to be sold with liberty for the person or persons for the time being entitled to such excepted mines and minerals and his or their lessees and tenants and all persons authorised by him them or any of them to search for get and remove the same without liability to leave adjacent or subjacent support to the surface of the said land but so that such surface be not entered upon or disturbed by surface operations and that compensation be made for all damage or injury to the said land or any building or erection for the time being thereon.

2. There shall also be excepted and reserved out of the assurance to the Company the free running of water and soil from any hereditaments adjoining or near to the land agreed to be sold to which the Vendor is now entitled for any estate or interest in and through the sewers drains and channels for the time being in upon or under the said land or any part thereof with liberty at all times for the person or persons for the time being entitled to such hereditaments and all persons employed by him them or any of them to enter upon the same land to cleanse renew and repair the said sewers drains and channels.

3. The said yearly rentcharge of £200 shall by the assurance to the Company be so limited or created as to enure to upon and for the same uses trusts and powers as those to upon and for which the rents and profits of the land agreed to be sold stood settled or assured at or immediately before the execution of the assurance to the Company including the estate or interest of the respective mortgagees of the life estate of the Vendor.

4. The assurance to the Company shall contain covenants by the Company for themselves their successors and assigns with the Vendor and his assigns and separately with each of the mortgagees of the life estate of the Vendor and the successors executors administrators and assigns of each such mortgagee and also separately with each and every the person or persons at the date of the assurance to the Company or for the time being entitled to the said rentcharge (the Vendor and other the person or persons aforesaid being included in the expression "the rent owner" herein-after used) and also separately with each and every the person or persons at the date of the assurance to the Company or for the time being entitled under the settlement under which the Vendor is tenant for life to any hereditaments adjoining or near to the said land agreed to be sold which are subject to the limitations of the said settlement (the Vendor and other the person or persons aforesaid being included in the expression "the estate owner" herein-after used) as follows viz.:—

(*a.*) That the Company their successors and assigns will henceforth pay unto the rent owner the said rentcharge upon the days and in manner aforesaid:

(*b.*) And will henceforth bear pay and discharge all rates taxes charges duties assessments and outgoings of every description now or hereafter to be assessed charged or imposed upon the said land agreed to be sold or any erection or building thereon or on the owner or occupier in respect thereof:

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(*c.*) And will at their own expense execute perform and observe all works and sanitary and other regulations required or imposed by lawful authority in respect of the said land or any erection or building thereon.

(*d.*) And will forthwith fence off so much of the land as shall not form the site of a building street or passage with a sufficient and proper temporary fence and afterwards if as and when required by the estate owner or his surveyor enclose the same except where it abuts upon land shown on the plan above referred to as now in the occupation of the Company with a good and substantial fence and at all times thereafter keep the same so enclosed:

(*e.*) And that there shall not at any time hereafter be erected maintained or continued upon the said land any dwelling-house which shall be of less clear yearly letting value than £14 nor any gasometer more than ninety feet in height above the level of Thomas Street shown on the said plan nor any dwelling-house building or erection which being other than a boundary fence shall as to any part thereof be on the north-east side of the "building line for houses or other buildings" indicated on the said plan nor any gasometer or scrubber which shall as to any part thereof be on the north-east side of the "north-east building line for gasometers and scrubbers" or on the south-east side of the "south-east building line for gasometers and scrubbers" indicated on the said plan nor any retort house or purifier which shall as to any part thereof be on the north-east side of the "north-east building line for retort houses and purifiers" or on the south-east side of the "south-east building line for retort houses and purifiers" indicated on the said plan:

(*f.*) And that the rent owner and the estate owner respectively and their respective agents surveyors servants and workmen may at all reasonable times hereafter enter upon any part of the said land or any building or erection for the time being thereupon and inspect the state and condition thereof but so that no entry be made upon any premises by or on behalf of each of them the rent owner and the estate owner oftener than once in any year or without 24 hours previous notice in writing to the tenant or occupier for the time being of the premises to be entered except during the construction alteration or enlargement of any building or erection upon the said land and for the purpose of inspecting work in progress:

(*g.*) And that the estate owner and the owners and occupiers for the time being of any land or buildings adjoining or near to the land agreed to be sold who shall derive or have derived their title thereto from or through the estate owner or any predecessor in title of the estate owner may at any time hereafter use erect rebuild or alter any land or building adjoining or near to the land agreed to be sold for any purpose and in any manner so as to destroy obstruct or interfere with any right of light or other right or easement which but for this present provision would have been acquired or created by implication by this agreement or the assurance made in pursuance thereof or by user or otherwise howsoever and would for the time being be appertaining to or enjoyed with the land agreed to be sold or any part thereof or any building thereon:

(*h.*) And that the Company their successors or assigns will at all times hereafter after notice in writing from the estate owner so to do keep open and free from obstruction the halves agreed to be sold of the street and passage shown on the said plan and permit the same to be used for all purposes as a public street and a public passage :

(*i.*) And will at their own expense make form and complete the roadways and footways of the said halves of the said street and passage with all proper main sewers drains and channels and works connected therewith in through and under and upon the same respectively on such levels with such materials at such times within such periods and generally in such manner (but not so as to infringe or contravene any byelaw rule or regulation of the local sanitary authority for the time being in force in respect of such matters) as the estate owner or his surveyor shall require by any notice or notices in writing either containing special directions or referring to general directions deposited at the office of such surveyor or at some other place specified in such notice or notices and at all times after the said roadways footways main sewers drains channels and other works shall have been made formed and completed and until the same shall become repairable by some public body or local authority maintain and keep the same in good and complete repair and free from obstruction to the satisfaction of the estate owner or his surveyor :

(*j.*) And will on demand pay to the rent owner all moneys which shall be paid by the rent owner to any local authority in or towards satisfaction of any charge upon the said land or upon the interest of the Company their successors or assigns therein to which such authority shall for the time being be entitled in respect of any expenses incurred by such authority and for the repayment whereof to such authority the Company their successors or assigns shall under this agreement or the assurance to be made in pursuance thereof or otherwise be liable (and as to which payment the rent owner shall have an absolute discretion) and all costs incurred by the rent owner in relation thereto or in consequence of the non-payment thereof by the Company their successors or assigns :

(*k.*) And will on demand pay to the estate owner all expenses incurred by him in erecting or maintaining a boundary fence (which may be done by him if the Company their successors or assigns fail to perform the covenant in that behalf herein-before contained) or in making forming completing or maintaining as aforesaid the said halves of the said street and passage and the said sewers drains channels and other works (all which may be done by the estate owner if the Company their successors or assigns fail to perform the covenant in that behalf herein-before contained or at the option of the estate owner in lieu of requiring the Company their successors or assigns to perform such covenant) and also a proportionate part of the expenses already or hereafter to be incurred by the estate owner or any of his predecessors in title in or about providing maintaining and cleansing if and so long as the same shall not or ought not to be maintained and cleansed by some public body or local authority an outlet or outlets for the main sewers drains

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and channels in through under and upon the said land agreed to be sold and the sewers drains and channels in through under and upon neighbouring land the amount of all which expenses or part of expenses shall be conclusively settled by the surveyor of the estate owner and all moneys expenses and part of expenses which shall become payable by the Company their successors or assigns to the rent owner and the estate owner respectively under the covenants herein-before contained shall until paid be a charge upon the interest of the Company their successors or assigns in the said land at the date of the same becoming payable and if not paid by the Company their successors or assigns within 10 days after payment thereof shall have been demanded by notice in writing the same shall carry interest at the rate of £5 per centum per annum from the date of demand and with such interest be recoverable under or by virtue of the said charge :

(*l.*) And that no sale by retail of intoxicating liquors and no offensive noisy or dangerous business or occupation and no act matter or thing which shall or may be or become or grow to a public or private nuisance or a damage annoyance grievance or inconvenience to the estate owner or to any occupier of adjoining neighbouring or other land or building or which may lessen the value of any such land or building shall be made carried on or done or suffered on the said land agreed to be sold but the manufacture storage and supply of gas and the manufacture of products and residuum of materials employed in or remaining from the manufacture of gas shall not be deemed to constitute a breach of this covenant.

5. The assurance to the Company shall also contain the following provisions and agreements viz. :—

(*a.*) The power of sale and all other powers conferred on mortgagees by the Conveyancing and Law of Property Act 1881 shall apply to the several charges on the land agreed to be sold to arise under these presents or the assurance to be made in pursuance thereof and shall be exerciseable in respect of the said respective charges accordingly by the person or persons for the time being entitled to the said charges respectively :

(*b.*) The estate owner may sell or lease any land adjoining or near to the land hereby agreed to be sold free from any obligations or restrictions similar to the obligations or restrictions intended to be hereby imposed in respect of the said land hereby agreed to be sold and any obligations or restrictions in relation to any such adjoining or neighbouring land may be wholly or partially released or any breach thereof waived without thereby releasing the Company their successors or assigns from any of the covenants or provisions herein contained or giving to the Company their successors or assigns any right of action against the estate owner or any other person or persons whomsoever :

(*c.*) Every notice in writing hereby required or authorised to be given to the Company their successors or assigns shall be sufficient if signed by or on behalf of the rent owner or estate owner (as the case may require) and given in any form and served in any manner by the 67th section of

the Conveyancing and Law of Property Act 1881 authorised in the case of notices under that Act to be served on a lessee. A.D. 1899.

Signed sealed and delivered by the before-named Sir Humphrey Francis de Trafford in the presence of } HUMPHREY F. DE TRAFFORD.

CHAS. W. H. GUTTERIDGE
Market Harborough.

The seal of the Company was affixed hereto in the presence of

WM. LEWIS GALLOWAY
BOSDIN T. LEECH } Directors.

BENJN. HAYNES
Secretary.

Seal of the Stretford Gas Company

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