CHAPTER xxviii.

An Act to confer further powers upon the Sunderland Gas Company to extend their limits of supply and for other purposes. [22nd July 1919.] A.D. 1919

WHEREAS by the Sunderland Gas Act 1857 (in this Act called "the Act of 1857") the Sunderland Corporation Gas Company was dissolved and the Sunderland Gas Act 1846 and the Sunderland Gas Amendment Act 1853 relating to that company were repealed and the shareholders of that company were incorporated as the Sunderland Gas Company (in this Act called "the Company") and were authorised to supply gas within certain limits comprising the parish of Sunderland near the Sea and certain townships adjacent thereto more particularly described in the Act of 1857:

And whereas by the Sunderland Gas (Standard of Calorific Power) Order 1917 a standard of calorific power was substituted for the standard of illuminating power prescribed by the Act of 1857 for the gas supplied by the Company and other provisions were made affecting such supply:

And whereas it is expedient that the acquisition by the Company of the lands described in Part I. of the First Schedule to this Act and the construction by the Company of gasworks on some part of the said lands be sanctioned and confirmed:

And whereas the demand for the supply of gas within and adjacent to the said limits of supply has increased and is increasing and the Company have extended their mains in certain cases beyond the said limits:

And whereas in order to meet such increased demand it is expedient to authorise the Company to acquire additional lands and to erect and maintain additional works and that the limits of the Company for the supply of gas should be extended as

[*Price* 3*s*. 6*d*. *Net*.]

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by this Act provided and that the Company should be empowered to purchase the properties of the South Hylton Gas Light and Coke Company Limited and the Whitburn Gas Company Limited which companies are now affording a supply of gas but without statutory powers within certain portions of the area over which the Company's limits of supply are extended by this Act:

And whereas the following is a statement of the capital which the Company have issued or are authorised to issue under the powers in that behalf conferred upon the Company by the Act of 1857:—

CAPITAL.

Description.	Maximum Dividend per cent.	Total paid up.	Total authorised.
		£	£
Original capital (of which £8,000 bears a 5 per cent. preference dividend).	10	90,600	90,600
Additional capital - - - - -	8½	62,500	100,000

And whereas it is expedient that the said original and additional capital of the Company should be converted and consolidated as provided by this Act:

And whereas the Company were not empowered by the Act of 1857 to raise any money on mortgage or bond but were thereby empowered to continue on mortgage or bond all such sums of money as had been borrowed previously to the passing of that Act by the Sunderland Corporation Gas Company until the same should be paid off in pursuance of resolutions of the Company to that effect and the Company have since paid off all moneys so borrowed:

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

And whereas it is expedient to empower the Company to establish certain funds for the benefit of the servants of the Company and other purposes:

And whereas it is expedient that such other powers should be conferred upon the Company and that such other provisions should be made as in this Act are more particularly set forth:

And whereas plans showing the lands which may be taken or used compulsorily under the powers and for the purposes of

this Act and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerk of the peace for the county of Durham and are hereinafter referred to respectively as the deposited plans and book of reference:

And whereas the objects aforesaid 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):—

Short and collective titles.

1. This Act may be cited as the Sunderland Gas Act 1919 and the Sunderland Gas Act 1857 and this Act may be cited together as the Sunderland Gas Acts 1857 and 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):—

The Lands Clauses Acts Provided always that notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 any question of disputed compensation under this Act or any Act incorporated herewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party;

The Gasworks Clauses Acts 1847 and 1871 Provided that section 13 of the former Act shall be read as if the words "or any premises" were inserted after the words "private building" and as if the words "Provided also "that every such contract entered into by the Company "shall be alike in terms and amount under like circum-"stances to all consumers" were added at the end of that section;

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

The transfer or transmission of shares;

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

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 the said provisions shall so far as the same are respectively applicable apply to any ordinary stock to be issued under the powers of this Act; and

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

Interpretation.

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

"The existing limits of supply" means the limits of the Company for the supply of gas under the Act of 1857;

"The added limits of supply" means the area comprising the parishes and part of parish added by this Act to the existing limits of supply;

"The limits of supply" means the limits for the time being for the supply of gas by the Company;

"The directors" means the directors of the Company;

"The date of conversion" means such day between the date of the passing of this Act and the expiration of twelve months after the termination of the present war as may be sanctioned by the Treasury for the conversion of capital provided for by this Act or if no such sanction be given the first day of January or the first day of July next after the expiration of such twelve months;

"The borough" means the borough of Sunderland;

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

GASWORKS AND LANDS. A.D. 19

Confirmation construction maintena of gaswo &c.

4.—(1) The acquisition by the Company of the lands described in Part I. of the First Schedule to this Act and the construction by the Company of gasworks on the lands firstly described in such Part I. is hereby sanctioned and confirmed and the said gasworks shall be deemed to have been lawfully constructed and subject to the provisions of this Act the Company may upon the said lands described in the said Part I. of the said schedule or any part thereof and on the lands described in Part II. and Part III. of the said schedule or any part thereof when such last-mentioned lands or such part thereof shall have been acquired by the Company erect maintain alter improve and renew gasworks with all necessary machinery and apparatus and do all such acts as may be proper for making and storing and for supplying gas.

(2) The Company may also upon the said lands described in Part. I. of the said schedule and on the lands described in Part II. and Part III. of the said schedule or any part thereof respectively when the same or such part thereof shall have been acquired by the Company—

(A) Work up and convert the residual products arising directly or indirectly from the manufacture of gas by them;

(B) 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;

(c) Purchase from other gas undertakers and elsewhere and use the materials required to work up and convert the residual products so arising from the Company's 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.

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Power to acquire lands.

5. The Company may enter upon take and use compulsorily or by agreement and may hold for the purposes of their undertaking the lands shown on the deposited plans and described in Part II. of the First Schedule to this Act Provided that the Company shall not under the powers of this Act compulsorily acquire any property of the North Eastern Railway Company.

For protection of Hendon Paper Works Company Limited and British Petroleum Company Limited.

6.—(1) In the event of the Company acquiring any part of the lands numbered on the deposited plans 137 and 139 in the parish of Sunderland on which any line or lines of rails or sidings may be laid leading therefrom to the North Eastern Railway the Company shall not do any act which may interfere with any existing right of the Hendon Paper Works Company Limited and the British Petroleum Company Limited or any other company body or person having rights of access to the railway of the North Eastern Railway Company by means of the said line or lines of rails or sidings or the right of the said railway company or of any other company body or person to maintain and use the same.

(2) The Company shall not make use of the said line or lines of rails or sidings for the purpose of obtaining access to the said railway except upon such conditions as may be agreed in writing between the Company and the North Eastern Railway Company.

As to private rights of way over lands taken compulsorily.

7. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lánds Clauses Acts with reference to the taking of lands otherwise than by agreement.

Period for compulsory purchase of lands.

8. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of a period of three years from the date when the Treasury shall give their consent to the raising of the money requisite for the purchase thereof or a period of four years from the termination of the present war whichever period shall expire the earlier.

Correction of errors in deposited plans and book of reference.

9. If there be any omission mis-statement 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 acting for the county of Durham for the correction thereof and if it appear to the justices that the omission mis-statement 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 mis-stated or wrongly described and such certificate shall be deposited with the clerk of the peace for the county of Durham and a duplicate thereof shall also be deposited with the town clerk of the county borough of Sunderland and such certificate and duplicate respectively shall be kept by such clerk of the peace and town clerk 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 in accordance with such certificate.

Power to persons under disability to grant easements &c.

10. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to stop up roadway.

11.—(1) The Company may close and stop up so much of the roadway shown upon the deposited plans in the parish of Sunderland and which leads from Commercial Road to the Sea Cliff as lies between Commercial Road aforesaid and the North Eastern Railway and as from such stopping up all public rights of way (if any) over such portion of the said roadway shall cease and be extinguished and the Company may appropriate and use for the purposes of their undertaking the site of the portion of the said roadway so stopped up but such portion of the said roadway shall not be stopped up unless the Company are owners in possession of all houses and lands on both sides thereof except so far as the owners lessees and occupiers of those houses and lands may otherwise agree Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue

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of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

(2) Nothing in this section shall derogate from the rights of the corporation under an agreement dated the thirteenth day of June one thousand eight hundred and eighty-three and made between the corporation and Ralph Milbanke Hudson.

Widening of public footpath.

12.—(1) So soon as the Company shall have acquired the piece of land thirdly described in the First Schedule to this Act being the piece of land first mentioned in Part II. of the said schedule the Company shall give up free of cost so much of such land as may be necessary to enable the public footpath leading from the Old Blue House Commercial Road to the western boundary of the property of the North Eastern Railway Company to be widened to twenty feet throughout the whole of that part of the said footpath which is adjacent to the said piece of land.

(2) The corporation shall at their own expense execute any works which may be necessary to carry out such widening including the removal and re-erection of the existing wall of the Company on the north side of the said public footpath which wall when so re-erected shall be the property of the Company.

(3) Any land added to the said footpath under the provisions of this section shall thereupon be deemed to form part of the same and shall be managed and maintained by the corporation accordingly.

Purchase of lands by agreement.

13.—(1) The Company may for the purposes of their undertaking purchase take and hold (by agreement but not otherwise) in addition to the lands which the Company are authorised to purchase take and hold under the Act of 1857 and this Act any lands and hereditaments not exceeding in the whole ten acres which the Company may from time to time require for the purposes of their works and undertaking but the Company shall not create or permit a nuisance on any such lands and no lands shall be used by the Company for the purpose of manufacturing gas or residual products except the lands which the Company are authorised to use for such purposes by the Sunderland Gas Acts 1857 and 1919.

(2) No lands in the borough except lands which the Company may for the time being be entitled to use for the purpose of manufacturing gas or residual products shall be used by the

Company for the purpose of storing gas or residual products without the consent of the corporation.

Dwelling-houses for employees offices &c.

14. The Company may purchase or take on lease houses and cottages for any of their employees and offices and showrooms for the purposes of their undertaking and may erect fit up maintain and let any such building upon any lands for the time being belonging or leased to the Company.

Power to sell and lease lands.

15. Subject to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands (so far as such provisions are applicable) the Company may sell exchange or let on lease for such period as they think fit or otherwise dispose of any lands or property for the time being belonging to them and which may not at the time be required for the purposes of their undertaking or any easements or rights in or under any lands for the time being belonging to them and may retain and hold sell or exchange and dispose of any interests in or reversion to any lands or property so let and any such sale disposal or lease may be for such consideration and subject to such reservations restrictions and provisions and generally upon such terms and conditions as the Company think fit.

EXTENSION OF LIMITS OF SUPPLY.

Extension of limits of supply.

16.—(1) From and after the passing of this Act the limits of the Company for the supply of gas shall include in addition to the existing limits of supply all those parts of the parish and county borough of Sunderland which are not within such existing limits and the following parishes and part of a parish all in the county of Durham (that is to say) the parishes of Fulwell Hylton Ford Ryhope and Tunstall in the rural district of Sunderland the parishes of Barmston and Washington in the rural district of Chester-le-Street the parishes of Offerton Silksworth and Warden Law in the rural district of Houghton-le-Spring the parish of Burdon in the rural district of Easington and so much of the parish of Whitburn in the rural district of South Shields as lies to the east and south of an imaginary line drawn along the southern side of Moor Lane from the point where that side of that lane crosses the boundary between the parishes of Whitburn and Boldon to a point in the said lane opposite the south end of the western boundary wall of West House thence along the said wall in a northerly direction for a distance of twenty-three decimal five chains or thereabouts thence in an easterly direction along the northern boundary wall of the said house for a distance of one decimal three chains or

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thereabouts thence in a northerly direction for a distance of thirteen decimal four chains or thereabouts thence due east for a distance of two decimal nine chains or thereabouts thence in a northerly direction for a distance of five decimal seven chains or thereabouts to a point in the footpath leading from Cleadon Lizards to Whitburn eighty decimal five chains or thereabouts measured in a westerly direction from Rackly Way Goit and forty-two chains or thereabouts measured in a northerly direction from the said south end of the said western boundary wall and thence due east to Rackly Way Goit and subject to the provisions of this Act the Company shall have and may exercise within the limits of supply as so extended all and the like powers and privileges and shall be subject to all and the like duties liabilities and obligations as they may have and are subject to within the existing limits of supply Provided always that if the Company shall not before the expiration of three years from the passing of this Act or from the termination of the present war whichever shall be the later be supplying gas to consumers within the portion of the parish of Whitburn which is added to the existing limits of supply by this section the said portion of the said parish shall cease to be within the limits of supply.

(2) The Company may continue to maintain and use any mains pipes or other works laid down or constructed by them before the commencement of this Act within the new limits as if the same had been laid down or constructed by them under the powers of this Act and the provisions of the Gasworks Clauses Act 1847 as amended by the Gasworks Clauses Act 1871 shall apply to the said mains pipes and works in all respects as if the same had been laid down or constructed under the authority of this Act.

Confirmation of agreement with South Hylton Gas Light and Coke Company Limited.

17. The agreement set forth in the Second Schedule to this Act dated the twenty-second day of March one thousand nine hundred and nineteen and made between the South Hylton Gas Light and Coke Company Limited of the one part and the Company of the other part is hereby confirmed and made binding upon the parties thereto and may be carried into effect accordingly.

Confirmation of agreement with Whitburn Gas Company Limited.

18. The agreement set forth in the Third Schedule to this Act dated the nineteenth day of March one thousand nine hundred and nineteen and made between the Whitburn Gas Company Limited of the one part and the Company of the

other part is hereby confirmed and made binding upon the parties thereto and may be carried into effect accordingly. A.D. 1919.

CONSOLIDATION OF CAPITAL.

Conversion and consolidation of capital.

19.—(1) As from the date of conversion the ninety thousand six hundred pounds original capital of the Company (including the eight thousand pounds part thereof bearing a five per centum preference dividend) and the sixty-two thousand five hundred pounds additional capital of the Company which has been issued shall be converted and consolidated into one class of stock (in this Act called "ordinary stock") entitled to a maximum dividend at the rate of six pounds per centum per annum according to the following scales (that is to say):—

For every five pounds of original capital eight pounds six shillings and eightpence of ordinary stock:

For every five pounds of additional capital seven pounds one shilling and eightpence of ordinary stock.

(2) As from the date of conversion there shall be by virtue of this Act created such nominal amount of ordinary stock as shall be necessary for the purpose of carrying into effect the conversion provided for by this Act and the amounts of ordinary stock to which the holders of existing capital of the Company shall by virtue of this Act respectively become entitled in substitution for such existing capital shall be vested in such holders as from the date of conversion and shall be forthwith registered in their respective names in the books of the Company subject to the provisions of this Act Such amounts of ordinary stock as aforesaid shall rank for dividend as from the thirtieth day of June or the thirty-first day of December as the case may be next preceding the date of conversion and as from the same day the existing capital of the Company shall cease to bear any dividend.

Allocation of original capital.

20. All ordinary stock so created and vested under or by virtue of this Act shall be deemed to be fully paid up and no part thereof shall be entitled to any preference in dividend or otherwise over any other part thereof and all such stock shall be held in the same rights on the same trusts and subject and liable to the same powers provisions declarations agreements charges liens incumbrances and liabilities as immediately before the date of conversion affected the existing capital of the

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Company in respect of which the stock so created is so vested and shall be dealt with applied and disposed of accordingly and so as to give effect to and not revoke any agreement deed or other instrument or any testamentary disposition disposing of or affecting any such existing capital and every such agreement deed or other instrument or testamentary disposition shall take effect with reference to the whole or a proportionate part as the case may be of the stock created under or by virtue of this Act and substituted therefor and trustees executors or administrators and all other holders in any representative or fiduciary capacity of any existing capital of the Company are hereby expressly authorised and required to accept any ordinary stock allotted to and vested in them pursuant to the provisions of this Act and any sum paid to them in cash under the provisions of this Act and to hold dispose of or otherwise deal with the same as they might have held disposed of or otherwise dealt with the existing capital for which such stock created under or by virtue of this Act is substituted and are hereby indemnified in respect of all acts bonâ fide done by them in pursuance of the provisions of this Act.

Exchange of certificates.

21. The Company shall call in and cancel the certificates of the existing capital of the Company for which stock created under or by virtue of this Act is substituted as aforesaid and issue in lieu of such existing capital certificates for the stock to which the holders of such existing capital are by this Act respectively entitled but no holder of any such existing capital shall be entitled to any such certificate of proprietorship under this Act until he shall have delivered up to the Company to be cancelled the certificate of proprietorship of such existing capital or shall have proved to the reasonable satisfaction of the directors the loss or destruction thereof but if any holder of any such existing capital of the Company neglect or omit to send or deliver to the Company his certificate or certificates thereof for the period of one year after notice in writing sent by post to the address of such holder appearing in the stockholders' address book of the Company the Company may retain any dividend declared or made payable upon or in respect of the stock substituted under the provisions of this Act for the existing capital so held by him until such certificate or certificates is or are sent or delivered to the Company or is or are proved to the reasonable satisfaction of the Company to have been lost or destroyed and an indemnity is given against any

claim in respect of such lost or destroyed certificate or certificates to the satisfaction of the directors.

As to fractional parts of stock.

22. In every case where under the foregoing provisions of this Act a holder of existing capital of the Company would be entitled to be registered as the holder of any fractional part of one pound of ordinary stock the Company in lieu of registering such holder and issuing to him a certificate as holder of any fractional part of one pound of such stock shall pay to such holder in cash the value of such fractional part and shall register such holder and issue to him a certificate of the amount of ordinary stock to which he shall be entitled as aforesaid excluding such fractional part and the receipt of such holder for the sum so paid in cash as aforesaid shall be a sufficient discharge to the Company in respect of such fractional part The Company may either cancel all or any stock in respect of which cash is so paid or issue the same to any willing purchaser thereof in amounts of not less than one pound and any loss or expense which may be incurred in connexion with such re-issue shall be borne by the Company.

Additional Capital and Borrowing Powers &c.

Repeal of unexercised capital powers.

23. The powers of the Company to raise so much of the capital authorised by the Act of 1857 as is unissued and amounts to thirty-seven thousand five hundred pounds are hereby repealed.

Additional capital.

24. The Company may raise additional capital not exceeding in the whole one hundred and twenty thousand four hundred and fifty-eight pounds by the creation and issue of ordinary stock No stock shall vest in the person accepting the same until the full price of such 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 section 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 twenty thousand four hundred and fifty-eight pounds.

Additional capital to be part of general capital.

25. The additional capital created by the Company under the last preceding section of this Act shall form part of the general capital of the Company and save as is otherwise by this Act provided the holders thereof respectively in proportion

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to the amount of their stock shall be entitled and subject to the like rights of voting and any other rights qualifications privileges provisions and liabilities as other holders of ordinary stock.

Additional capital to be sold by auction or tender.

26.—(1) All ordinary stock created under the powers of the section of this Act of which the marginal note is "Additional capital" shall be issued in accordance with the provisions of this section.

(2) All 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 town clerk of Sunderland and to the clerk to the district council of every district wholly or partly within the limits of supply 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 day of auction or last day for the receipt of tenders as the case may be:

(C) No lot offered for sale shall comprise 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 stock which has been so offered for sale and is not sold may be offered at the reserve price to the holders of ordinary stock of the Company in accordance with the provisions of sections 18 19 and 20 of the Companies Clauses Act 1863 and to the employees of the Company and to the consumers of gas supplied by the Company in such proportions as the Company may think fit or to one or more of these classes of persons only Provided in the case of an offer to holders of stock that if the aggregate amount of stock applied for shall exceed the aggregate amount so offered as aforesaid the same shall be allotted to and distributed amongst the applicants as nearly as may be in proportion to the amounts applied for by them respectively.

(4) Any stock which has been offered for sale in accordance with subsection (2) or with subsections (2) and (3) of this section and is 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 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 the stock sold the total amount obtained as premium (if any) and the highest and lowest prices obtained for the stock.

Application of profits in excess of authorised dividend.

27. 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 at the authorised rate on the ordinary stock of the Company the excess shall be carried to the credit of the divisible profits of such undertaking for the next following year:

Provided that the sum standing to the credit of such divisible profits shall not at any time exceed the amount required to pay one year's dividend at the authorised rate.

Power to borrow.

28. 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 which at the time of borrowing has been issued or raised under the powers of the Act of 1857 or this Act But no sum shall be borrowed in respect of any

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capital so raised 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 such capital at the time issued together with the premiums (if any) realised on the sale thereof has been fully paid up.

Debenture stock.

29. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under this 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 subject as is mentioned in the section of this Act whereof the marginal note is "Priority of mortgages and debenture stock over other debts" 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.

Priority of mortgages and debenture stock over other debts.

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

Arrears may be enforced by appointment of a receiver.

31. 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 seven thousand five hundred pounds in the whole.

Receipt in case of persons not sui juris.

32. If any money is payable to a stockholder 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.

Application of money.

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

Issue of redeemable debenture stock.

34.—(1) The Company may create and issue all or any of the debenture stock which they are authorised to create and issue under the powers of this Act 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 stock or any part thereof at any time before the fixed date of redemption; and

(B) Redeem the stock or any part thereof either by paying off the stock or by issuing to any stockholder subject to his consent other stock in substitution therefor and for the purpose of providing money for paying off the stock or of providing substituted stock create and issue new stock (either redeemable or irredeemable) or reissue stock originally created and issued under this section Provided that such creation and reissue does not make the total nominal amount of debenture stock exceed the amount which the Company is for the time being authorised to create.

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

Company not to convert borrowed money into capital.

35. The Company shall not exercise in respect of any moneys borrowed by them the powers of the Companies Clauses Consolidation Act 1845 with respect to the conversion of borrowed money into capital.

Minimum amounts of holdings of stock.

36.—(1) Any ordinary stock or debenture stock of the Company may be issued and be held in amounts of one pound or of any multiple of one pound and not otherwise but the

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Company shall not be under any obligation to register a transfer of any such stock which would reduce the holding of stock of either class of the transferor below or make the holding of stock of either class of the transferee less than five pounds.

(2) Notice of this enactment so far as applicable shall be stated in all certificates of ordinary stock or debenture stock of the Company as the case may be.

Limitation on reserve fund.

37 The amount of the reserve fund of the Company shall at no time exceed an amount equal to one tenth of the actual amount of the capital which has for the time being been raised by the Company otherwise than by borrowing or the issue of debentures or debenture stock and in arriving at the amount of such capital no regard shall be had to any nominal increase of capital arising by reason of the conversion of capital provided for by this Act.

BENEFIT FUND &C.

Benefit fund.

38.—(1) The directors may if they think fit in respect of any year appropriate out of the revenue of the Company as part of the expenditure on revenue account any sum not exceeding one halfpenny per one thousand cubic feet of gas supplied by the Company during such year to a fund to be called "the benefit fund":

Provided that the amount of the sums so appropriated and for the time being standing to the credit of the benefit fund shall not at any time exceed the amount which the directors would have been entitled to appropriate to the benefit fund out of the revenue of the Company at the rate aforesaid during the then preceding five years.

(2) The directors may out of the benefit fund grant a gratuity of any sum or make pension or other allowances payments or benefits to any of the weekly servants of the Company who may be disabled or injured in or may be retired from or become incapacitated through age permanent injury or other infirmity from continuing in the service of the Company or to the widow or family or dependents of any such servant and on such terms and conditions as to contributions by such servants or otherwise as the directors may think fit Provided that it shall not be obligatory on any present or future servant of the Company to become a party to any arrangement made under this Act for securing to him or his widow family or dependents any gratuity pension or other allowance payment or benefit.

(3) The benefit fund shall be applicable for the purposes of this section and for no other purpose whatsoever and no such gratuity pension allowance payment or benefit as is mentioned in this section (other than sick pay) shall be granted or paid to any such servant widow family or dependent otherwise than out of the benefit fund.

(4) The directors may enter into and carry into effect agreements with any insurance company or other association or company for securing to any such servant or the widow family or any dependent of any such servant gratuities pension or other allowances payments or benefits as aforesaid and may make payments out of the benefit fund for the purpose of any such agreement.

(5) The moneys forming the benefit fund or any portion thereof shall be invested in securities in which trustees are by law authorised to invest or in such other manner as may be authorised by resolution of a general meeting of the Company.

(6) Every gratuity pension or other allowance payment or benefit secured made or granted under this Act shall be payable to or in trust for the servant person widow or dependent to whom the same shall be granted and shall not be assignable or chargeable with the debts or other liabilities of such servant person widow or dependent as the case may be.

(7) If the Company shall under the powers of this Act make any scheme involving contributions by their servants such scheme shall not come into operation until such scheme shall have been registered as the rules of a society under the Friendly Societies Act 1896 and any amendment or variation of such scheme shall not be valid until so registered and the provisions of that Act (except the proviso to subsection (1) of section 8 and section 41) so far as they are applicable and are not inconsistent with the provisions of this Act shall apply (A) as if such scheme were the rules of a society to which the said Act of 1896 applies (B) as if the Company were the trustees of such society (C) as if the benefit fund were the funds of such society and (D) as if persons contributing to and participating in the benefit of such fund were the members of such society.

Power to directors to make donations sub-

39. The directors may subscribe or make donations to infirmaries or hospitals which are within the limits of supply and to convalescent homes and similar institutions and to any

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scriptions &c.

industrial exhibitions and to the benevolent and sick funds of the employees of the Company and may for any of those purposes apply the funds and revenues of the Company.

Power to grant pensions &c.

40. The directors may in addition to forming a benefit fund under the section of this Act of which the marginal note is "Benefit fund" grant pensions and retiring or superannuation allowances to officers and servants (other than weekly servants) of the Company and for that purpose may apply the funds and revenues of the Company Provided that the total amount of the payments made by the directors in any year under the provisions of this section shall not exceed an amount equal to one halfpenny per thousand cubic feet of gas supplied by the Company during such year.

PROVISIONS AS TO SUPPLY OF GAS.

Prices in added limits of supply.

41. The Company may charge for gas supplied by them within any part of the added limits of supply to consumers who shall burn the same by ordinary meter such price as the Company think fit not exceeding by more than one shilling per one thousand cubic feet of gas the price for the time being charged by the Company to consumers under like circumstances within the existing limits of supply:

Provided that the price charged by the Company for gas supplied to consumers outside the borough and in any parish (except the parishes of Fulwell Ryhope Tunstall and Silksworth) added by this Act to the limits of the Company for the supply of gas shall for a period of seven years from the passing of this Act be at all times more by at least sixpence per one thousand cubic feet of gas than the price for the time being charged by the Company for gas supplied by meter under like circumstances to consumers within the borough.

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

42. The Company may enter into and from time to time renew and may carry into effect contracts and agreements with any local authority company body or person supplying or authorised to supply gas within any area or limits of supply adjoining or near to the limits of supply for the time being of the Company and with any company body or person producing gas in connexion with the carrying on of any works trade or business by such company body or person whether within or outside the limits of supply for the time being of the Company with reference to the purchase and taking by the Company of a supply of gas from any such local authority company body

or person as aforesaid Subject to the provisions of this Act the Company may within the limits of supply and (with the consent of the road authority for any road which may be affected) outside those limits lay mains and pipes for the purposes of this section and open and break up roads for that purpose :

Provided that no contract or agreement entered into under the powers of this section shall continue operative for any longer period than fifteen years from the making thereof.

Prepayment meters.

43.—(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 a 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.

(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.

Pipes &c. between mains and meters.

44. 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

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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 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 refuses 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.

Power to lay pipes in private streets.

45. 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 the Act of 1857 and this Act:

Provided that nothing in this section contained shall apply to any street or road belonging to the North Eastern Railway Company except with the consent in writing of that company which consent shall not be unreasonably withheld nor shall the Company in carrying out any works authorised by this section unreasonably obstruct or interfere with the convenient access to any such street or road.

Power to lay pipes for ancillary purposes.

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

Provided always that no such mains pipes or culverts shall be laid within the borough beyond a radius of two thousand yards from any gasworks of the Company without the consent of the corporation except pipes mains and culverts connecting any such gasworks.

As to private streets.

47. For the purposes of the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes the corporation shall in addition to any other persons be deemed to be persons having the control or management of any street within the borough whether

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repairable by the inhabitants at large or dedicated to the public use or not.

Amending obligations as to supply of gas.

48. Notwithstanding anything contained in any enactment to the contrary the Company shall not be obliged to give from any main a supply of gas for any purpose other than lighting or domestic use in any case where the capacity of such main is insufficient for such purpose or if and so long as any such supply would in the opinion of the Company interfere with the sufficiency of the gas required to be supplied by means of such main for lighting purposes.

As to mode of cutting off supplies.

49.—(1) In any case in which the Company are by virtue of any enactment relating to their 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.

Expenses of re-connecting discontinued supply.

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

As to premises using electricity or other gas.

51. Where any person has for the purposes of a stand-by only a supply of gas laid on by the Company to any premises

used for trade or business purposes 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 the Company 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.

Supply of gas fittings.

52.—(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 for lighting motive 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 by the Company 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 court or proceedings in bankruptcy against the person in whose possession the same may be Provided that such fittings are marked or impressed with a sufficient mark or brand indicating the Company as the actual owners thereof.

Fittings on hire to remain property of Company.

53. All engines fittings apparatus and appliances (in this section referred to as "fittings") let by the Company on hire or under hire purchase agreements under any statutory powers shall notwithstanding that they be fixed or fastened to any part of any premises in which they may be situate or to the soil under any such premises at all times continue to be the property of and removable by the Company Provided that such fittings are marked or impressed with a sufficient mark or brand indicating the Company as the actual owners thereof Provided also that nothing in this section shall affect the amount of the assessment for rating of any premises upon which any such fittings are or shall be fixed.

Removal of fittings where gas

54. The power to enter premises and to remove pipes meters and fittings or apparatus conferred upon the Company

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supply discontinued.

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.

Anti-fluctuators.

55. Every consumer of gas supplied by the Company who uses a gas engine or any other apparatus or machinery in which gas is used 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 using or keeping in proper repair such anti-fluctuator and valve 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 anti-fluctuator and valve used by any such consumer at all reasonable times such taking off removing 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 the consumer.

Consumer to give notice before removing.

56. 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 shall first occur Notice of the effect of this enactment shall be endorsed upon every demand note for gas charges payable to the Company.

Notice to discontinue supply of gas.

57. 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 or be given by the consumer personally at the office of the Company.

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Refusal of supply to persons in debt for other premises.

58. 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 the Company may refuse to furnish to him a supply of gas until he pays the same.

Period of error in defective meter.

59. 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.

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

60. If any person is required by the Company to give them security in respect of any supply of gas or for the payment of the price or rent of a meter or fittings and such security is made by any 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.

Supply in bulk.

61. The Company may contract with any local authority company or persons authorised to supply gas under parliamentary powers in any district adjacent to the limits of supply for the supply to them respectively of gas (including power 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 other pipes or to interfere with any street beyond the limits of supply.

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

62. 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.

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AS TO DIRECTORS AUDITORS VOTING RIGHTS INTERIM DIVIDENDS MEETINGS CLOSING OF REGISTERS &c.

Notice of candidature for office of director or of opposition to re-election of director.

63. 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 principal 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 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.

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

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

Qualification of directors.

65. As from the date of conversion the qualification of a director of the Company shall be the possession in his own right of ordinary stock of the Company of the nominal value of not less than five hundred pounds.

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66. 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 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.

As to appointment proxies

67. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 the attorney of any stockholder duly authorised in writing may appoint a proxy to vote for and on behalf of the stockholder and for that purpose may execute on behalf of the stockholder 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.

Joint holders.

68. Notwithstanding anything contained in the Companies Clauses Consolidation Act 1845 where several persons are jointly entitled to and registered as holders of any stock any one of those persons may vote at any meeting either personally or by proxy in respect of the 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 in the register in respect of the stock shall alone be entitled to vote in respect thereof Several executors or administrators of a deceased member in whose name any stock stands shall for the purposes of this section be deemed joint holders thereof.

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Annual meeting and interim dividend.

69.—(1) The ordinary general meeting of the Company shall be held in each year within four months of the end of the financial year of the Company or at such other time as the directors may appoint.

(2) The directors may in any year declare and pay an interim half-yearly dividend 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.

Closing of transfer books previous to declaring interim dividend.

70. 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.

Quorum for Company's meetings.

71. The quorum for every meeting of the Company (whether ordinary or extraordinary) held after the date of conversion shall be not less than seven stockholders personally present and holding or representing by proxy not less than two thousand pounds of ordinary stock of the Company for the time being issued and entitling the holders to vote in respect thereof.

Votes of stock-holders.

72. At all general meetings of the Company held after the date of conversion every holder of ordinary stock shall have one vote in respect of every five pounds of such stock but nothing in this section shall alter any rights as existing under the Act of 1857 of voting at any general meeting of the Company held before the date of conversion.

Directors may determine remuneration of secretary &c.

73. In addition to the powers which the directors may exercise under the Companies Clauses Acts 1845 to 1889 they may appoint the secretary and determine the remuneration of the secretary and auditors of the Company.

Auditors.

74. The prescribed number of auditors shall be one but the number may be increased to two by a resolution 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 stock of the Company but nothing in this section shall prevent any person who at the date of the passing of this Act is an auditor of the Company continuing to act as such auditor. A.D. 1919.

MISCELLANEOUS.

For protection of North Eastern Railway Company.

75. The following provisions for the protection of the North Eastern Railway Company (hereinafter in this section called "the railway company") shall unless otherwise agreed in writing between the Company and the railway company apply and have effect with respect to all mains and pipes to be laid under the powers of this Act:—

(1) All mains and pipes to be laid by the Company under the powers of this Act over or under any bridge of the railway company shall be carried over or under the same in such a way as not to interfere with the structure of any such bridge unless the railway company shall consent to the attachment of such mains or pipes to the outside of such structure Provided that in all cases where the depth of the roadway on any such bridge is insufficient for the laying of such mains or pipes therein they may be laid under the railway in such position and manner as may be agreed between the railway company and the Company or as failing such agreement shall be determined by arbitration as hereinafter provided and all mains and pipes to be laid by the Company under the powers of this Act under any railway of the railway company shall be laid so as to cause as little interference as may be with such railway and so as to cause no avoidable interruption to the passage or conduct of the traffic thereon:

(2) In laying and maintaining any mains pipes or other works under the powers of this Act over upon or across or under any work or property of the railway company the Company shall with all reasonable despatch execute their works under the direction and superintendence and to the reasonable satisfaction of the engineer of the railway company and except in cases of emergency in accordance with plans drawings and specifications previously submitted to and reasonably approved by him and

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shall pay and make good to the railway company all loss damages and expenses which the railway company shall sustain or be put to by or in consequence of the laying maintenance or use of the said mains pipes and other works or by or in consequence of any accident to any main or pipe of the Company not due to the act or default of the railway company Provided that if for a period of twenty-one days after the delivery thereof the engineer of the railway company neglects or refuses to approve or signify his disapproval of the said plans drawings and specifications he shall be deemed to have approved the same and if any difference shall arise with respect to such plans drawings and specifications it shall be determined as hereinafter provided Provided also that if the said engineer fails to give such direction or to superintend the works as aforesaid the Company may proceed without such direction or superintendence:

(3) If at any time it is found necessary in order to enable the railway company to carry out under any powers vested in them at the date of the passing of this Act any alterations or extensions of their railway or works that the position of any mains pipes or other works of the Company laid under the powers of this Act shall be altered the Company shall on receiving twenty-one days' notice in writing from the railway company so to do at their own cost with all reasonable despatch alter the position of the same so far as may be reasonably necessary to enable the railway company to carry out such alterations or extensions and the provisions of subsection (4) of this section shall apply to the said mains pipes or other works in their altered position:

(4) If within twenty-one days after the receipt of any such plans drawings and specifications as aforesaid the railway company give to the Company notice in writing that they themselves desire to construct so much of the works shown thereon or referred to therein as will affect any railway or work belonging to them other than the actual laying down connecting and altering of the mains pipes and works (which

shall be done by the Company under the supervision and reasonable direction of the railway company if given) the railway company may themselves execute such portion of the said works and recover the reasonable cost thereof from the Company Provided that the railway company shall not in any way interfere with any works of the Company until they shall have made all such arrangements as the Company may reasonably require for preventing any loss or any interruption in the supply of gas:

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

For protection of corporation.

76. Notwithstanding anything contained in this Act and the Act of 1857 the following provisions for the protection of the corporation shall (unless otherwise agreed in writing between the corporation and the Company under their respective common seals) apply and have effect (that is to say):—

(1) In this section—

The expression "road" means any road for the time being vested in or repairable by the corporation;

The expression "bridge" means any bridge which is for the time being vested in or repairable by the corporation and includes the road over such bridge and the approaches thereto;

The expression "the borough surveyor" means the surveyor for the time being of the borough;

The expression "apparatus" includes mains pipes and apparatus but does not include service pipes:

(2) All apparatus to be laid in or along any road or the roadway of any bridge shall be laid in such position in or at the side thereof or in the roadside waste as the corporation shall by writing under the hand of the borough surveyor reasonably direct and in the case of any apparatus which it is reasonably necessary to lay otherwise than in the roadway over any bridge the same shall be carried on the structure thereof in such manner as the corporation may in like manner reasonably direct:

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(3) The notice required to be given under section 8 of the Gasworks Clauses Act 1847 shall be not less than seven days instead of three days:

(4) The plan required by section 9 of the last-mentioned Act shall clearly define the position in the roadway or at the side thereof or in or upon the structure of any bridge in which the apparatus of the Company is proposed to be constructed or laid and shall be accompanied by a section showing the depth below the surface of the proposed works and shall be delivered to the corporation or the borough surveyor by the Company not less than fourteen days before the Company commence to open or break up any road or interfere with any bridge for the purpose of executing the said works:

(5) If the corporation shall within fourteen days after the receipt by them of any notice by the Company of their intention to execute any works affecting any road or bridge give written notice to the Company of such their desire the Company shall under the supervision (if given) and to the reasonable satisfaction of the borough surveyor fill in any trench or excavation made by them in connexion with such work to the height of eight inches above the top of the apparatus and the corporation shall fill in the remainder of the trench or excavation and reinstate and make good the surface of the portion of the roadway broken up by the Company and upon the completion of such filling in reinstatement and making good by the corporation the Company shall repay to the corporation the expense reasonably incurred by them in such filling in reinstatement and making good with material of the same substance and character and so far as reasonably practicable with the same material as that with which such portion was made made up immediately before the roadway was so broken up;

If any subsidence of the surface of the roadway as filled in and reinstated which shall be caused by any act or default of the Company shall arise within twelve months of any such filling in and reinstatement the Company shall repay to the corporation

the cost reasonably incurred by the corporation in making good the same:

(6) In any case in which the reinstatement of the surface of the road shall have been carried out by the Company they shall be liable for the maintenance of the roadway over the trench in which any apparatus is laid for a period of twelve months from the date of completion of such reinstatement and if in any such case any sinking or subsidence of the surface of the road shall occur by reason of any act or default of the Company during such period the Company shall at their own expense make good the same to the reasonable satisfaction of the borough surveyor and if they fail to do so when required by the borough surveyor he may on giving the Company twenty-four hours' written notice cause any necessary work to be done and all expenses reasonably and properly incurred in connexion with such work shall be paid by the Company to the corporation:

(7) The surplus paving metalling or materials removed during the laying of any mains pipes or other works to be laid as aforesaid shall not be placed on the metalled portion of the road without the written consent of the borough surveyor and subject to such conditions and directions as he may reasonably require or give:

(8) All surplus paving metalling or materials removed during the laying of any apparatus by the Company in or along any road or in upon or across any bridge and not required by the Company for the purpose of reinstating making good and maintaining the road or bridge may be used by the corporation for the maintenance and repair of any road and the Company shall on receiving notice from the borough surveyor forthwith remove the same to such place or places not more than one mile from the place of excavation as the borough surveyor may direct and if the Company fail to do so the borough surveyor may remove the same but the corporation shall repay to the Company any expenses which the Company may reasonably incur in complying with any directions of the borough surveyor under this subsection:

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(9) Except so far as is provided by subsection (2) of this section the Company shall not interfere with the structural part of any bridge without the consent in writing of the corporation or the borough surveyor which consent may be given upon such conditions as the corporation may reasonably determine:

(10) (A) The corporation may alter the level of or deviate or improve in any manner they think fit any road or remove alter rebuild widen or repair any bridge in along under over or attached to which any apparatus of the Company is carried in the same manner as they might have altered deviated or improved such road or removed altered rebuilt widened or repaired such bridge in the absence of such apparatus;

(B) In the event of any road or bridge in along under over or attached to which any such apparatus is laid being altered deviated improved removed rebuilt widened or repaired as aforesaid the Company shall at their own expense with all convenient speed on receiving fourteen days' notice in writing from the corporation (except in case of emergency) so to do alter the position of such apparatus in such manner and to such extent as such notice may reasonably prescribe and to the reasonable satisfaction of the borough surveyor;

(c) The corporation shall at the expense of the Company afford all reasonable facilities to the Company for such alteration and also (during the alteration deviation improvement rebuilding widening or reparation of such road or bridge) for temporarily carrying or supporting such apparatus along the road or across any stream or river so as not to interrupt the continuous supply of gas or to diminish the pressure of such supply through such apparatus:

(11) All works of the Company so far as they affect any road or bridge shall be so executed by the Company as not to stop the traffic and so far as reasonably practicable as not in any way to impede or interfere with the traffic on such road or over such bridge:

(12) The corporation shall not except in case of their negligence be liable for or in respect of any damage

or injury to any mains pipes connexions meter boxes or other property of the Company in or upon the metalled portion of any road or any bridge arising from the ordinary use by the corporation of a steam or other roller or traction engine not exceeding twenty tons in weight:

(13) The Company shall make compensation to the corporation for all damage or injury loss or expenses whatsoever which the corporation may sustain by reason or in consequence of the failure of any apparatus in any road or bridge as aforesaid:

(14) All the rights or obligations conferred or imposed by this section shall be in addition to and not in substitution for any rights or obligations conferred or imposed by such of the provisions of the Gasworks Clauses Act 1847 with respect to breaking up streets as are incorporated in this Act save so far as such provisions are varied by this section:

(15) If any difference arises between the corporation or the borough surveyor and the Company under this section such difference shall be referred to and settled by an arbitrator to be agreed upon between the corporation and the Company or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the Arbitration Act 1889 shall apply to any such reference:

(16) Nothing in this section shall derogate from any statutory rights of the Company to lay and maintain pipes across the bridge called Wearmouth Bridge or any rights granted by the corporation to the Company in respect of the Queen Alexandra Bridge.

For protection of Durham County Council.

77. Notwithstanding anything contained in this Act and the Act of 1857 the following provisions for the protection of the county council shall (unless otherwise agreed in writing between the county council and the Company under their respective common seals) apply and have effect (that is to say):—

(1) In this section—

The expression "the county council" means the county council for the administrative county of Durham;

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The expression "road" means any road for the time being vested in or repairable by the county council and situate within any part of the Company's limits for the supply of gas;

The expression "bridge" means any county or main road bridge which is situate within the said limits and includes the road over such bridge and the approaches thereto;

The expression "the county surveyor" means the surveyor for the time being of the said county;

The expression "apparatus" includes mains pipes and apparatus but does not include service pipes:

(2) All apparatus to be laid in or along any road or the roadway of any bridge shall be laid in such position in or at the side thereof or in the roadside waste as the county council shall by writing under the hand of the county surveyor reasonably direct and in the case of any apparatus which it is reasonably necessary to lay otherwise than in the roadway over any bridge the same shall be carried on the structure thereof in such manner as the county council may in like manner reasonably direct:

(3) The notice required to be given under section 8 of the Gasworks Clauses Act 1847 shall be not less than seven days instead of three days:

(4) The plan required by section 9 of the last-mentioned Act shall clearly define the position in the roadway or at the side thereof or in or upon the structure of any bridge in which the apparatus of the Company is proposed to be constructed or laid and shall be accompanied by a section showing the depth below the surface of the proposed works and shall be delivered to the county council or the county surveyor by the Company not less than fourteen days before the Company commence to open or break up any road or interfere with any bridge for the purpose of executing the said works:

(5) If the county council shall within fourteen days after the receipt by them of any notice by the Company of their intention to execute any works affecting any road or bridge give written notice to the Company of such their desire the Company shall under the

supervision and to the reasonable satisfaction of the county surveyor fill in any trench or excavation made by them in connexion with such work to the height of eight inches above the top of the apparatus and the county council shall fill in the remainder of the trench or excavation and reinstate and make good the surface of the portion of the roadway broken up by the Company and upon the completion of such filling in reinstatement and making good by the county council the Company shall repay to the county council the expense reasonably incurred by them in such filling in reinstatement and making good with material of the same substance and character and so far as reasonably practicable with the same material as that with which such portion was made up immediately before the roadway was so broken up;

If any subsidence of the surface of the roadway as filled in and reinstated which shall be caused by any act or default of the Company shall arise within twelve months of any such filling in and reinstatement the Company shall repay to the county council the cost reasonably incurred by the county council in making good the same:

(6) In any case in which the reinstatement of the surface of the road shall have been carried out by the Company they shall be liable for the maintenance of the roadway over the trench in which any apparatus is laid for a period of twelve months from the date of completion of such reinstatement and if in any such case any sinking or subsidence of the surface of the road shall occur by means of any act or default of the Company during such period the Company shall at their own expense make good the same to the reasonable satisfaction of the county surveyor and if they fail to do so when required by the county surveyor he may on giving the Company twenty-four hours' written notice cause any necessary work to be done and all expenses reasonably and properly incurred in connexion with such work shall be paid by the Company to the county council:

(7) The surplus paving metalling or materials removed during the laying of any mains pipes or other works

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to be laid as aforesaid shall not be placed on the metalled portion of the road without the written consent of the county surveyor and subject to such conditions and directions as he may reasonably require or give:

(8) All surplus paving metalling or materials removed during the laying of any apparatus by the Company in or along any main road or in upon or across any bridge and not required by the Company for the purpose of reinstating making good and maintaining the road or bridge may be used by the county council for the maintenance and repair of any road and the Company shall on receiving notice from the county surveyor forthwith remove the same to such place or places not more than one mile from the place of excavation as the county surveyor may direct and if the Company fail to do so the county surveyor may remove the same but the county council shall repay to the Company any expenses which the Company may reasonably incur in complying with any directions of the county surveyor under this subsection:

(9) Except so far as is provided by subsection (2) of this section the Company shall not interfere with the structural part of any bridge without the consent in writing of the county council or the county surveyor which consent may be given upon such conditions as the county council may reasonably determine:

(10) (A) The county council may alter the level of or deviate or improve in any manner they think fit any road or remove alter rebuild widen or repair any bridge in along under over or attached to which any apparatus of the Company is carried in the same manner as they might have altered deviated or improved such road or removed altered rebuilt widened or repaired such bridge in the absence of such apparatus;

(B) In the event of any road or bridge in along under over or attached to which any such apparatus is laid being altered deviated improved removed rebuilt widened or repaired as aforesaid the Company shall at their own expense with all convenient speed on receiving fourteen days' notice in writing from the

county council (except in case of emergency) so to do alter the position of such apparatus in such manner and to such extent as such notice may reasonably prescribe and to the reasonable satisfaction of the county surveyor;

(c) The county council shall at the expense of the Company afford all reasonable facilities to the Company for such alterations and also (during the alteration deviation improvement rebuilding widening or reparation of such road or bridge) for temporarily carrying or supporting such apparatus along the road or across any stream or river so as not to interrupt the continuous supply of gas or to diminish the pressure of such supply through such apparatus:

(11) All works of the Company so far as they affect any road or bridge shall be so executed by the Company as not to stop the traffic and so far as reasonably practicable as not in any way to impede or interfere with the traffic on such road or over such bridge:

(12) The county council shall not except in case of their negligence be liable for or in respect of any damage or injury to any mains pipes connexions meter boxes or other property of the Company in or upon the metalled portion of any road or any bridge arising from the ordinary use by the county council of a steam or other roller or traction engine not exceeding twenty tons in weight:

(13) The Company shall make compensation to the county council for all damage or injury loss or expenses whatsoever which the county council may sustain by reason or in consequence of the failure of any apparatus in any road or bridge as aforesaid:

(14) All the rights or obligations conferred or imposed by this section shall be in addition to and not in substitution for any rights or obligations conferred or imposed by such of the provisions of the Gasworks Clauses Act 1847 with respect to breaking up streets as are incorporated in this Act save so far as such provisions are varied by this section:

(15) If any difference arises between the county council or the county surveyor and the Company under this

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

Recovery of demands.

78. Proceedings for the recovery of any demand made under the authority of this Act or any other Act relating to the Company 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.

79. Save as is otherwise by this Act expressly provided all offences against this Act or any other Act relating to the Company and all penalties forfeitures costs and expenses imposed or recoverable under this Act 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.

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

Power to apply funds.

81. The Company may from time to time apply for or towards all or any of the purposes of this Act and for or towards the general purposes of their undertaking to which capital is properly applicable any sums of money which they have already raised under and by virtue of the Act of 1857 or which may be in their possession or under their control and which are not required for the purposes to which they are by that Act made specially applicable.

Repeal.

82. The following sections of the Act of 1857 are hereby repealed (that is to say):—

Section 6 (Actions &c. not to abate);
Section 9 (Debts due to and by the Company to be paid to and by them);
Section 27 (Power to continue certain sums on mortgage);
Section 29 (Number and qualification of directors) so far as the same relates to qualification of directors);
Section 32 (First directors to remain in office until first general meeting after passing of this Act);
Section 33 (Ordinary meetings to be held yearly);
Section 34 (Quorum for meetings of shareholders);
Section 35 (Votes of shareholders);
Section 36 (Directors may declare dividends half-yearly);
Section 38 (Receipts on behalf of incapacitated persons);
Section 46 (Consumers of gas may be required to consume gas by meter);
Section 48 (Quality of Company's gas);
Section 50 (Power to council of the borough to test the purity of the gas—penalty in case of default);
Section 51 (Cost of experiment to be paid according to the event);
Section 53 (Company to afford a supply of gas for private lighting);
Section 56 (Penalty for damaging &c. meter):
Section 57 (Recovery of rent for gas and fittings under twenty pounds);
Section 58 (Costs of proceedings may be included in warrant of distress); and
Section 59 (Several names in one warrant &c.):

Provided always that such repeal of the said sections 29 34 and 35 of the Act of 1857 shall take effect as from the date of conversion.

Saving as to penalties.

83. No penalty shall be incurred by the Company 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 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.

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Saving for general Acts.

84. 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.

Provision as to purchase of undertaking by Corporation.

85.—(1) If the corporation shall introduce in the next session of Parliament available for the promotion thereof a Bill for an Act to empower them to purchase the undertaking of the Company and shall bonâ fide promote the same the Company shall not oppose such Bill except in so far as they may deem necessary in order to secure the insertion therein of provisions to protect their interests with respect to such purchase.

(2) If the corporation obtain an Act authorising such purchase they shall give notice of their intention to purchase within six months after the passing of such Act and thereupon the Company shall sell and transfer and the corporation shall purchase the undertaking of the Company freed from their then existing debentures or mortgages but subject to any other obligations or liabilities of the Company existing at the date of transfer.

(3) Such sale and purchase shall be for such price or consideration and on and subject to such terms and conditions as may be agreed upon between the Company and the corporation or as failing such agreement shall be determined by a single arbitrator in accordance with the provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement:

Provided that in settling the amount to be paid by the corporation to the Company the arbitrator shall not have regard to the fact that the Company have obtained this Act except the provisions sanctioning and confirming the acquisition by the Company of the lands described in Part I. of the First Schedule to this Act and the construction of gasworks on the lands firstly described in such Part I. and except the provisions extending the limits of supply so far as relates to the parishes of Fulwell Ryhope Tunstall and Silksworth and authorising the Company to continue to maintain and use any mains pipes or other works laid down or constructed by them before the commencement of this Act within the added limits of supply.

(4) The Company shall not without the previous consent in writing of the corporation either enter into any contract agreement or obligation except such as shall be in the ordinary

course of the maintenance of the works and the proper conduct of the undertaking or (save as hereinafter provided) raise any capital in pursuance of this Act before the thirtieth day of November one thousand nine hundred and nineteen nor thereafter if the corporation shall then have published notice of their intention to introduce such Bill as aforesaid into Parliament and shall subsequently introduce such Bill unless such Bill shall have been withdrawn or rejected Provided that the Company shall be at liberty to complete the purchases of all or any parts of the lands described in Part II. of the First Schedule to this Act and also to complete the purchases from the South Hylton Gas Light and Coke Company Limited and the Whitburn Gas Company Limited under the agreements set out in the Second and Third Schedules to this Act and the Company shall also be at liberty to pay out of the funds in their possession the purchase-moneys and expenses of and incidental to the completion of all or any of such purchases and all costs charges and expenses of and incidental to the preparation for and obtaining and passing of this Act.

(5) For the purposes of this section the expression "the undertaking of the Company" includes all the works engines mains pipes and machinery lands and buildings plant fixed and movable and all other real and personal property assets and effects of whatever nature and all the rights powers and privileges vested in or belonging to or had or enjoyed by the Company at the date of transfer of the undertaking of the Company to the corporation except the books and papers relating exclusively to the shareholders and constitution of the Company Provided always that the Company shall be entitled to retain such a sum as shall be sufficient to enable them to pay dividends at the rates authorised by the Acts of the Company from the date to which dividends were last paid by the Company to the date of transfer.

(6) Such Bill shall also make provision for the payment (in addition to the purchase price) of a sum equivalent to five years' purchase of the fees of the directors by way of compensation to the directors for loss of office.

(7) Such Bill shall also make provision that the corporation shall pay compensation to any officers and servants (other than directors) who have been in the regular employment of the Company for not less than five years before the passing of that Act and who shall not be retained by the corporation in the

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same or similar office or employment and at a salary not less than that and otherwise on the terms and conditions in at and on which they respectively were employed on the date of transfer in respect of any abolition or loss of office or loss or diminution of salary or income or emoluments by reason of the transfer of the undertaking to the corporation the amount of such compensation in default of agreement to be determined by arbitration in accordance with and subject to the provisions of the Arbitration Act 1889 Provided that no officer or servant who shall have been in the employment of the Company for five years or upwards shall lose his right to compensation as aforesaid by reason of his declining to enter the service of the corporation Provided also that the arbitrator shall not regard any increase in the salary or income or emoluments of any such officer or servant made after the eighteenth day of June one thousand nine hundred and nineteen unless he is satisfied that such increase would have been made by the Company if this Act had not been passed.

(8) In addition to the amount to be paid by the corporation to the Company under the foregoing provisions of this section the Corporation shall pay the taxed costs of the Bill for this Act the costs incurred by the Company in obtaining clauses and amendments for their protection in the said Bill of the corporation and of and incident to the transfer of the undertaking of and the winding up of the Company so far as such costs shall not have been paid by the Company before the date of transfer.

(9) The corporation shall indemnify the Company against any obligations and liabilities of the Company other than any debentures or mortgages of the Company existing at the date of transfer and their obligations and liabilities to the holders of stock of the Company.

Copies of Act to be registered.

86. The Company shall deliver to the Registrar of Joint Stock Companies two printed copies of this Act and they shall be placed by him on the files of the South Hylton Gas Light and Coke Company Limited and the Whitburn Gas Company Limited respectively and if such copies are not so delivered within three months from the passing of this Act the Company shall incur a penalty not exceeding two pounds for every day after the expiration of those three months during which the default continues and any director or manager of the Company

who knowingly and wilfully authorises such default shall incur the like penalty Every penalty under this section shall be recoverable summarily There shall be paid to the registrar by the Company on the same being registered the like fee as is for the time being payable under the Companies (Consolidation) Act 1908 on registration of any document other than the memorandum or the abstract required to be filed with the registrar by a receiver or manager or the statement required to be sent to the registrar by the liquidator in a winding up in England.

Costs of Act.

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

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Part I.

Firstly A piece of land situate at Hendon in the parish and county borough of Sunderland belonging or reputed to belong to the Company which contains seven acres and thirty-seven poles or thereabouts and is bounded on the north by lands belonging or reputed to belong to the Company and forming part of the Company's Hendon Gasworks on the south by the land fourthly described in this schedule on the east by the North Eastern Railway and on the west by Commercial Road.

Secondly A piece of land situate at Ayres Quay in the said parish and county borough belonging or reputed to belong to the Company which contains three roods and six poles or thereabouts and is bounded on the north and north-west by Hillfield Terrace a public footpath and steps and a public-house known as "The Forge" on the south by lands belonging or reputed to belong to the Company and forming part of the Company's Ayres Quay Gasworks on the east partly by the said public-house partly by Wellington Lane and partly by land belonging or reputed to belong to the Company.

Part II.

Thirdly A piece of land situate at Hendon aforesaid in the said parish and county borough of Sunderland belonging or reputed to belong to the Wearmouth Coal Company Limited which contains eight and a half acres or thereabouts and is bounded on the north by lands of the Anglo-American Oil Company Limited on the south by a public footpath leading from the Old Blue House Commercial Road to the Sea Cliff on the east by the North Eastern Railway and on the west by a public footpath leading from Fowler Place to Commercial Road.

Fourthly A piece of land situate at Hendon aforesaid in the said parish and county borough which contains nine and a quarter acres or thereabouts and is bounded on the north by land belonging or reputed to belong to the Company and forming part of the Company's Hendon Gasworks on the south in part by Spelter Works Road in other part by a back street and in the remaining part by land belonging or reputed to belong to the Hendon Paper

Works Company Limited on the east by the North Eastern Railway and on the west by Commercial Road.

Fifthly A piece of land situate at Ayres Quay aforesaid in the said parish and county borough belonging or reputed to belong to the North Eastern Railway Company which contains two and three-quarter acres or thereabouts and is bounded on the northerly and north-easterly and north-westerly sides by lands belonging or reputed to belong to the Company and forming part of the Company's Ayres Quay Gasworks on the south by the Bishopwearmouth Branch of the North Eastern Railway on the east by Wellington Lane and on the west by the North Eastern Railway.

Part III.

Sixthly A piece of land in the parish of Whitburn in the county of Durham belonging or reputed to belong to the Whitburn Gas Company Limited and forming the site of their gasworks which contains twenty-nine perches or thereabouts and is bounded on the north and north-west by a public highway known as Sea Lane on the south by land belonging or reputed to belong to Sir Hedworth Williamson baronet and on the east by the lifeboat house and seashore.

Seventhly A piece of land in the said parish of Whitburn belonging or reputed to belong to the Whitburn Gas Company Limited containing twenty-nine perches or thereabouts and bounded on the north by land belonging or reputed to belong to Sir Hedworth Williamson baronet on the south-east by the said public highway known as Sea Lane and on the south-west and west by a public footpath leading from Whitburn Bents to Whitburn.

Eighthly A piece of land in the parish of Ford in the said county belonging or reputed to belong to the South Hylton Gas Light and Coke Company Limited and forming the site of their gasworks and which contains sixty-four perches or thereabouts and is bounded on the north in part by waste land and in other part by a public roadway known as Riverside Road on the south and west by land belonging or reputed to belong to the Shields Whitley and District Amalgamated Model Building Society and on the east in part by waste land and in other part by Pottery Lane.

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THE SECOND SCHEDULE.

Stamp. Ten Shillings.

AGREEMENT made this twenty-second day of March one thousand nine hundred and nineteen between the SOUTH HYLTON GAS LIGHT AND COKE COMPANY LIMITED (hereinafter called "the Vendors") of the one part and the SUNDERLAND GAS COMPANY (hereinafter called "the Purchasers") of the other part.

WHEREAS for some years past the Vendors have been supplying gas in parts of South Hylton in the parish of Ford in the county of Durham and have constructed gasworks and laid down mains for the purpose of such supply:

And whereas the Purchasers are promoting a Bill in Parliament in the present session for power to supply gas in (amongst other places) the area now supplied by the Vendors:

And whereas the Vendors have agreed to sell and the Purchasers have agreed to purchase the said gasworks of the Vendors and the lands upon which the same are situate and all the estate and interest of the Vendors in those lands:

Now it is hereby agreed and declared by and between the parties hereto as follows (that is to say):—

1. The Vendors shall sell and the Purchasers shall purchase for the consideration hereinafter set forth the gasworks mains pipes meters stoves cookers plant stock and all other property goods and chattels (including things in action) of the Vendors except as mentioned in paragraph 6 hereof Together with the business of manufacturing supplying and vending gas coke and other residual products and the benefit of all contracts and agreements entered into by the Vendors in connexion with such business and the goodwill of such business Together with the freehold lands upon which such gasworks are situate and all other lands and all rights and interests in land of or belonging to the Vendors and held or used by them in or in connexion with the said gasworks and business.

2. The consideration for the purchase shall be the payment to the Vendors by the Purchasers of the sum of three thousand five hundred pounds The Purchasers shall also pay to the Vendors the sum of seven hundred pounds to be applied by the directors in such amounts and to such extent as they may think fit in payment of compensation to the directors and the Vendors' permanent staff for loss of office or employment under the Vendors.

3. The purchase shall be completed and possession given to the Purchasers within three months after the passing of the Bill aforesaid into an Act and the Vendors shall within fourteen days from the passing of such Bill into an Act deduce a good marketable or possessory title to the lands and premises hereinbefore referred to and the Vendors shall execute and do at their own expense all assurances acts and things as may be reasonably required by the Purchasers for vesting in them the property hereby agreed to be transferred and giving to them the full benefit of this agreement.

4. The Vendors shall manage the business and carry on the same in the ordinary and proper course of business until the day of completion.

5. The Vendors shall at the date of purchase hand over to the Purchasers all books of account papers documents and details of working relating to the business of the Vendors but shall be entitled to access thereto at all reasonable times so far as is necessary in connexion with the collection of any book debts winding up of the Vendors' Company or other matters mentioned in the next three following paragraphs hereof.

6. The Vendors shall subject to any apportionment which may be required pay satisfy and discharge all debts liabilities and engagements in connexion with their business up to the date of purchase and shall be entitled to retain the cash in hand and the cash at the bank and investments held on account of their business and shall be entitled to the benefit of all book debts in connexion with the said business outstanding at the date of purchase and subject to apportionment to the gas meter and cooker rents due and accruing due up to the next ordinary date for collection after the date of purchase.

7. The Purchasers shall take over and shall pay to the Vendors the value of the stock of gas and coal coke tar oxide pipes and stoves remaining at the works at the date of the completion of the purchase The Purchasers shall also repay to the Vendors such expenditure as may have been incurred between the date of this agreement and the date of the completion of sale and properly chargeable against capital account.

8. The Vendors shall upon the passing of the Bill disclose all contracts agreements claims and obligations entered into by them and all liabilities to which they are then subject in connexion with the said business and will as soon as possible and at their expense take all necessary steps for the winding up and dissolution of the Vendors' Company.

9. If any question difference or dispute shall arise with reference to this agreement or the construction thereof or as to anything herein contained or as to anything not fully provided for or as to the rights

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and liabilities of either party hereunder the same shall be referred to an arbitrator to be agreed between the parties or failing agreement the provisions of the Arbitration Act 1889 or any statutory modification thereof shall apply to such reference and arbitration and to this agreement as if it were submitted to a single arbitrator under that Act.

10. This agreement is made conditional upon an Act of Parliament authorising the Purchasers to purchase the said property and works and (if thought fit) confirming this agreement receiving the Royal Assent before the thirty-first day of December one thousand nine hundred and nineteen and is subject to such alterations as either House of Parliament may see fit to make hereon and if any material alteration be so made either party shall be at liberty to withdraw therefrom and is also subject to the permission of the Treasury being obtained if necessary to the application of moneys to the completion of this purchase.

In witness whereof the Vendors and the Purchasers have caused their respective common seals to be hereunto affixed the day and year first before written.

The common seal of the South Hylton Gas Light and Coke Company Limited was hereunto affixed in the presence of—

ARTHUR W. HOLEY
Secretary.

L.S. South Hylton Gas Light and Coke Company Limited.

W. F. VINT
Chairman.

L.S. Sunderland Gas Company.

THE THIRD SCHEDULE.

Stamp.

Ten Shillings.

AGREEMENT made this nineteenth day of March one thousand nine hundred and nineteen between the WHITBURN GAS COMPANY LIMITED (hereinafter called "the Vendors") of the one part and the SUNDERLAND GAS COMPANY (hereinafter called "the Purchasers") of the other part.

WHEREAS for some years past the Vendors have been supplying gas at Whitburn in the county of Durham and have constructed gasworks and laid down mains for the purpose of such supply:

And whereas the Purchasers are promoting a Bill in Parliament in the present session for power to supply gas in (amongst other places) the area now supplied by the Vendors : A.D.

And whereas the Vendors have agreed to sell and the Purchasers have agreed to purchase the said gasworks of the Vendors and the lands upon which the same are situate and all the estate and interest of the Vendors in those lands and the assets of the Vendor Company except book debts and cash in hand or with their bankers :

Now it is hereby agreed and declared by and between the parties hereto as follows (that is to say) :—

1. The Vendors shall sell and the Purchasers shall purchase for the consideration hereinafter set forth the gasworks mains pipes meters stoves cookers plant stock and all other property goods and chattels (including things in action) of the Vendors except as mentioned in paragraph 6 hereof Together with the business of manufacturing supplying and vending gas coke and other residual products and the benefit of all contracts and agreements entered into by the Vendors in connexion with such business and the goodwill and assets of such business except book debts or cash in hand or with their bankers Together with the leasehold lands upon which such gasworks are situate and all other lands and all rights and interests in land of or belonging to the Vendors and held or used by them in or in connexion with the said gasworks and business.

2. The consideration for the purchase shall be the payment to the Vendors by the Purchasers of the sum of one thousand seven hundred and eighty-five pounds.

3. The purchase shall be completed and possession given to the Purchasers within three months after the passing of the Bill aforesaid into an Act and the Vendors shall within fourteen days from the passing of such Bill into an Act deduce a good marketable title to the lands and premises hereinbefore referred to and the Vendors shall execute and do at their own expense all assurances acts and things as may be reasonably required by the Purchasers for vesting in them the property hereby agreed to be transferred and giving to them the full benefit of this agreement.

4. The Vendors shall manage the business and carry on the same in the ordinary and proper course of business until the day of completion.

5. The Vendors shall at the date of purchase hand over to the Purchasers all books of account papers documents and details of working relating to the business of the Vendors but shall be entitled to access thereto at all reasonable times so far as is necessary in connexion with the collection of any book debts winding up of the

A.D. 1919. Vendors' Company or other matters mentioned in the next three following paragraphs hereof.

6. The Vendors shall subject to any apportionment which may be required pay satisfy and discharge all debts liabilities and engagements in connexion with their business up to the date of purchase and shall be entitled to retain the cash in hand and the cash at the bank and investments held on account of their business and shall be entitled to the benefit of all book debts in connexion with the said business outstanding at the date of purchase and subject to apportionment to the gas meter and cooker rents due and accruing due up to the next ordinary date for collection after the date of purchase.

7. The Purchasers shall take over and shall pay to the Vendors the value of the stock of gas and coal coke tar oxide pipes and stoves remaining at the works at the date of the completion of the purchase The Purchasers shall also repay to the Vendors such expenditure as may have been incurred between the date of this agreement and the date of the completion of sale and properly chargeable against capital account.

8. The Vendors shall upon the passing of the Bill disclose all contracts agreements claims and obligations entered into by them and all liabilities to which they are then subject in connexion with the said business and will as soon as possible and at their expense take all necessary steps for the winding up and dissolution of the Vendors' Company.

9. If any question difference or dispute shall arise with reference to this agreement or the construction thereof or as to anything herein contained or as to anything not fully provided for or as to the rights and liabilities of either party hereunder the same shall be referred to an arbitrator to be agreed between the parties or failing agreement the provisions of the Arbitration Act 1889 or any statutory modification thereof shall apply to such reference and arbitration and to this agreement as if it were submitted to a single arbitrator under that Act.

10. This agreement is made conditional upon an Act of Parliament authorising the Purchasers to purchase the said property and works and (if thought fit) confirming this agreement receiving the Royal Assent before the thirty-first day of December one thousand nine hundred and nineteen and is subject to such alterations as either House of Parliament may see fit to make hereon and if any material alteration be so made either party shall be at liberty to withdraw therefrom and is also subject to the permission of the Treasury being obtained if necessary to the application of moneys to the completion of this purchase.

In witness whereof the Vendors and the Purchasers have caused their respective common seals to be hereunto affixed the day and year first above written. A.D. 1919.

The common seal of the Whitburn Gas Company Limited was hereunto affixed in the presence of—

W. L. WEATHERETT
Director.

W. A. BOWMAN
Secretary.

L.S.

The common seal of the Sunderland Gas Company was hereunto affixed in the presence of—

W. F. VINT
Chairman.

NORMAN S. COX
Secretary.

L.S.

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