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Deed of Settlement the Company was empowered to increase their Capital to Thirty-four thousand five hundred and seventy Pounds: And whereas by virtue of special Resolutions of the Company duly passed, confirmed, and registered the Company has on Three several Occasions increased their said Capital of Fourteen thousand five hundred and seventy Pounds to Thirty-four thousand five hundred and seventy Pounds by the Creation of One thousand and eighty-six new Shares of Five Pounds each, and by the Creation of Four thousand additional Shares of Two Pounds Ten Shillings each, the whole of which original, new, and additional Shares have been fully paid up, and of One thousand eight hundred and twenty-eight additional Shares of Two Pounds Ten Shillings each, which last-mentioned Shares are now in course of being paid up, the Monies represented thereby being required to pay and provide for the Debts and Liabilities of the Company: And whereas the Company was empowered by the Deed of Settlement to borrow Money to the Amount of Five thousand Pounds, but such Power to borrow has not been exercised: And whereas the Demand for Gas in the Borough of *Tynemouth* and Places adjacent is increasing, and in order to meet such Demand it is expedient that the Works, Mains, and Pipes of the Company be enlarged and extended: And whereas it is expedient that the Company should be authorized to supply Gas to the whole Parish of *Tynemouth*: And whereas it is expedient that the said Company should be dissolved, and the said Deed of Settlement cancelled, and that the said Company should be re-incorporated, and empowered to raise additional Capital, and to borrow Money on Mortgage: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Tynemouth* Gas Act, 1867."

8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. c. 15., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 118. incorporated.

2. The several Acts of Parliament following, that is to say, "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," (excepting such Parts thereof as refer to the Purchase of Lands otherwise than by Agreement,) "The Gasworks Clauses Act, 1847," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Companies Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall

shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction:

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

The Expression "the old Company" means the said Borough of *Tynemouth* Gas Company:

The Expression "the Works" or "the Undertaking" respectively mean the Gasworks, Buildings, and Lands by this Act vested in or authorized to be made or maintained by the Company, and any Gasworks they may construct under the Powers of this Act:

The Expression "the lighted District of the Borough of *Tynemouth*" shall mean that Portion of the Borough which is from Time to Time declared by the Local Board of Health of the Borough to be the lighted District of the Borough for the Purposes of public lighting:

The Expression "the low Town" shall mean that Part of the Township of *North Shields* which lies Eastward of *East Street, Milburn Place:*

The Expression "the Watch Committee" shall mean the Watch Committee of the Council of the Borough of *Tynemouth:*

The Expression "Superior Courts" or "Courts of competent Jurisdiction," or any other like Expression in this Act or any Act incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute.

Limits of Act.

4. The Limits of this Act (herein-after called the Limits) shall comprise and include the whole of the Parish of *Tynemouth* in the County of *Northumberland.*

Incorporation of Company.

5. From and after the passing of this Act the old Company shall be dissolved and cease to exist, and the several Persons and Corporations who immediately before the passing of this Act were Proprietors of Shares in the old Company, and all other Persons and Corporations who have subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are hereby united into a Company for the Purpose of making and supplying Gas within the Limits, and for doing all Acts necessary for that Purpose, and for other the Purposes of this Act and the said incorporated Acts authorized, and are incorporated by the Name of "the *Tynemouth* Gas Company," and by that Name shall be a Body Corporate, with perpetual Succession, and may sue and be sued, and shall have a Common Seal, and have Power to purchase, hold, take, or lease and sell Lands for the Purposes of the Undertaking, subject

to

to the Restrictions and Provisions herein and in the incorporated Acts contained.

General Powers of the Company.

6. Subject to the Provisions of this Act and the incorporated Acts, the Company may make and supply Gas within the Limits, and may sell, manufacture, and dispose of Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and other Matters, the Products and Residuum of the Coal or other Materials employed in the Manufacture of such Gas, and may also manufacture and sell, let, or deal in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks, or with the Supply of Gas to the Consumer thereof, in such Manner as the Company may think fit.

Property of old Company vested in the Company.

7. Subject to the Provisions of this Act, all Lands, Works, Erections, Buildings, Rights, and Easements which immediately before the passing of this Act were vested in the old Company, or in any Person in trust for them or on their Behalf, or to which the old Company were in anywise entitled at Law or in Equity, and all Mains and Pipes, Plant, Plugs, Lamps, Irons, Retorts, Lamp Posts, Gauges, Meters, Apparatus, Stock, Effects, Matters, and Things which have been by them purchased or provided, laid down, erected, or placed in any Place or House within the Limits of this Act, or which immediately before the passing of this Act were the Property of or belonging to the old Company, and all Monies, Securities, Credits, Effects and other Property whatsoever belonging to the old Company, or to any Trustees on their Behalf for the Purposes of such Company, shall be and the same are hereby vested in the Company to the same Extent and for the same Estate and Interest as the same were previously to the passing of this Act vested in the old Company or any Trustees on their Behalf, and may, according to the Provisions of this Act, be held and enjoyed, sued for, and recovered by the Company.

Deed of Settlement to be void.

8. Subject to the Provisions of this Act, the existing Deed of Settlement and all Registrations thereof shall, as to any future or prospective Operation thereof, from and after the passing of this Act be wholly void and of none Effect, and the several Persons who shall have executed the same Deed, or any Deed accessory thereto, and their Heirs, Executors, and Administrators, shall immediately from and after the passing of this Act stand and be by virtue hereof released and discharged from any future Obligations to observe, perform, abide by, fulfil, or conform to the said Deed of Settlement, or the Covenants or Agreements therein contained, or any Registrations thereof, or any or either of them respectively.

Saving previous Rights and Liabilities.

9. Notwithstanding the Incorporation of the Company and the Avoidance of the said Deed of Settlement and Registrations thereof by this

this Act, and except as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered by or with reference to the old Company or the Shareholders therein in that Capacity shall be as valid as if the Company had not been incorporated and the said Deed and Registrations thereof avoided by this Act; and such Incorporation and Avoidance and this Act respectively shall accordingly be subject and without Prejudice to anything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Company were not incorporated, the said Deed and Registrations thereof avoided, and this Act were not passed, would be incident to or consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents and Purposes represent the old Company and the Shareholders therein in their Capacity of Shareholders: Provided always, that the Generality of this Enactment shall not be restricted by any of the other Clauses and Provisions of this Act.

Contracts prior to the passing of this Act to be binding.

10. Except as is by this Act otherwise specially provided, all Purchases, Sales, Grants, Conveyances, Assurances, Leases, Deeds, Contracts, Bonds, Debentures, and Agreements entered into or made before the passing of this Act by, to, or with the old Company, or any Trustees or Persons acting on behalf of such Company, or by or with any other Person to whose Rights and Liabilities they have succeeded as Assigns, and now in force, shall be as binding and of as full Force and Effect in every respect against or in favour of the Company, and may be enforced as fully and effectually, as if instead of the old Company, or the Trustees or Persons acting on behalf of the old Company, the Company had been a Party thereto.

Actions, &c. not to abate.

11. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which was pending by or against the old Company or any Member thereof in relation to the Affairs of the old Company, or to which the old Company or any Member thereof in relation to such Affairs were Parties immediately before the passing of this Act; but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by or in favour of or against the Company, as the Case may be, in the same Manner and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by, in favour of, or against the old Company or any Member thereof if this Act had not been passed, the Company being in reference to the Matters aforesaid in all respects substituted for the old Company.

Trustees of old Company to be indemnified.

12. Every Trustee or other Person in whom or in whose Name any Lands, Works, Buildings, Easements, Rights, Property, or Effects

Effects belonging to the old Company were vested immediately before the passing of this Act, and who (having been duly authorized so to do) have entered into any Contract or Engagement in respect of the same or otherwise on behalf of the old Company, shall be indemnified and saved harmless out of the Funds or Property of the Company from and against all Liability, Loss, Costs, Charges, and Expenses which he may sustain, incur, or be put unto by reason or in consequence of his having entered into any such Contract or Engagement.

Company to satisfy Liabilities of old Company.

13. From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the Company shall in all other respects be subject to and shall satisfy or discharge all Obligations and Liabilities to which the old Company immediately before the passing of this Act were or but for this Act would become subject, and shall bear and pay all the Expenses of and incident to the winding up of the Affairs of the old Company, and shall indemnify the Shareholders, Directors, Officers, and Servants of the old Company and their respective Representatives from all such Obligations, Liabilities, and Expenses, and all Costs in that Behalf.

Rates and Rents payable to old Company to continue payable to Company.

14. All Gas Rates, Rents, and Sums of Money which immediately before the passing of this Act were due and payable or accruing to the old Company shall be payable to and may be collected and recovered by the Company in like Manner as the Gas Rates and Rents under this Act.

As to Payment of Debts owing before passing of this Act.

15. All Persons who immediately before the passing of this Act owed any Money to the old Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due, payable, or accruing upon the same, to the Company, and all Debts and Monies which immediately before the passing of this Act were due or owing or recoverable from the old Company, or for the Payment of which the old Company were or but for this Act would be liable, shall be paid, with all Interest (if any) due or payable or accruing upon the same, by or be recoverable from the Company.

Certificates of Shares, &c. to remain in force.

16. Notwithstanding the Avoidance of the said Deed, all Certificates (until cancelled under the Powers of this Act), Sales, Transfers, and Dispositions heretofore made or executed under that Deed with respect to any Shares in the old Company shall remain in full Force, and continue and be available in all respects as if such Deed had not been avoided.

Officers to continue until removed.

17. All Officers and Servants of the old Company who were in Office immediately before the passing of this Act shall hold and enjoy their respective Offices and Employments, together with the Salaries

Salaries and Emoluments thereunto annexed, until they shall resign the same or be removed therefrom by the Company, and shall have the like Powers and Authorities for the Purposes of this Act and for carrying the same into execution, and shall be subject and liable to the like Conditions, Obligations, Pains, and Penalties, and to the like Powers of Removal, and to the like Rules, Restrictions, and Regulations, in all respects whatsoever as if they had been appointed under this Act.

Capital.

18. The Capital of the Company shall be Thirty-four thousand five hundred and seventy Pounds, subject to Augmentation as hereinafter mentioned; and the existing Shares, (that is to say,)

(1.) Four thousand Shares of Five Pounds each, and

(2.) Five thousand eight hundred and twenty-eight Shares of Two Pounds Ten Shillings each,

are hereby converted and consolidated into a general Capital Stock to be divided amongst the Shareholders according to their respective Interests therein; and "The Companies Clauses Consolidation Act, 1845," with respect to the Consolidation of the Shares into Stock, shall apply in such and the same Manner as if such Conversion and Consolidation had been made at a Meeting of the Company in manner thereby provided: Provided always, that in case at the Time of the passing of this Act any Call on the said Shares of Two Pounds Ten Shillings each shall be outstanding, the Company may thereafter receive the same, in which Case the Sum so received shall form Part of the said general Capital Stock, or the Company may declare that the same shall cease to be payable, in which Case the Amount of the said general Capital Stock shall be reduced accordingly.

Appropriation of existing Shares.

19. The said general Capital Stock shall remain vested in the respective Holders upon the same Trusts, and subject to the same Powers, Provisions, Declarations, Agreements, Charges, Liens, and Incumbrances, as immediately before the passing of this Act affected the existing Shares respectively, and so as to give Effect to and not revoke any Testamentary Disposition of or affecting such respective Shares.

Company may call in and cancel existing Share Certificates, and issue new Certificates in lieu thereof.

20. The Company may call in and cancel the existing Certificates of Shares in the old Company, and issue in lieu thereof new Certificates of Proprietorship of Stock under the Conditions prescribed by "The Companies Clauses Consolidation Act, 1845," but the Holders of such existing Certificates of Shares shall not be entitled to any Certificates of Proprietorship under this Act until they shall have delivered up to the Company to be cancelled the Certificates of Proprietorship

Proprietorship issued to them before the passing of this Act, or shall have proved to the reasonable Satisfaction of the Company the Loss or Destruction thereof.

Power to raise additional Capital by new Shares or Stock.

21. In addition to the said Capital of Thirty-four thousand five hundred and seventy Pounds, it shall be lawful for the Company from Time to Time to raise by the Creation of new Ordinary or Preference Shares of Ten Pounds each, or (at the Option of the Company) by both of those Modes, such further Sum or Sums of Money as they may think proper, not exceeding Thirty-five thousand four hundred and thirty Pounds, so as to make in all a Capital not exceeding Seventy thousand Pounds, including the present Capital.

Shares or Stock not to issue until One Fifth paid up.

22. The Company shall not issue any such new Share, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Calls.

23. Twenty *per Centum* on the nominal Value of any Share shall be the greatest Amount of any One Call which may be made on or in respect of any new Shares to be created under the Powers of this Act, and Three Months at the least shall elapse between successive Calls, and the aggregate Amount of Calls on any One Share in any One Year shall not exceed Four Fifths of the Amount of such Share.

Receipts of Guardians, &c. to be sufficient Discharge.

24. If any Money be payable to a Shareholder or Stockholder being a Minor, Idiot, or Lunatic, the Receipt of his or her respective Guardian or Committee shall be a sufficient Discharge to the Company for the same.

Limit of Dividend on new Capital.

25. The Company shall not in any Year make out of their Profits any larger Dividend on the additional Share Capital of Thirty-five thousand four hundred and thirty Pounds to be raised under the Powers of this Act than Seven Pounds in respect of every One hundred Pounds actually paid of such Capital on Ordinary Shares, or Six Pounds in respect of every One hundred Pounds actually paid of such Capital on Preference Shares.

Power to borrow on Mortgage.

26. The Company may borrow and have outstanding on Mortgage any Sum not exceeding Eight thousand five hundred Pounds, and when Ten thousand Pounds of the new Capital by this Act authorized to be raised shall have been subscribed for, *bonâ fide* issued, and accepted, and One Half thereof shall have been paid up, the Company may borrow on Mortgage any further Sums not exceeding in the whole Two thousand five hundred Pounds; and when and so soon as

as a further Sum of Ten thousand Pounds of the said new Capital has been subscribed for, *bonâ fide* issued, and accepted, and One Half thereof shall have been paid up, the Company may borrow on Mortgage any further Sums not exceeding in the whole Two thousand five hundred Pounds; and when and so soon as the Remainder of the new Capital by this Act authorized to be raised shall have been subscribed for, *bonâ fide* issued, and accepted, and One Half thereof shall have been paid up, the Company may borrow on Mortgage any further Sums not exceeding in the whole Four thousand Pounds; but no Part of any of the said Sums of Two thousand five hundred Pounds, Two thousand five hundred Pounds, and Four thousand Pounds, shall be borrowed until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the said new Capital in respect whereof the Borrowing Powers are sought to be exercised has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proofs aforesaid have been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

27. The Mortgagees of the Company may enforce Payment of Arrears of Interest, or Principal and Interest, due on their Mortgages, by the Appointment of a Receiver; and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Five thousand Pounds in the whole.

Debenture Stock.

28. The Company may create and issue Debenture Stock.

Application of Money.

29. All Money raised under this Act by the Company, whether by Shares, Debenture Stock, or borrowing, shall be applied only to the Purposes by this Act authorized.

First and other Meetings.

30. The First Ordinary General Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Month of *March* in every Year.

Number of Directors.

31. The Number of Directors shall be Five, but it shall be lawful for the Company from Time to Time to reduce the Number, provided that the Number be not less than Four.

Qualification of Directors.

32. The Qualification of a Director shall be the Possession in his own Right of Shares or Stock to the Amount of One hundred Pounds.

Quorum.

33. The Quorum of a Meeting of Directors shall be Three.

Election of Directors.

34. The Persons who at the Time of the passing of this Act are the Directors of the old Company shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Stockholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders and Stockholders present in person or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Power to purchase Lands.

35. The Company may, for the Purposes of their Undertaking, purchase, take, and hold (by Agreement but not otherwise) any Lands and Hereditaments beyond those hereby vested in them which they may require for the Purposes aforesaid: Provided always, that the Company do not hold more at any Time than Fifteen Acres: Provided also, that no Lands shall be used by them for the Purpose of manufacturing or storing Gas except the Lands described in the Schedule hereto.

Power to maintain Works.

36. Subject to the Provisions of this Act, the Company may from Time to Time maintain, alter, improve, enlarge, extend, or discontinue the existing Gasworks, Houses, and Buildings which belonged to the old Company, and may from Time to Time make, erect, lay down, provide, and maintain, or discontinue and remove additional or other Gasworks, Houses, and Buildings, and also Retorts, Gasometers, Gasholders, Receivers, Purifiers, Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp-posts, Burners, Stopcocks, Syphons, Machinery, and other

other Works and Apparatus and Conveniences, and may do all such Acts as they think proper for making or storing Gas and for supplying Gas within the Limits of this Act, and they may make, store, and supply Gas accordingly, and may manufacture, sell, provide, supply, and deal in Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oils, and other Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, and also Meter Fittings, Tubes, Pipes, and other Articles and Things in any way connected with Gasworks or with the Supply of Gas, as they from Time to Time think fit: Provided always, that nothing in this Act contained shall prevent the Company from being liable to an Indictment for Nuisance or to any other legal Proceedings to which they may be liable in consequence of the Manufacture and Sale of any Articles, Matter, and Things produceable from the residual Products arising from the Manufacture of Gas: Provided also, that with respect to the Houses and Buildings so authorized to be maintained, altered, erected, or otherwise dealt with, the above Enactment shall not extend or be construed to extend so as to abridge or injuriously affect any Right of Control or Jurisdiction which the Local Board of Health of the Borough of *Tynemouth* possess under "The *Tynemouth* Improvement Act, 1866," or any Byelaws or Building Regulations in force in the said Borough over Houses and Buildings, or the Erection or Alteration of Houses or Buildings, within the Borough of *Tynemouth*.

Power to lay Pipes against Buildings.

37. The Company, with the Consent of the Owner and Occupier of any Building, may lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against such Building for the Purpose of lighting it, and may with the like Consent provide and set up any Apparatus necessary for securing to such Building a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply, and may from Time to Time, with the like Consent, repair, replace, alter, discontinue, and remove any such Pipe, Branch, or Apparatus.

Consumers may be required to consume by Meter.

38. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter, and all such Meters shall be subject to and in accordance with the Provisions of the Act for regulating Measures used in Sales of Gas passed in the Twenty-second and Twenty-third Years of the Reign of Her present Majesty; but until a Meter be examined and stamped under the Provisions of the said Act it shall be and continue to be approved by the Company, and from Time to Time be examined and tested by them, and any Meter may be provided, sold, or let to Hire by the Company to the Consumer.

Consumer to keep his own Meter in order.

39. Every Consumer of Gas of the Company shall at all Times, at his own Expense, keep all Meters belonging to him whereby any Gas

Gas of the Company is registered in proper Order and of sufficient Size for correctly registering such Gas, in default whereof the Company may cease to supply Gas through such Meter until the Defect is remedied; and the Company shall have Access to and be at liberty to take off, remove, test, inspect, and replace the same at all reasonable Times, such taking off, Removal, testing, inspecting, and replacing to be done at the Expense of the Company if the Meter be found in proper Order and of sufficient Size, but otherwise at the Expense of the Consumer.

Rent for Meters.

40. The Rents or Sums which the Company may demand and take for the letting of Meters shall not exceed the Rates following:

For a Meter for not exceeding Five Lights, after the Rate of Four Shillings a Year:

For any other Meter, such Rates as may be agreed upon.

Register of Meter to be primâ facie Evidence of Gas consumed.

41. The Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Company, and in respect of which any Rent is charged and sought to be recovered by the Company.

Fraudulently injuring Meters, &c.

42. Every Person who shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter or Fittings belonging to the Company, or shall fraudulently alter the Index to any Meter, or fraudulently prevent such Meter from duly registering the Quantity of Gas supplied, shall, without Prejudice to any other Right or Remedy for the Protection of the Company or the Punishment of the Offender, for every such Offence forfeit and pay to the Company a Sum not exceeding Five Pounds, and the Company may in addition thereto recover the Amount of any Damages sustained by them, and the Company may also discontinue the Supply of Gas to the Person so offending until the Injury be remedied, and that notwithstanding any Contract previously existing; and the Existence of artificial Means for causing such Alteration, or for obtaining a Supply of Gas without the Meter duly registering the same, when such Meter shall be under the Custody or Control of the Consumer, shall be *primâ facie* Evidence that the same has been knowingly, wilfully, and fraudulently caused by the Consumer using such Meter or Pipes: Provided always, that this Enactment shall not prejudice any Right of the Company to institute any Criminal Proceedings in reference to such Offence in any Case where they shall not proceed summarily under this Act.

For preventing Frauds and Waste of Gas.

43. If and whenever any Person supplied with Gas by the Company wilfully does, or causes or suffers to be done, anything in contravention of any of the Provisions of this Act, or wilfully fails to do

do anything which under this Act ought to be done for the Prevention of the Waste, Misuse, or undue Consumption of the Companies Gas, the Company may cut off or stop any Pipe by or through which Gas is supplied to him, and cease to supply him with Gas so long as the Cause of Damage or Injury remains or is not remedied, and also may recover in any Court of competent Jurisdiction from every Person so offending the Amount of all Loss, Damage, or Injury which the Company sustain by reason of any such Thing or Failure, and the Remedies of the Company under this Section shall be in addition to their other Remedies in that Behalf.

Company may remove Pipes from unoccupied Premises.

44. In all Cases in which the Company are by "The Gasworks Clauses Act, 1847," incorporated with this Act, authorized to cut off and take away the Supply of Gas from any House, Building, or Premises, then if such House, Building, or Premises be unoccupied the Company, their Agents, Servants, or Workmen, after giving Twenty-four Hours previous Notice to the Owner by serving the Notice on him, or by Letter under the Hand of the Secretary of the Company sent by Post addressed to such Owner, or, if the Owner or his Address be not known to the Company after due Inquiry, by affixing such Notice for Three Days on some conspicuous Part of such House, Building, or Premises, may enter into such House, Building, or Premises between the Hours of Nine in the Forenoon and Four in the Afternoon, and remove and carry away any Pipe, Meter, or Fittings or other Works the Property of the Company, making Compensation to such Owner for the Damage (if any) which may be occasioned to him thereby.

Incoming Tenant not liable to pay Arrears of Gas Rate.

45. In case any Consumer leave the Premises where Gas was supplied to him without paying to the Company the Gas Rate or Meter Rent due from him, the Company shall not be entitled to require from the next Tenant of the Premises Payment of the Arrears left unpaid by the former Tenant unless the incoming Tenant had agreed with the defaulting Consumer to pay the Arrears.

Limiting the Price of Gas.

46. The maximum Price to be charged by the Company for Gas supplied by them within the lighted District of the Borough of *Tynemouth* as herein-before defined shall be Four Shillings *per* Thousand Cubic Feet, and in all other Parts of the Parish of *Tynemouth* shall be Four Shillings and Sixpence *per* Thousand Cubic Feet, and if Payment be made within Fourteen Days from the Delivery of the quarterly Account the Company shall make a Deduction by way of Discount at the following Rates; (that is to say,)

To Consumers whose Consumption of Gas for the Quarter of a Year shall not have exceeded One hundred thousand Cubic Feet, at the Rate of Five *per Centum*:

To Consumers whose Consumption of Gas for the Quarter of a Year shall have exceeded One hundred thousand Cubic Feet, but shall not have exceeded Two hundred thousand Cubic Feet, at the Rate of Seven and a Half *per Centum*:

To Consumers whose Consumption of Gas for the Quarter of a Year shall have exceeded Two hundred thousand Cubic Feet, at the Rate of Ten *per Centum*.

Lighting Power and Quality of Gas.

47. All the Gas supplied by the Company shall be of such Quality as to produce at the Place of testing, as herein-after described, from an Argand Burner, as herein-after defined, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six to the Pound, burning One hundred and twenty Grains *per* Hour, and shall be so far free from Sulphuretted Hydrogen as not to discolour moistened Test Paper imbued with Acetate of Lead when the Test Paper is exposed for One Minute to a Current of Gas issuing under a Pressure of Five Tenths of an Inch of Water; the Argand Burner shall be of the Description now known as *Sugg*'s Steatite Burner, with Fifteen Holes, and the Measurements of the several Parts of the Burner shall be as follows, namely, the external Diameter of the Burner shall be One Inch and One Tenth of an Inch, the internal Diameter thereof shall be Half an Inch, each of the Fifteen Holes shall be One Twentieth Part of an Inch in Diameter, the Chimney shall be Seven Inches high, and the Rest for the Gallery which holds the Chimney shall be One Inch below the Top of the Burner.

Absence of Sulphur from Gas.

How Sulphur in Company's Gas to be estimated.

48. Gas supplied by the Company shall not contain more than Twenty Grains of Sulphur in any Form in One hundred Cubic Feet of Gas, the Amount of Sulphur therein contained to be ascertained by the Apparatus known as Dr. *Letheby*'s Sulphur Test, which shall be supplied by the Company, and be of the following Dimensions and used in the following Manner, namely, the Gas shall be burned from a *Leslie* Burner or a single Jet Burner at a Rate of not more than Three Quarters of a Cubic Foot *per* Hour, and the Products of the Combustion of the Gas shall be conveyed together with an Excess of Ammonia into a Glass Receiver of not less than Seventeen Inches in Length and Seven Inches in Diameter, in which is placed an Excess of Liquid Ammonia, and furnished with an Educt Tube of not less than Three Feet in Length and not more than Three Quarters of an Inch in Diameter, whereby the condensible Products of Combustion shall be condensed, and the Sulphur therein shall be estimated as Sulphate of Baryta according to the best chemical Method applicable in that Behalf.

As to the public Lamps or lighting.

49. The Company shall supply Gas to and shall clean and light and extinguish such public Lamps within the lighted District of the Borough

Borough of *Tynemouth*, as herein-before defined, as the Watch Committee or the said Local Board shall from Time to Time respectively direct, at a Charge during Five Years next after the passing of this Act of One Shilling, and afterwards at a Charge not exceeding One Shilling and One Penny, for every Week during which each Lamp shall be lighted: Provided always, that all the public Lamps in the low Town, and not less than One Half of the other public Lamps in the lighted District, shall be lighted throughout the Year, and the Residue of the said public Lamps shall be lighted from the Fifteenth Day of *August* to the Fifteenth Day of *May* in each Year, both inclusive; the Burner to every Lamp shall be of such Size and Make as to consume not exceeding Five Cubic Feet of Gas an Hour, with a Water Pressure of One Inch and a Quarter.

Supply of Pipes, &c. for lighting public Streets, &c.

50. The Company, whenever so required by the Watch Committee or the said Local Board, shall provide, lay down, renew, and maintain all Main and Service Pipes proper and sufficient for supplying Gas for lighting the public Streets and Places from Time to Time required by the Watch Committee or the said Local Board to be lighted; provided that the Lamps (except in Streets already lighted by the Company) shall be fixed and maintained at a continuous Distance of not more than Seventy-five Yards apart along the Course of any Main to be laid down by the Company for conveying Gas to such Lamps,

Period for lighting public Lamps.

51. The public Lamps to be lighted by the Company shall be lighted from Sunset to Sunrise, unless otherwise agreed upon between the Company and the Watch Committee or Local Board, as the Case may be.

Compelling Company to supply Consumers.

52. The Company shall, on the Request of any Owner or Occupier of any House, Part of a House, Factory, or Premises, or any public Body or private Company having Premises, or any public Lamp, within One hundred Feet of which any Main Pipe of the Company shall be laid, furnish to such Owner or Occupier, public Body, or private Company a Supply of Gas for such House, Factory, Premises, or public Lamp at a Rate not exceeding the Rate by this Act limited; and if the Company fail to supply such Gas to any such Owner or Occupier, public Body, or private Company within a reasonable Time after such Request, then and in every such Case, on Proof before Two or more Justices of such Failure, and that the Company had no sufficient Excuse for such Failure to the Satisfaction of such Justices, the Company shall forfeit such Sum not exceeding Five Pounds as the Justices think fit for every Day beyond a Day to be fixed by such Justices during which such Failure shall be allowed to continue; but the Company shall not be bound to supply

any

any Gas under the foregoing Provision to any Consumer unless reasonable Security, to be fixed in case of Dispute by Two or more Justices, for Payment for the Gas to be supplied for One Year be given, if required, at the Cost of the Person or Persons requiring such Supply of Gas; and the Expense of laying all necessary Service Pipes of greater Length than Twenty-five Feet from the Company's Mains, except Service Pipes to be laid in any public Street, Road, or Highway, and not exceeding Twenty-five Feet from the Company's Mains, shall be borne by the Party requiring the same to be laid, and the estimated Cost thereof, if required by the Company, shall be paid to the Company in advance by such Party; and in case of a Dispute between the Company and such Party as to such Costs, the same shall be settled in manner provided by "The Companies Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration.

Company to erect Test Meter.

53. The Company shall within Six Months provide on some Part of their Works or of their principal Office, so placed as to afford a Test for all the Gas supplied or consumed by the Company, a proper and sufficient testing Meter, furnished with an Argand Burner, as herein-before described, capable of consuming Five Cubic Feet of Gas *per* Hour, with other Apparatus proper and sufficient for testing the illuminating Power and Purity of the Gas, and shall at all Times keep and maintain the experimental Meter and other Apparatus in good Repair and working Order.

Power to test the illuminating Power of the Gas.

54. It shall at any Time be lawful for the Council of the Borough of *Tynemouth*, or, on the Requisition in Writing of any Consumers of the Gas of the Company not being less than Twelve in Number, for Two Justices, by Order in Writing, to appoint some competent Person, not being a Member or Officer or Servant of such Council, to proceed to the Works of the Company, and the Person so appointed may at any reasonable Hour in the Daytime, on producing his Authority, enter on the Premises of the Company, and in the Presence of the Superintendent or other Officer of the Company make Experiment of the illuminating Power or Purity of the Gas by means of the experimental Meter and other Apparatus before mentioned, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiments; and if it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company (after hearing the Parties), that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, or that the illuminating Power or Purity of the Gas supplied did not when so tested as aforesaid equal the illuminating Power or Purity by

by this Act prescribed, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds, as the Justices shall determine.

Costs of Experiment to be paid according to Event.

55. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by the Justices, and in the event of any Penalty being imposed on the Company shall be paid together with such Penalty by the Company; but in the event of no such Penalty being imposed on the Company, then these Costs shall be ascertained by the Justices, and shall be paid by the Council or the Persons signing the Requisition, as the Case may be.

Power to agree as to Use of Siding to North-eastern Railway.

56. The Company on the one hand, and the *North-eastern* Railway Company on the other hand, may contract and agree for the Use by the Company, or by the *North-eastern* Railway Company, of a Railway Siding to connect the Works of the Company with the *North-eastern* Railway in the Parish of *Tynemouth*, and the Company may, in connexion with such Siding, establish and maintain a Coal Depôt or Coal Depôts for the Storage of Coals for their own Consumption and for public Sale, with all necessary Works, Conveniences, and Approaches.

Confirmation of Purchase from George Otto Trevelyan, Esq.

57. Whereas the old Company purchased from *George Otto Trevelyan* Esquire the Land and Premises in the Township of *Chirton* in the Borough and Parish of *Tynemouth* in the County of *Northumberland* which are described in the Schedule hereto: The said Purchase is hereby confirmed as between the Company and the said *George Otto Trevelyan*, but not otherwise, and made binding on the Company.

Penalties not to be cumulative.

58. Penalties imposed on the Company for one and the same Offence by several Acts of Parliament shall not be cumulative, and for such Purpose this Act and the Acts incorporated herewith shall be deemed several Acts.

Liability to Gas Rate not to disqualify Justices.

59. No Justice or Judge of the Borough Court or any County Court or Sessions shall, except as is by this Act otherwise provided, be disqualified from acting in the Execution of this Act by reason of his being liable under this Act to any Gas Rate, Meter Rent, or other Charge under this Act.

Recovery of Charges for Gas.

60. In case any Person who shall have been supplied with Gas by the Company, or who shall be liable to Payment in respect of a Supply of

of Gas under or by virtue of the Provisions of this Act, or for the Hire, furnishing, or fixing of Meters or Fittings, or for any Damages, Costs, or Expenses under this Act or any Act incorporated therewith, shall neglect or refuse to pay the Amount due for the Space of Fourteen Days after Demand thereof by the Company, their Agent or Collector, it shall be lawful for any Justice to issue his Summons to such Person requiring him to appear at a Time and Place named therein, and then and there to show Cause why the Sum so demanded should not be paid; and if on the Appearance of such Person, or, in default of Appearance, after Proof of the Service of the Summons either personally or at the last known Place of Abode or of Business of such Person, no sufficient Cause can be shown to the contrary, it shall be lawful for any Justice to issue his Warrant of Distress for the Seizure and Sale of the Goods and Chattels of such Person for the Recovery of the Amount which may be proved before such Justice to be due from such Person, together with such Costs, including the Costs of cutting off the Gas if the same shall have been cut off by the Company, as to such Justice shall seem just and reasonable.

Contents of Warrants.

61. Any One Summons or Warrant issued for any of the Purposes of this Act may contain in the Body thereof, or in a Schedule thereto, several Names and several Sums.

Warrants shall include Costs.

62. Any Justice who issues a Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Proceedings for the Recovery of the Money to be levied shall be paid by the Person, Company, Corporation, or public Body liable to pay the Money, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

Recovery of Sums due to the Company.

63. Whenever any Person neglects to pay any Rate or Sum due to the Company, the Company may recover the same in any Court of competent Jurisdiction for the Recovery of Debts of the like Amount, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies for the Recovery of such Rate or Sum, and such Rate or Sum shall be deemed to be a Simple Contract Debt, and not a Debt or Demand created by Statute.

Rent for Gas and Fittings under 20*l*

64. In addition to the Power given by "The Gasworks Clauses Act, 1847," in this Behalf, the Company may recover the Rent of any Gas, or the Price or Rent of any Pipe, Burner, Meter, Lamp, or Fittings, supplied, sold, delivered, or let to Hire by the Company, together with the Expense of cutting off the Service Pipe or Gas, by Action in any Court of competent Jurisdiction, although the Demand in respect thereof may be less than Twenty Pounds.

65. Except

Saving Rights of Corporation of Tynemouth.

65. Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or affect any of the Estates, Rights, Interests, Powers, Authorities, or Privileges of the Mayor, Aldermen, and Burgesses of the Borough of *Tynemouth* either in their Capacity of a Municipal Corporation, or in their Capacity of a Local Board of Health, or otherwise howsoever.

Expenses of Act.

66. All the Costs, Charges, and Expenses of applying for and obtaining this Act, or incident thereto, shall be paid by the Company.

The

The SCHEDULE to the foregoing Act.

1. *Lands at present occupied by the Company.*

A Piece of Freehold Ground situate in Northumberland Street and Hudson Street, boundering on Hudson Street on the West, on Property belonging or reputed to belong to the Loyal Standard Association and Charles Campbell on the North, on Northumberland Street on the East, and on Dwelling Houses belonging or reputed to belong to Mr. William Brown on the South.

A Piece of Freehold Ground and Buildings thereon situate at the Low Lights, boundering on the West on Property belonging or reputed to belong to Messrs. Fishwick, on the North on a public Lane leading up to Walker Place, on the East on the public Street leading from the Union Quay to Tynemouth, and on the South on Property belonging or reputed to belong to Edward John Collingwood, Esquire, and others.

A Piece of Freehold Ground and Buildings thereon situate at the Low Lights, boundering on or towards the North-west on the public Street leading from the Union Quay to Tynemouth, on the East partly on Houses belonging or reputed to belong to James Richardson Harrison and John Redpath and partly on a paved Passage, on the North-east on a Passage or vacant Ground, and on or towards the South-west on the Works of the Company next herein-after described.

A Piece of Ground and Works thereon situate at the Low Lights next adjoining the lastly before-described Piece of Ground, and forming One Enclosure therewith, boundering on or towards the North-west on the public Street leading from Union Quay to Tynemouth, on or towards the North-east partly on the lastly before-described Piece of Freehold Ground and partly on a paved Passage, on or towards the East partly on the public Road leading from the Low Light-house past Clifford's Fort and partly on a House belonging or reputed to belong to Edward John Collingwood, Esquire, and others, and on or towards the South-west on the Bridge leading from Union Quay towards Clifford's Fort.

2. *Lands purchased from George Otto Trevelyan, Esquire.*

The Land bounded on the North partly by the new Branch Road leading from Percymain to North Shields and partly by the Line of Railway leading from Newcastle-upon-Tyne to Tynemouth of the North-eastern Railway Company, on the South by a Lane called Meadow Well Lane, and on the East and West by Land belonging or reputed to belong to George Otto Trevelyan, Esquire, all in the Borough of Tynemouth in the Parish of Tynemouth in the County of Northumberland.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1867.