

**CHAPTER xl.**

An Act for incorporating and conferring powers on the United District Gas Company. [15th August 1913.] A.D. 1913.

WHEREAS the Counties Gas Company Limited (in this Act called "the Limited Company") were in the month of July one thousand nine hundred and eleven incorporated under the Companies (Consolidation) Act 1908 for the purpose of acquiring the existing gasworks at Bicester Buckingham Adderbury Cricklade and Woodford in the counties of Oxford Buckingham Wilts and Northampton and of manufacturing and supplying gas in certain districts in the aforesaid counties:

And whereas the Limited Company acquired such gasworks and subsequently acquired the existing gasworks at Charlbury and Shipton-under-Wychwood in the county of Oxford:

And whereas the nominal capital of the Limited Company is forty thousand pounds divided into two thousand ordinary shares of ten pounds each (of which one thousand eight hundred and thirty-four shares have been issued and are fully paid) and two thousand preference shares of ten pounds each entitled to a dividend of six per centum per annum (the whole of which have been issued and are fully paid):

And whereas the Limited Company have borrowed the sum of seven thousand pounds on mortgage of their undertaking:

And whereas the demand for gas in the districts supplied by the Limited Company has increased and is increasing and other parishes and places adjacent thereto are wholly without a supply of gas:

And whereas it is expedient that the Limited Company be dissolved and re-incorporated with further powers and that the Company so re-incorporated should be authorised to improve and extend their works and to extend their mains and to supply gas within the limits defined by this Act:

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And whereas portions of the district supplied with gas by the Limited Company are within the limits for the supply of gas of the Banbury Gas Light and Coke Company (herein-after called "the Banbury Company") under the Banbury Gas Act 1866 but the Banbury Company are not supplying and never have supplied gas to any part of the district supplied by the Limited Company or within any part of the limits of supply under this Act:

And whereas the Banbury Company have agreed to supply the Company with gas in bulk for distribution by the Company throughout a portion of the limits of supply under this Act in accordance with the provisions of the agreement set forth in the Second Schedule to this Act and it is expedient that such agreement should be confirmed and that the Banbury Company should be prohibited from supplying gas within certain parishes or places within the limits of supply under this Act so long as the Company supply gas therein:

And whereas it is expedient that the Company should be authorised to raise additional capital and acquire additional lands for the purposes of their undertaking and that such further powers should be conferred upon the Company and such further provisions enacted as are contained in this Act:

And whereas a plan 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 plan 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 clerks of the peace for the counties of Oxford and Wilts and are herein-after referred to respectively as the deposited plan 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):—

PRELIMINARY.

Short title.

1. This Act may be cited as the United District Gas Act 1913.

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) :—

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Incorporation of general Acts.

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

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

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 circumstances to all consumers" were added at the end of that section; and

The Lands Clauses Acts.

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

Interpretation.

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

The expression "the undertaking" means the gas undertaking by this Act authorised;

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

RE-INCORPORATION.

4. From and after the passing of this Act the Limited Company shall be dissolved and the several persons who immediately before the passing of this Act were members of that company and all other persons who have already subscribed to or who shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purposes herein-after mentioned and shall be and are hereby re-incorporated

Re-incorporation of Company.

A.D. 1913. by the name of "The United District Gas Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act and of their undertaking.

General
purposes of
Company.

5. The Company shall be established for the purpose of manufacturing storing and supplying gas for lighting heating motive power and other purposes within the limits of supply as defined by this Act and may provide produce sell dispose of and deal in gas coke tar and all other residual products resulting from the manufacture of gas and generally may carry on any business usually carried on by gas companies.

Present
property of
Limited
Company
vested in
Company.

6. Subject to the provisions of this Act all the lands gas-works erections buildings rights and easements which immediately before the passing of this Act were vested in the Limited Company or any person in trust for them or to which the Limited Company were in anywise entitled and all plant mains pipes retorts meters gas stoves and fires gas fittings lamp columns and brackets syphons apparatus stock effects matters and things which have been by them purchased provided laid down erected or placed in any place or house within the limits of supply or which immediately before the passing of this Act were the property of the Limited Company and all moneys securities credits effects and other property whatsoever which immediately before the passing of this Act belonged to the Limited Company or to any trustee on their behalf and the benefit of all contracts and engagements entered into by or on behalf of the Limited Company and immediately before the passing of this Act in force shall as from the passing of this Act be and the same are hereby transferred to and 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 Limited Company or any trustee on their behalf and may according to the provisions of this Act be held and enjoyed sued for and recovered maintained altered discontinued removed dealt with and disposed of by the Company as they think fit.

Memoran-
dum and
articles of
association
of Limited
Company to
be void.

7. Subject to the provisions of this Act the memorandum and articles of association of the Limited Company shall as to any prospective operation thereof be wholly void and the Company and the shareholders shall be exempted from all the provisions restrictions and requirements of any Act which applied

to the Limited Company and the members thereof as such But A.D. 1913.
 nothing in this Act contained shall release or discharge any
 person from any liability or obligation in respect of any breach
 of the provisions of the said memorandum and articles of
 association incurred before the passing of this Act but such
 liability or obligation in respect of any such breach shall
 continue and save as in this Act otherwise provided may be
 enforced by or on behalf of the Company as nearly as may be
 in like manner as the same might have been enforced by or
 on behalf of the Limited Company if this Act had not been
 passed.

8. Except as is by this Act otherwise expressly provided Saving of
 everything before the passing of this Act done or suffered by existing
 or with reference to the Limited Company or the members rights and
 thereof as such shall be as valid as if the Company had not liabilities.
 been incorporated and the memorandum and articles of associa-
 tion had not been avoided by this Act and such incorporation
 and avoidance and this Act respectively shall accordingly be
 subject and without prejudice to everything so done or suffered
 and to all rights liabilities claims and demands both present
 and future which if the Company were not incorporated and
 the said memorandum and articles of association were not
 avoided by this Act 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 or
 demands the Company and its shareholders and property shall to
 all intents and purposes represent the Limited Company and the
 members thereof as such and the property of the Limited Com-
 pany as the case may be and the generality of this enactment
 shall not be restricted by any of the other clauses and provisions
 of this Act.

9. Except as is by this Act otherwise specially provided all Contracts
 purchases sales conveyances grants assurances deeds contracts prior to Act
 bonds and agreements entered into or made before the passing to be bind-
 of this Act by to or with the Limited Company or any trustees ing.
 or persons acting on behalf of the Limited Company or by to
 or with any other persons to whose rights and liabilities they
 have succeeded and at the passing of this Act 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 Limited Company or

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Actions &c.
not to abate.

10. Nothing in this Act contained shall release discharge or suspend any action or other proceeding which was pending by or against the Limited Company or any member thereof in relation to the affairs of the Limited Company or to which the Limited Company or any member thereof in relation to such affairs were parties immediately before the passing of this Act but 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 or in favour of or against the Limited Company or any member thereof if this Act had not been passed the Company and the shareholders therein being in reference to the matters aforesaid in all respects substituted for the Limited Company and its members respectively.

Indemnity.

11. Every person who (being authorised so to do) before the passing of this Act entered into any bond covenant contract or engagement on behalf of the Limited Company shall be indemnified out of the funds and property of the Company against all liability (including costs charges and expenses) which he may sustain or incur or be put unto by reason of his having entered into such bond covenant contract or engagement.

Company to
satisfy lia-
bilities of
Limited
Company.

12. From and after the passing of this Act and except as is by this Act otherwise expressly provided the Company shall in all respects be subject to and shall discharge all obligations and liabilities to which the Limited Company immediately before the passing of this Act were subject and shall indemnify the members directors officers and servants of the Limited Company and their respective representatives from all such obligations and liabilities and from all expenses and costs in that behalf.

Recovery of
gas rents &c.

13. All accounts for gas supplied and sums of money which immediately before the passing of this Act were due or accruing to the Limited Company shall be payable to and may be collected and recovered by the Company in like manner as if they were due or accruing to the Company.

As to pay-
ment of
debts owing
before pass-
ing of Act.

14. All persons who immediately before the passing of this Act owed any money to the Limited Company or to any person on their behalf shall pay the same with all interest (if any) due or accruing upon the same to the Company and all debts

and moneys which immediately before the passing of this Act were due or recoverable from the Limited Company or for the payment of which the Limited Company were or but for this Act would be liable shall be paid with all interest (if any) due or accruing upon the same by or be recoverable from the Company. A.D. 1913.

15. Notwithstanding the avoidance of the said memorandum and articles of association all certificates (until cancelled under the powers of this Act) sales transfers and dispositions heretofore made or executed under them for and with respect to any shares in the Limited Company shall remain in full force and continue and be available in all respects as if such memorandum and articles had not been avoided. Certificates &c. to remain in force.

16. All documents books and writings which if the said dissolution and avoidance had not taken place would have been receivable in evidence shall be admitted as evidence in all courts and elsewhere notwithstanding such dissolution and avoidance. Books &c. continued evidence.

17. All officers and servants of the Limited 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 and emoluments thereunto annexed until they shall resign the same or be removed therefrom by the Company 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. Officers to continue until removed.

CAPITAL.

18. The capital of the Company shall be forty-eight thousand pounds being the aggregate of the following amounts:— Capital.

- (1) Eighteen thousand three hundred and forty pounds divided into one thousand eight hundred and thirty-four ordinary shares of ten pounds each which is in this Act called "the original ordinary capital":
- (2) Twenty thousand pounds divided into two thousand preference shares of ten pounds each which is in this Act called "the original preference capital":
- (3) Nine thousand six hundred and sixty pounds which is in this Act called "the additional capital" and so much thereof as is raised by the creation and issue of

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ordinary shares or stock is in this Act called “additional ordinary capital” and so much thereof as is raised by the creation and issue of preference shares or stock is in this Act called “additional preference capital.”

Vesting of
original
capital in
present
shareholders.

19.—(1) The shares in the original ordinary capital and the original preference capital shall be appropriated to and vested in the several persons and corporations who immediately before the passing of this Act were the registered members of the Limited Company in proportion to their respective holdings in and in substitution for their shares in the Limited Company one ordinary share being substituted for each ordinary share of the Limited Company and one preference share being substituted for each preference share of the Limited Company.

(2) Every share so vested shall be deemed to be fully paid up and shall be subject and liable to the same trusts powers provisions declarations agreements charges liens and incumbrances as immediately before the passing of this Act affected the share or shares for which the same is or are substituted and so as to give effect to and not revoke any agreement deed or other instrument or any testamentary disposition of or affecting the same and every such agreement deed or other instrument or testamentary disposition shall take effect with reference to the shares 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 shares in the Limited Company are hereby expressly authorised and required to accept any ordinary or preference shares allocated to and vested in them pursuant to 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 shares in the Limited Company for which such shares created under or by virtue of this Act are 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 certifi-
cates.

20. The Company shall call in and cancel the existing certificates of shares in the Limited Company and issue in lieu thereof certificates in the form and under the conditions prescribed by the Companies Clauses Consolidation Act 1845 but no holder of any such shares shall be entitled to any certificate of proprietorship under this Act until he shall have delivered up to the Company to be cancelled the existing certificate of

proprietorship of shares in the Limited Company issued to him before the passing of this Act or shall have proved to the reasonable satisfaction of the directors of the Company the loss or destruction thereof but if any holder of any existing shares in the Limited Company neglect or omit to send or deliver to the Company his existing certificate or certificates for the period of one year after notice in writing sent by post to the address of such holder appearing in the shareholders' address book of the Limited Company the Company may retain any dividend declared or made payable upon or in respect of the shares substituted under the provisions of this Act for the shares so held by him until such existing 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 to the satisfaction of the directors of the Company.

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21. The Company may raise additional capital not exceeding in the whole nine thousand six hundred and sixty pounds by the creation and issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by one or other of those modes but the Company shall not issue any share of less nominal value than ten pounds Provided that it shall not be lawful for the Company to create and issue under the powers of this section any greater nominal amount of capital than shall be sufficient to produce including any premium which may be obtained on the sale thereof the sum of nine thousand six hundred and sixty pounds Provided also that the Company shall not raise by the issue of preference shares or stock a greater amount of such additional capital than four thousand eight hundred and thirty pounds.

Power to raise additional capital.

22.—(1) All shares or stock created under the powers of the section of this Act of which the marginal note is "Power to raise additional capital" shall be issued in accordance with the provisions of this section.

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

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

(A) Notice of the intended sale shall be given in writing to the clerk of each urban district council and rural

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district council whose district or any portion of whose district is 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 shares or stock of greater nominal value than one hundred pounds:

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

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

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

(4) Any shares or stock which have been offered for sale in accordance with subsection (2) or with subsections (2) and (3)

and are not sold shall be again offered for sale by public auction or by tender in accordance with the provisions of this section and any such shares or stock then remaining unsold may be otherwise disposed of at such price and in such manner as the directors may determine for the purpose of realising the best price obtainable. A.D. 1913.

(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 shares or stock sold the total amount obtained as premium (if any) and the highest and lowest prices obtained for the shares or stock.

23. Except as is otherwise by this Act provided the additional capital created by the Company under this Act shall be part of the general capital of the Company and the new shares or stock therein and the holders thereof respectively shall be entitled to the like rights of voting and any other rights qualifications and privileges in proportion to the amount of their shares or stock and be subject to the like provisions and liabilities as the holders of shares of the same class issued in substitution for existing shares under this Act. Privileges &c. of holders of additional capital.

LIMITATION OF PROFITS.

24. Except as is by this Act provided the profits of the undertaking to be divided among the holders of shares or stock of the Company in any year shall not exceed the following rates (in this Act referred to as "the standard rates of dividend") (that is to say):— Profits of Company limited.

On the original ordinary capital the rate of nine pounds in respect of every one hundred pounds of such capital and on the additional ordinary capital the rate of seven pounds in respect of every one hundred pounds actually paid up of such capital and on the original preference capital and additional preference capital the rate of six pounds in respect of every one hundred pounds actually paid up of such capital.

25. If in any half year the funds of the Company applicable to payment of dividends shall be insufficient to pay the full amount of dividend at the standard rates on each class of ordinary shares in the capital of the Company a proportionate reduction shall be made in the dividend of each such class. As to payment of dividends in certain events.

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RESERVE AND SPECIAL PURPOSES FUNDS &C.

Power to
create re-
serve fund.

26. Where in any half year the dividends which may be paid by the Company shall exceed the standard rates by reason of the price charged by the Company for gas in such half year being below the standard price then out of the amount of the divisible profits of the Company applicable to the payment of such excess of dividend the Company may in such half year set apart such sum as they shall think fit and all sums so set apart by the Company and any reserve or other fund (other than the renewal fund) of the Limited Company existing at the passing of this Act shall be invested in any securities in which trustees are authorised by law to invest money or in such other securities as shall be authorised by a resolution of the Company other than the debentures or stocks of the Company and the dividends and income arising from such securities shall be invested in the same or the like securities in order that the same shall accumulate at compound interest and the fund so formed shall be called "the reserve fund" and shall be applicable to the payment of dividends in any half year in which the clear profits of the Company shall be insufficient to enable the Company in such half year to pay the dividends at the authorised rates on the ordinary capital of the Company and save as in this Act provided no sum shall in any half year be carried by the Company to any reserve fund.

Power to
create a
special pur-
poses fund.

27.—(1) The directors of the Company may if they think fit in any half year appropriate out of the revenue of the Company as part of the expenditure on revenue account any sum not exceeding an amount equal to one-half per centum of the paid-up capital of the Company including premiums to a fund to be called "the special purposes fund."

(2) The special purposes fund shall be applicable only to meet such charges as a chartered accountant or an incorporated accountant being an auditor of the Company or appointed for the purpose by the Board of Trade shall approve as being—

(A) Expenses incurred by reason of accidents strikes or circumstances which due care and management could not have prevented; or

(B) Expenses incurred in the replacement or removal of plant or works other than expenses requisite for maintenance and renewal of plant and works.

(3) The maximum amount standing to the credit of the special purposes fund shall not at any time exceed an amount equal to one-tenth part of the paid-up capital of the Company including premiums. A.D. 1913.
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(4) The moneys forming the special purposes fund or any portion thereof may be invested in securities in which trustees are authorised by law to invest or may be applied for the general purposes of the Company to which capital is properly applicable or may be used partly in the one way or partly in the other.

(5) Resort may from time to time be had to the special purposes fund notwithstanding that the sum standing to the credit of the fund is for the time being less than the maximum allowed by this section.

28. If the clear profits of the undertaking in any half year (after appropriating and setting apart such sum or sums (if any) as may be determined upon under the powers of this Act to any fund or funds thereby authorised) amount to a larger sum than is sufficient to pay the dividends on the preference capital and the dividends at the authorised rates on the ordinary capital of the Company the excess shall be carried to the credit of the profit and loss (net revenue) account of the undertaking for the next following half year: Application
of excess of
profits.

Provided that the sum standing to the credit of such profit and loss (net revenue) account to be carried forward to the next following half year shall not at any time exceed the amount required to pay one year's dividends at the authorised rates on the preference and ordinary capital of the Company.

BORROWING POWERS.

29. 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 (inclusive of the aggregate sum of seven thousand pounds already borrowed by the Limited Company) one-third part of the amount of the capital of the Company which at the time of borrowing has been actually issued or raised by the Company under the powers or in pursuance of the provisions of this Act but no sum shall be borrowed in respect of any 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 the stock at the time of issue together Power to
borrow.

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Priority of
existing
mortgages.

30. All mortgages bonds and debentures granted by the Limited Company before the date of transfer and subsisting at the passing of this Act shall during the continuance of such mortgages bonds and debentures and subject to the terms thereof have priority over all mortgages and debenture stock granted or created and issued by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Arrears to
be enforced
by appoint-
ment 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 one thousand pounds in the whole.

Debenture
stock.

32. 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 or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages. Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Priority of
mortgages
over other
debts.

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

priority to or *pari passu* with the interest on their mortgages or debenture stock. A.D. 1913.

34. 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. Application of moneys.

MEETINGS.

35. The first ordinary meeting of the Company shall be held within six months after the passing of this Act at the Company's principal office or at such other place as the directors shall appoint and all subsequent ordinary meetings of the Company shall be held half yearly in the months of February or March and August or September in every year at the Company's principal office or at such other place and at such other time as shall be appointed for that purpose by an order of the directors. Ordinary meetings.

36. The quorum of general meetings (whether ordinary or extraordinary) of the Company shall be seven shareholders present in person or by proxy holding in the aggregate not less than one-twentieth of the paid-up capital of the Company. Quorum of general meetings.

37. The prescribed scale of voting shall be one vote for every ordinary share. Scale of voting.

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

DIRECTORS AND AUDITORS.

39. The number of directors shall be five but the Company may vary the number provided that the number be not at any time more than seven or less than three. Number of directors.

40.—(1) The qualification of a director shall be the possession in his own right of not less than two hundred pounds in the ordinary capital of the Company. Qualification of directors.

(2) If any of the directors shall be made bankrupt or shall go to reside abroad or shall become lunatic or of unsound mind

A.D. 1913. — or shall neglect to attend the meetings of directors for six months (unless such neglect to attend be occasioned by illness or by any other reasonable cause allowed by the directors) then in any of the cases aforesaid the office of such director shall become vacant and thenceforth he shall cease from voting or acting as a director.

(3) The continuing directors may act notwithstanding any vacancy in the number of directors.

Quorum of directors.

41. The quorum of a meeting of directors shall be three.

First directors.

42. Frank Courtenay Heffer Cecil John Heffer Walter James Peppercorn William Albert Schultz and Henry Claude Walker 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.

Election of directors.

43. At the first ordinary meeting held after the passing of this Act the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being if they continue qualified eligible for re-election and at the first ordinary meeting to be held in every year (other than the first ordinary meeting held after the passing of this Act) the shareholders present in person or by proxy shall (subject to the provisions herein-before contained allowing variation in the number of directors) elect persons to supply the places of directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

As to appointment of managing director.

44.—(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. A.D. 1913.

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

(4) The directors may entrust to and confer upon any managing director such of the powers exercisable 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.

45. The prescribed number of auditors shall be one but the number may be increased to two by a resolution of the shareholders 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 and need not hold shares in the Company. Auditors.

WORKS AND LANDS.

46. Subject to the provisions of this Act the Company may for the purposes of the undertaking enter upon take and use such of the lands delineated on the deposited plan and described in the deposited book of reference as they may require for the purposes of the undertaking. Power to take lands.

47. 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 plan 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 counties of Oxford and Wilts 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 clerks of the peace for the counties of Oxford and Wilts and such certificate shall be kept by such clerks of the peace with the other documents to which the same relate and thereupon the deposited plan and book [of reference shall be

Correction
of errors in
deposited
plan and
book of
reference.

A.D. 1913. deemed to be corrected according to such certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

Period for compulsory purchase of lands.

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

Power to purchase lands by agreement.

49. The Company may for the purposes of the undertaking purchase and take (by agreement but not otherwise) and may hold in addition to the lands described in the First Schedule to this Act any lands and hereditaments not exceeding in the whole five acres which they may require for the purposes of their works and the 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 described in the First Schedule to this Act.

Persons under disability may grant easements &c.

50. 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 or 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 sell and lease lands.

51. The Company may subject to the provisions of the Lands Clauses Consolidation Act 1845 sell or let on lease for such periods as they think fit any lands for the time being belonging to them and which may not at the time be required for the purposes of the undertaking and may retain and hold sell and dispose of any interest in or reversion to any lands so let and any such sale disposal or lease may be for such consideration and subject to such reservations stipulations restrictions and provisions and generally upon such terms and conditions as the Company think fit.

Construction and maintenance of gasworks &c.

52. Subject to the provisions of this Act the Company may in or upon the lands described in Part I. of the First Schedule to this Act maintain alter improve enlarge extend renew or discontinue the existing gas and other works of the Limited Company

and may upon those lands or any part thereof and upon the lands described in Part II. of the said schedule when such last mentioned lands shall have been acquired by the Company erect construct maintain alter improve enlarge extend renew or discontinue gasworks retorts gasholders drains sewers mains pipes machinery and other works and apparatus and conveniences and may do all such acts as they may think proper for making and storing gas and for supplying gas for public and private purposes in bulk or otherwise for lighting heating motive power or other purposes within the limits of supply and may make store and supply gas accordingly and may manufacture and convert all residual products resulting from the manufacture of gas by them.

A.D. 1913.

53. Subject to the provisions of this Act the Company may lay down place repair alter remove and renew mains pipes and culverts within the limits of supply for the purpose of procuring conducting or disposing of any oil or other materials used by them in or resulting from any manufacture of gas or any residual products thereof or for any purpose connected with their business 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 shall so far as applicable extend and apply to the laying down and placing repairing altering or removing and protection of such mains pipes and culverts.

Power to utilise pipes for ancillary purposes.

54. 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 Acts 1847 and 1871 shall apply as if the street were a street within the meaning of those Acts.

Power to lay pipes in private streets.

55. Notwithstanding anything in this Act contained or shown on the deposited plan or described in the book of reference the Company shall not enter upon take or use the whole or any part of the property belonging to Arthur Habgood Smith and numbered on the said plan 2 in the parish of Cricklade in the county of Wilts without the consent in writing of the said Arthur Habgood Smith or his successors in title.

For protection of Arthur Habgood Smith.

56. In executing the works and exercising the powers by this Act respectively authorised and conferred so far as they affect main roads repairable by the county council of Oxfordshire and county and main road bridges and approaches thereto so

For protection of Oxfordshire County Council.

A.D. 1913. — repairable in that county the following provisions for the protection of the said council shall have effect unless otherwise agreed on in writing between the council and the Company (that is to say) :—

- (1) Notwithstanding anything contained in this Act all pipes or works to be laid or constructed in or along any such road or any such approach to or in the roadway of any such bridge shall be laid and constructed in such position at the side thereof or in the roadside waste and at such depth not exceeding two feet as the council shall by writing under the hand of their surveyor (in this section referred to as "the surveyor") reasonably direct and if the surveyor shall in his discretion so require shall not be constructed or laid in upon or across the roadway of any bridge or any arch connected therewith but shall be carried by and on the outside of such bridge in such position and manner as the surveyor shall in writing reasonably direct:
- (2) All works of or connected with the laying down of pipes shall be so executed as not entirely to stop or unreasonably to interfere with the traffic of any such road or bridge or any approach thereto:
- (3) Nothing in this Act shall in any way limit or affect the powers of the council to divert widen or improve any road or to remove alter widen rebuild or repair any bridge or the approaches thereto in alongside or near to which any pipes of the Company are laid or carried or impose upon the council any liability which was not by law imposed upon them prior to the passing of this Act:
- (4) If at any time the council require to carry out works for rebuilding altering widening or repairing any bridge which might involve interference with any of the works or apparatus of the Company they shall before the commencement of such works give one month's notice in writing to the Company of their intention to carry out such works and if in order to avoid interruption to the supply of gas by the Company it is necessary to remove temporarily the mains and other appliances of the Company from such bridge then the Company shall (and they are hereby

authorised so to do) at their own expense temporarily carry their pipes across such bridge or at the side thereof in such manner as will not be a danger or inconvenience to the public or unreasonably interfere with the works to be carried out by the Council:

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—

- (5) When the rebuilding altering widening or repairing of such bridge shall have been completed the Company shall have the same rights and powers with regard to such bridge as they had before the works were carried out:
- (6) The notices required by section 8 of the Gasworks Clauses Act 1847 to be given by the Company shall be given not less than seven days instead of three days before beginning the intended works:
- (7) If any difference arises between the Company and the council touching this section or anything to be done thereunder such difference shall be settled by an arbitrator to be agreed upon or failing such agreement to be appointed by the Board of Trade on the application of either of the parties in difference.

57. The following provisions for the protection of the London and North Western Railway Company (herein-after referred to as "the railway company") shall be in force and have effect:—

For pro-
tection of
London and
North
Western
Railway
Company.

In laying down or executing or in effecting the repairs and renewals of any mains pipes or other works upon across over under or in any way affecting the railways lands or property now or hereafter belonging to or used or occupied by the railway company or the bridges approaches viaducts stations or other works or any level crossings over the railways of the railway company the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the railway company and only according to such plans to be submitted to and in such manner as shall be previously reasonably approved by him and in all things by and at the expense of the Company who also shall restore and make good the roads over any such bridges level crossings and approaches which the railway company are or may be liable to maintain and which may be disturbed or interfered with by or owing to any operations of the

A.D. 1913.

Company and all such works matters and things shall be constructed executed and done so as not to cause any injury to such railways bridges level crossings approaches viaducts stations works lands or property or interruption to the passage or conduct of traffic over such railways or at any station thereon And if any such injury or interruption shall arise from or be in any way owing to any of the acts operations matters and things aforesaid or the bursting leakage or failure of any such mains pipes or works under or near to any bridge or level crossing the Company shall make compensation in respect thereof to the said railway company the amount of such compensation unless agreed upon to be determined by arbitration in the manner herein-after provided :

Any dispute or difference which may arise between the railway company and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed by the Board of Trade on the application of the railway company and the Company or either of them.

For protec-
tion of Great
Western
Railway
Company
and of Great
Central
Railway
Company.

58. For the protection of the Great Western Railway Company and of the Great Central Railway Company (each of which companies is herein-after referred to as "the railway company") the following provisions shall unless otherwise agreed in writing between the railway company and the Company apply :—

- (1) In laying down and executing or in effecting the repairs or renewals of any mains pipes or other works in the exercise of the powers contained in this Act upon across or in any way affecting the railways lands and property now or hereafter belonging to or used or occupied by the railway company or the bridges approaches viaducts stations or other works or any level crossings over the railways of the railway company the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the railway company and only according to such plans and in such manner as shall be submitted to and as shall be previously reasonably approved by him in writing Provided that if the said

engineer does not express his approval or disapproval of the said plans within twenty-one days after the same shall have been submitted to him he shall be deemed to have approved thereof and if the said engineer shall refuse or neglect to superintend any operation after receiving seven days' notice in writing from the Company the Company may execute the work without his superintendence:

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—

- (2) All such works shall be done by and at the expense of the Company except as in this section otherwise provided who shall also restore and make good to the reasonable satisfaction of the said engineer the roads over any bridge or over any level crossing of the railway of the railway company or over the approaches to any such bridge or level crossing so far as the same may be disturbed or interfered with by or owing to any operations of the Company Provided always that should the railway company elect so to do where any mains or pipes require to be laid under or across any level crossing of their railway they may themselves lay the same at the costs charges and expenses of the Company:
- (3) All such works and operations and all matters incidental thereto shall be constructed executed and done so as to cause as little injury as may be to such railways bridges level crossings approaches viaducts stations works lands or property and so as to cause no interruption to the passage or conduct of traffic over such railways or at to or from any station thereon:
- (4) If any injury or interruption as aforesaid shall arise from or in any way be owing to any of the acts works operations and matters aforesaid or the leakage or failure of any such mains pipes or works on under or near to any railway bridge level crossing embankment cutting approach viaduct station lands works or property of the railway company the Company shall make compensation to the railway company in respect thereof the amount of such compensation unless agreed upon to be determined by arbitration in the manner herein-after provided:
- (5) If the railway company at any time or times hereafter require of which they shall be the sole judges

A.D. 1913.

to construct any additional or other works upon their lands or railways or to alter or repair their railways bridges viaducts or works upon across over or under which any of the works of the Company may have been constructed or laid the railway company may on giving to the Company fourteen days' notice in writing under the hand of their secretary or general manager and in case of emergency of which their engineer shall be the sole judge without notice divert support or carry the said works of the Company across over or under their lands railways bridges or works at any other point or otherwise deal with the same in as convenient a manner as circumstances will admit and doing as little damage as may be without being liable to pay compensation in respect of such diversion supporting carrying or dealing with such works Provided always that such diversions supporting carrying or dealing with such works shall be carried out in all respects at the expense of the railway company and to the reasonable satisfaction of the engineer for the time being of the Company who shall for this purpose be permitted at all times to enter upon the lands railways bridges roads or works of the railway company to examine the state and condition of such diversions supporting carrying or dealing with such works:

- (6) Any dispute or difference which may arise between the railway company and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed by the Board of Trade on the application of the railway company and the Company or either of them and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-
tion of Grand
Junction
Canal Com-
pany.

59. Notwithstanding anything contained in this Act or in the Acts incorporated therewith the Company shall not without the previous consent in writing of the Company of Proprietors of the Grand Junction Canal lay down or place any main pipe

culvert or other work in over or across any of the drawbridges herein-after described over the said canal (that is to say):— A.D. 1913.

(1) In the borough of Buckingham—

(A) Bridge No. 29 leading from Buckingham Wharf to the Stratford Road;

(B) Bridge No. 27 leading from Manor Farm to the Stratford Road:

(2) Bridge No. 26 at the lock at the boundary of the borough of Buckingham and the parish of Maids Moreton:

(3) Bridge No. 25 at Maids Moreton Mill:

(4) Bridge No. 24 at the boundary of the parishes of Maids Moreton and Foscott.

SUPPLY PRICE AND TESTING OF GAS.

60. The limits within which the Company may supply gas under this Act shall be— Limits for supply of gas.

In the county of Oxford—

The parishes of Barford St. John Barford St. Michael Bloxham Milton West Adderbury East Adderbury Deddington Milcombe South Newington Swerford Great Tew Little Tew Enstone Spelsbury Charlbury Chilson Stonesfield Shipton-under-Wychwood Milton under Wychwood Ascott Kingham and Fifield the urban district of Bicester and the parishes of Caversfield Chesterton Launton Fringford Stratton Audley and Newton Purcell:

In the county of Northampton—

The parishes of Woodford-cum-Membris Byfield Aynhoe and Eydon:

In the county of Bucks—

The borough of Buckingham and the parishes of Maids Moreton Tingewick Radclive-cum-Chackmore Marsh Gibbon and Barton Harthorn:

In the county of Wilts—

The parishes of Cricklade Lattan and Purton.

61. So long as the Company supply gas within the parishes of West Adderbury East Adderbury Milton and Bloxham the Banbury Gas Light and Coke Company shall not supply gas within the said parishes. Prohibition on supply of gas by Banbury Company within certain limits.

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Dividend
dependent
on price
charged.

62.—(1) The price to be charged by the Company for gas supplied by them within the limits of supply shall be four shillings and sixpence per one thousand cubic feet and such price is in this Act referred to as “the standard price”:

Provided that the Company may increase or reduce the price charged by them for gas above or below the standard price subject to a reduction or increase in the dividends payable by the Company on the ordinary capital as follows:—

In respect of any half year during any part of which the price charged by the Company for any gas supplied by them shall have been one penny or part of a penny above the standard price the dividends payable by the Company shall in respect of each penny or part of a penny by which the standard price shall have been so increased be reduced below the standard rates of dividend by two shillings and threepence on every one hundred pounds of ordinary capital with a nine per centum standard rate of dividend and by one shilling and ninepence on every one hundred pounds of such capital with a seven per centum standard rate of dividend and so in proportion for any fraction of one hundred pounds:

In respect of any half year during the whole of which the price charged by the Company for gas supplied by them shall have been one penny or more below the standard price the dividends payable by the Company may in respect of each penny by which the standard price shall have been so reduced be increased above the standard rates of dividend by two shillings and threepence upon every one hundred pounds of ordinary capital with a nine per centum standard rate of dividend and by one shilling and ninepence on every one hundred pounds of such capital with a seven per centum standard rate of dividend and so in proportion for any fraction of one hundred pounds.

(2) If in any half year the dividends payable on the ordinary shares shall comprise a fractional amount less than one-quarter per centum the directors may in their discretion add such fractional amount to the reserve fund or may defer the payment of such fractional amount until the payment of the next or some succeeding dividends and shall in their discretion either add such fractional amount to and pay the same

with such succeeding dividends accordingly or add the same to the reserve fund. A.D. 1913.

63.—(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 their limits of supply through any other kind of meter or by any other method of supply. Charge for gas supplied by means of prepayment meters.

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

(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 and 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.

64. The prescribed number of candles shall be fourteen.

Quality of gas.

65. For the purposes of the Gasworks Clauses Act 1871 the prescribed testing place shall be a testing place which has been provided by the Limited Company on the land firstly described or a testing place to be provided by the Company on any of the lands described in the First Schedule to this Act.

Testing place.

66.—(1) The quality of the gas supplied by the Company shall with respect to its illuminating power be such as to produce at any testing place when burned at the rate of five

Testing for quality.

A.D. 1913. — cubic feet per hour a light equal in intensity to the light produced by fourteen sperm candles of six to the pound each consuming one hundred and twenty grains of sperm per hour and shall be in all respects in accordance with the provisions of the Gasworks Clauses Act 1871.

(2) For testing the illuminating power of the gas the burner to be used shall be that known as the Metropolitan Argand No. 2 the photometer shall be the bar photometer or the table photometer the standard light shall be that supplied by Harcourt's ten-candle pentane lamp and in making the test the burner shall be so used as to obtain from the gas when burned at the rate aforesaid the greatest amount of light Provided that the Board of Trade may on the application of the Company or the local authority approve the use of any other burner photometer or standard light which may appear to the Board to be equally or more suitable for the testing.

(3) The Company shall provide all the apparatus required by this Act for the testing of gas and shall at all times keep the same in proper order and repair.

Pressure of
gas.

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

(2) Any gas examiner appointed under the Gasworks Clauses Act 1871 may for the purposes of this Act subject to the terms of his appointment at the testing place or at any public lamp as and when he thinks fit test the pressure at which the gas is supplied The Company shall afford to the examiner all reasonable facilities for making the test.

Saving as
to penalties.

68. No penalty shall be incurred by the Company for insufficiency of pressure defect of illuminating 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.

Power to
supply gas
fittings &c.

69.—(1) The Company may purchase sell let for hire fix repair and remove but shall not manufacture engines stoves ranges pipes and other gas fittings (in this section referred to

as "fittings") for lighting motive-power heating ventilating cooking or any other purposes and may provide all materials and work necessary or proper in that behalf and with respect thereto may demand and take such remuneration or rents and charges and make such terms and conditions as may be agreed upon.

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(2) Any fittings let for hire under the provisions of this section shall not be subject to distress or to the landlords' 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.

70.—(1) All gas engines apparatus fittings and appliances let by the Company on hire under the provisions of this Act 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 gas engines apparatus fittings and appliances have upon them respectively a distinguishing metal plate affixed to a conspicuous part thereof or a distinguishing brand or other mark conspicuously impressed or made thereon sufficiently indicating the Company as the actual owners thereof.

Engines &c. of Company let on hire though fixed to premises to remain property of Company.

(2) Nothing in this section shall affect the amount of assessment for rating of any premises upon which any gas engines apparatus fittings and appliances are or shall be fixed.

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

Gas consumers to give notice to Company before removing.

72. The Company may acquire take and use any leave licence or authority to work use exercise and put in practice any invention under letters patent made or to be made granting

Power to take licences for use of

A.D. 1913. any right or privilege of working using exercising or vending
 patents re- any invention in relation to the production manufacture utilis-
 lating to gas. tion or distribution of gas or materials used in or resulting
 from the manufacture of gas or any residual products thereof
 but not so as to acquire any exclusive right to the working
 using exercising or putting in practice of any such invention.

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

73. If any person is required by the Company to give to them security in respect of any supply of gas or for the payment of the price or rent of a meter and such security is made by way of deposit the Company shall pay interest at the rate of four 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.

Company
 may refuse
 to supply
 gas in cer-
 tain cases.

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

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

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

As to con-
 struction
 and placing
 of pipes &c.
 between
 mains and
 meters.

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

- (1) The Company may specify the size and material of the pipes with the fittings thereof which are to be laid by

the consumer on his own premises either in the first instance or on the occasion of any renewal between the Company's mains and the meter so far as such pipes and fittings are intended to be covered over :

- (2) The Company may if they think fit make different specifications for different classes of premises having regard to the probable maximum consumption of gas thereon at any one time :
- (3) The specification shall be published twice in some newspaper or once in each of two newspapers circulating within the limits of supply and a copy thereof shall be kept exhibited in the office or offices 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 pipes 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

A.D. 1913.

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
require use
of anti-fluc-
tuators for
gas engines.

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

Power to
enter pre-
mises and
remove
fittings.

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

Period of
error in
defective
meters.

79. 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.

Contracts for
supplying
gas for public
purposes.

80. The Company may enter into and fulfil any contract or arrangement with any county urban rural or local authority having powers within any part of the limits of supply for the supply of gas by the Company for public purposes for any

period not exceeding under any one such contract or arrangement seven years. A.D. 1913.

81. 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 in bulk upon such terms and conditions and for such periods not exceeding in any case seven years from the making of the contract as may be agreed upon but nothing in this section shall authorise the Company to lay any mains or interfere with any street beyond the limits of supply. Company may enter into contracts for supply of gas.

82. The agreement made the nineteenth day of June one thousand nine hundred and thirteen between the Banbury Gas Light and Coke Company of the one part and William Albert Schultz on behalf of the Company of the other part set forth in the Second Schedule to this Act is hereby confirmed and made binding on the Banbury Gas Light and Coke Company and on the Company. Confirmation of agreement with Banbury Gas Light and Coke Company.

MISCELLANEOUS.

83. The Company may purchase or take on lease houses cottages and buildings for persons in their employ and offices showrooms and other buildings for the purposes of their undertaking and may erect maintain and let any such buildings upon any lands for the time being belonging or leased to the Company. Dwelling-houses for Company's employees offices show-rooms &c.

84. 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. Notice to discontinue supply of gas.

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

86. Any notice to be served by the Company on a person supplied with gas shall be sufficiently authenticated by the signature of the secretary of the Company or other officer of the Company for the time being authorised in writing by the directors thereof being affixed thereto in writing or by a stamp or if it be a notice to pay any charge in respect of a supply of Authentication and service of notices by Company.

A.D. 1913. gas or gas fittings or appliances by the name either of the secretary or such other officer as aforesaid being affixed thereto in writing or in print or by a stamp and any such notice may be served on such person either personally or by sending the same through the post by a prepaid letter addressed to him by name at his last known or usual place of abode or of business or by delivering the same to some inmate at his last known or usual place of abode or business or to any inmate of the premises supplied or if such premises be unoccupied and the place of abode of the person to be served is after proper inquiry unknown it shall in the case of any notice not being a notice to pay any charge be sufficient to affix such notice or a copy thereof upon some conspicuous part of such premises.

Receipt in
case of per-
sons not sui
juris.

87. If any money is payable to a shareholder or 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.

Recovery of
demands.

88. Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Recovery of
penalties &c.

89. Save as otherwise by this Act expressly provided all offences against this Act and all penalties forfeitures costs and expenses imposed or recoverable under this Act or any byelaw made in pursuance thereof may be prosecuted and recovered in a summary manner Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts.

Copy of
Act to be
registered.

90. The Company shall deliver to the Registrar of Joint Stock Companies a printed copy of this Act and he shall retain and register the same and if such copy is 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 such copy 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. A.D. 1913.

91. 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 and may in whole or in part be charged against revenue. Costs of Act.

The SCHEDULES referred to in the foregoing Act

FIRST SCHEDULE.

DESCRIPTION OF GAS LANDS.

PART I.

(a) All that piece or parcel of land with the gasworks and buildings now standing and being thereon and containing by admeasurement 1 acre or thereabouts situate in the parish of West Adderbury in the county of Oxford and forming the south-eastern portion of the inclosure numbered 94 on the $\frac{1}{2500}$ Ordnance map Oxfordshire sheet X. 5 (2nd edition 1900) and which said piece of land is bounded on the south-west by the highway leading from West Adderbury to the main road between Banbury and Oxford and which said piece of land belongs to and is in the occupation of the Limited Company.

(b) All that piece or parcel of land with the gasworks and buildings now standing and being thereon containing by admeasurement 2 roods or thereabouts situate and being in Bicester Market End in the parish and urban district of Bicester and now in the occupation of the Limited Company and which premises are bounded on the south-west by the main road leading from Bicester to Aylesbury on the south-east in part by land and cottages belonging to divers owners and in other part by the Oxford and Bletchley branch of the London and North Western Railway and on the north-west by the inclosure numbered 153 on the $\frac{1}{2500}$ Ordnance map Oxfordshire sheet XXVIII. 10 (2nd edition 1900).

(c) All that piece or parcel of land with the gasworks and buildings now standing and being thereon and containing by admeasurement $1\frac{3}{4}$ roods or thereabouts situate in the said parish of Charlbury and

A.D. 1913. — bounded on the north-east by the Oxford Worcester and Wolverhampton section of the Great Western Railway and on the north-west by the main road leading from Charlbury to Burford and on the south-west by the inclosure numbered 58 on the $\frac{1}{2500}$ Ordnance map Oxfordshire sheet XX. 16 (2nd edition 1899) and which said piece of land belongs to and is in the occupation of the Limited Company.

(d) All those pieces or parcels of land with the gasworks and buildings now standing and being thereon and containing by admeasurement $\frac{3}{4}$ rood or thereabouts situate in the parish of Shipton-under-Wychwood in the county of Oxford bounded on the east and north-east by a private road called Sinnells Lane on the south by the public highway leading from Shipton-under-Wychwood to Ascott and on all other sides by the inclosure numbered 68 on the $\frac{1}{2500}$ Ordnance map Oxfordshire sheet XXV. 1 (2nd edition 1899) and which said pieces or parcels of land belong to and are in the occupation of the Limited Company.

(e) All those pieces or parcels of land with the gasworks and buildings now standing and being thereon and containing in the whole by admeasurement 2 roods 16 poles or thereabouts in the borough of Buckingham bounded on the north-west by the River Ouse on the north-east by Bridge Street on the south-west by Ford Street on the south-east in part by a private cart road leading from Ford Street to the gasworks and in part by land belonging or reputed to belong to the Aylesbury Brewery Company and on the south in part by the said private road and partly by premises belonging or reputed to belong to H. Jones and Sarah Ann Elizabeth Padey and which first said pieces of land belong to and are in the occupation of the Limited Company.

(f) All that piece or parcel of land with the gasworks and buildings now standing and being thereon and containing by admeasurement 1 acre or thereabouts situate in the parish of Woodford-cum-Membris in the county of Northampton and forming the southern portion of the inclosure numbered 215a on the $\frac{1}{2500}$ Ordnance map Northamptonshire sheet LXIX. 12 (2nd edition 1900) and now in the occupation of the Limited Company.

(g) All that piece or parcel of land with the gasworks and buildings now standing and being thereon and containing by admeasurement 24 poles or thereabouts situate in the parish of Cricklade in the county of Wilts bounded on the north-east by the road known as Mutton Lane on the north-west by the inclosure numbered 57 on the $\frac{1}{2500}$ Ordnance map Wiltshire sheet V. 14 (2nd edition 1900) and which said piece of land belongs to and is in the occupation of the Limited Company.

PART II.

(a) All that triangular piece of land containing 700 square yards or thereabouts situate and being in Bicester Market End in the parish and urban district of Bicester in the county of Oxford with certain cottages

erected thereon lying to the south of and adjoining the existing gas-works of the Limited Company and bounded on the south-west by the main road leading from Bicester to Aylesbury and on the south-east by the Oxford and Bletchley branch of the London and North Western Railway.

A.D. 1913.
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(b) All that piece of land containing 1 acre 1 rood 8 poles or thereabouts situate in the parish of Charlbury in the county of Oxford forming a portion of the inclosure numbered 58 on the $\frac{25}{100}$ Ordnance map Oxfordshire sheet XXII. 16 (2nd edition 1899) and which said piece of land is bounded on the north-east and north-west by the lands now occupied by the Limited Company's works and on the south-east and south-west by lines drawn from the two extremities of the said Limited Company's lands and parallel to the respective frontages of the same to the Burford and Charlbury Road and the Oxford Worcester and Wolverhampton section of the Great Western Railway.

(c) All that triangular piece of land containing $3\frac{1}{4}$ roods or thereabouts situate in the parish of Cricklade in the county of Wilts and forming the portion of the inclosure numbered 57 on the $\frac{25}{100}$ Ordnance map Wilts sheet V. 14 (2nd edition 1900) which lies to the south of the public footpath leading from Mutton Lane to West Mill.

SECOND SCHEDULE.

AN AGREEMENT made the nineteenth day of June one thousand nine hundred and thirteen between THE BANBURY GAS LIGHT AND COKE COMPANY (herein-after called "the Banbury Company") of the one part and WILLIAM ALBERT SCHULTZ on behalf of THE UNITED DISTRICT GAS COMPANY (herein-after called "the United Company") of the other part.

Stamp.


 Ten shillings.

WHEREBY it is agreed as follows:—

1. Subject to the provisions of this agreement the Banbury Company shall give and the United Company shall take a supply in bulk of such quantity of gas as the United Company shall from time to time require for distribution by them within the parishes of West Adderbury East Adderbury Milton Bloxham and Deddington in the county of Oxford and any other parishes within the limits of supply of the United Company under the United District Gas Act 1913 which that Company may supply from the gasworks of the United Company situate in the parish of West Adderbury.

2. Such supply shall be commenced as soon after the Royal Assent to the said Act as the Banbury Company are able to give the same and in any case not later than the expiration of six calendar months from the date of such Royal Assent.

A.D. 1913.

3. The gas to be supplied by the Banbury Company to the United Company under this agreement shall be delivered by the Banbury Company into the gas holder or holders of the United Company at their said West Adderbury works and at such pressure as to balance a column of water not less than eight inches in height at the point at which the main enters the said gas holder or holders.

4. The gas to be supplied by the Banbury Company to the United Company under this agreement shall be of such illuminating power and quality in all respects as shall be necessary to enable the United Company to supply gas within the said parishes in compliance in all respects with the provisions of the United District Gas Act 1913 and the Acts incorporated therewith.

5. The United Company shall provide and thereafter maintain at their said West Adderbury works a suitable apparatus for testing the gas supplied under this agreement and the Banbury Company shall at all reasonable times have free access to such testing apparatus for the purpose of testing such gas.

6. The gas to be supplied by the Banbury Company under this agreement shall immediately before it enters the said gas holder or holders pass through and be measured by the station meter of the United Company at their said West Adderbury works. During the term of this agreement the said meter shall be under the control of the Banbury Company but any officer appointed by the United Company shall at all reasonable times be entitled on giving twenty-four hours' previous notice to the Banbury Company to inspect the meter or meters and apparatus connected therewith for the purpose of ascertaining the quantity of gas so supplied. The readings of the said meter shall be taken by the representative of the Banbury Company in the presence of the representative of the United Company on every thirty-first day of March thirtieth day of June thirtieth day of September and thirty-first day of December during the continuance of this agreement and subject as herein-after provided such readings shall be conclusive as to the quantity of gas supplied by the Banbury Company to the United Company during the period to which such readings relate. Provided that if any of the days herein-before appointed for reading the said meter or meters shall fall on a Sunday or a public holiday then the said meter or meters shall be read on the first day thereafter which is not a public holiday or a Sunday. The said meter shall be maintained by the Banbury Company in proper repair and working condition and the United Company shall from time to time pay to the Banbury Company the cost of such maintenance.

7. Either party hereto may at any time at their own expense examine and test the said meter and if the same shall be found to be out of order the meter shall be forthwith put in order or if necessary removed and replaced by another meter by the United Company at

the expense of the United Company and the quantity of gas supplied during any period during which the meter shall have been out of order shall be deemed to have been the same as the quantity supplied during the like period in the immediately preceding year. A.D. 1913.

8. The United Company shall pay the Banbury Company for the gas supplied under this agreement at the following rates (namely):—

- (1) If the quantity of gas supplied in any year shall not exceed four million cubic feet at the rate of two shillings and one penny per one thousand cubic feet of gas supplied during such year:
- (2) If the quantity of gas supplied in any year shall exceed four million cubic feet at the rate of two shillings per one thousand cubic feet of gas supplied during such year:

Provided that if at any time hereafter the Banbury Company shall supply any consumer other than the United Company at a less price or rate than two shillings per one thousand cubic feet the above rates of two shillings and one penny and two shillings shall be reduced by the difference between two shillings and such less price or rate.

9. The Banbury Company shall within fourteen days after every thirty-first day of March thirtieth day of June thirtieth day of September and thirty-first day of December deliver to the United Company an account showing the quantity of gas supplied to the United Company during the preceding quarter of a year and within twenty-one days after receipt of every such account the United Company shall pay to the Banbury Company the amount due for the gas supplied during the quarter to which such account relates. In making out such accounts and ascertaining the payments to be made by the United Company to the Banbury Company for the first three quarters in each year the rates mentioned in the last preceding clause hereof shall be applied proportionately and any necessary adjustment shall be made in the account and payment for the last quarter of each year.

10. The Banbury Company shall indemnify the United Company against all penalties damages losses costs and expenses which the United Company may incur or sustain by reason or in consequence of the gas supplied by the Banbury Company under this agreement not being of the illuminating power quality and pressure provided for by this agreement or the supply of such gas by the United Company to their consumers or by reason or in consequence of any other failure on the part of the Banbury Company to comply with their obligations under this agreement.

11. This agreement may be determined at the expiration of ten years from the date of the Royal Assent to the United District Gas Act 1913 or at the expiration of any subsequent year by either of the parties hereto giving to the other of them two years previous

A.D. 1913. — notice in writing determining the same and until so determined this agreement shall continue in force.

12. In this agreement the expression "year" shall mean a period of twelve calendar months expiring on an anniversary of the Royal Assent to the said Act.

13. In case any difference or dispute shall arise between the parties hereto as to the meaning or effect of this agreement or any clause hereof or the rights duties or liabilities of either party hereunder such difference or dispute shall be referred to a single arbitrator to be appointed failing agreement by the President for the time being of the Institution of Gas Engineers.

14. This agreement is conditional upon the same being confirmed by Parliament during the present session and is subject to all such alterations as Parliament shall see fit to make therein Provided that if either House of Parliament shall make any material alteration in this agreement it shall be competent for either party to withdraw from the same.

In witness whereof the Banbury Company has caused its common seal to be hereunto affixed and the said William Albert Schultz has hereunto set his hand.

One part { The common seal of the Banbury
Gas Light and Coke Company
was hereunto affixed in the
presence of
T. EDWIN D. GARRETT }

I.S.

Chairman of the Banbury Gas Company.

Other part { Signed by the above-named
William Albert Schultz in the
presence of
M. A. PETT
Clerk
50 Cannon St. E.C. }

W. A. SCHULTZ.

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