CHAPTER lxxv.

An Act to extend the limits of supply of the Grays and Tilbury Gas Company to authorise the Grays and Tilbury Gas Company to acquire certain other gas undertakings and for other purposes. A.D. 1913.

[15th August 1913.]

WHEREAS by the Grays and Tilbury Gas Act 1907 (herein-after referred to as "the Act of 1907") the Grays Gas Company (Limited) was dissolved and the proprietors therein were re-incorporated by the name of "The Grays and Tilbury Gas Company" (herein-after called "the Company") and were empowered to supply gas within certain limits of supply comprising the parishes of Grays Thurrock West Thurrock Little Thurrock Stifford Chadwell Saint Mary West Tilbury East Tilbury Aveley North Ockendon South Ockendon Wennington and Rainham in the county of Essex: 7 Edw. 7. c. xxxv.

And whereas there are certain parishes and places adjoining or in the vicinity of the existing limits of supply of the Company of which some are not now supplied with gas and others are being supplied otherwise than under statutory authority and it would be of public and local advantage that the Company should be authorised to supply gas within the parishes and places in the county of Essex herein-after in this Act enumerated:

And whereas by the Stanford-le-Hope Gas Order 1905 scheduled to and confirmed by the Gas Orders Confirmation Act 1905 the Stanford-le-Hope Gas Company Limited were authorised to supply gas within an area defined in that Order and comprising the parishes of Mucking Orsett Horndon-on-the-Hill Stanford-le-Hope Corringham Fobbing and Langdon Hills in the said county of Essex: 5 Edw. 7. c. cxx.

And whereas by the said Order of 1905 it was provided that the share capital of the Stanford-le-Hope Gas Company

A.D. 1913.

Limited for the purposes of the undertaking authorised by that Order should not exceed £18000 unless the said company were thereafter authorised to raise further additional capital as therein provided and it was also provided by the said Order of 1905 that the amount of all moneys borrowed by the said company and secured by mortgage of the undertaking should not at any time exceed in the whole one-third of the amount of the capital of the said company at any time actually raised by the issue of shares or stock:

And whereas the Stanford-le-Hope Gas Company Limited have created and issued five thousand three hundred and ten ordinary shares of one pound each entitled to a maximum dividend of ten per centum per annum and such shares are fully paid up and the said company have raised by mortgage debentures the sum of £1040:

And whereas Frederick Thomas Lovett William Cheesman William Brown Reidie Sydney Algernon Cheesman Cyril Claude Cheesman and Henry George Gaskin carrying on business as the Laindon Gas Company are supplying gas within parts of the parishes of Langdon Hills and Lee Chapel in the said county of Essex but without any statutory authority to do so:

And whereas Worthington Church of Southminster in the county of Essex is also supplying gas within the parishes of Great Burstead Rayleigh Thundersley Hadleigh and Hockley in the said county of Essex but without any statutory authority to do so:

And whereas the several parishes herein-before mentioned in which the said companies and the said Worthington Church respectively are supplying gas or parts thereof are comprised within the limits of supply of the Company as extended by this Act:

And whereas the Company have agreed with the aforesaid companies respectively and with the said Worthington Church for the acquisition by the Company of the undertakings carried on by them respectively and the lands works and property held and used in connexion therewith:

And whereas by the Act of 1907 the capital of the Company was defined and made to consist of—

£10000 in 1000 shares of £10 each entitled "A" ordinary capital;

£54000 in 5400 shares of £10 each entitled "B" ordinary capital; and

£86000 of additional capital to be called "B" ordinary capital:

And whereas the "A" ordinary capital is entitled subject to the provisions of the Act of 1907 with respect to the increase or reduction of dividend in relation to the price charged for gas to a dividend at the rate of £10 per centum per annum and the "B" ordinary capital is entitled subject to the said provisions of the Act of 1907 to a dividend at the rate of £7 per centum per annum:

And whereas the whole of the "A" ordinary capital has been issued and is fully paid up and all the 5400 shares of the "B" ordinary capital have been issued and are fully paid up and of the additional "B" ordinary capital authorised to be raised by the Act of 1907 the Company have created 2600 shares of £10 each all of which have been issued and are fully paid up:

And whereas after deducting the premiums received in respect of the issue of capital the Company have under the Act of 1907 power to raise a further sum of £58655:

And whereas by the Act of 1907 the Company were authorised to borrow on mortgage of their undertaking any sum or sums not exceeding in the whole (including the sum of £14275 borrowed on mortgage or bond or debenture by the Grays Gas Company (Limited) and then owing) one-third part of the amount of the capital authorised by the Act of 1907 and the Company were authorised to create and issue debenture stock:

And whereas the said sum of £14275 borrowed by the Grays Gas Company (Limited) was raised by the issue of terminable debentures and of the said debentures there is now outstanding a sum of £200 bearing interest at the rate of four per centum per annum and a sum of £3175 bearing interest at the rate of four and a half per centum per annum:

And whereas the Company have raised by the creation and issue of debenture stock bearing interest at the rate of four per centum per annum the sum of £24095 and in respect of the capital created and issued under the Act of 1907 they have unexercised borrowing powers amounting to £2978:

A.D. 1913.

And whereas the demand for the supply of gas within the existing limits of supply of the Company is increasing and with a view to meeting such demand and making the necessary provisions for the supply of gas within the extended limits of the Company and for the other purposes of this Act and the general purposes of the Company it is expedient that the Company should be authorised to raise additional capital as by this Act provided:

And whereas it is expedient that the other provisions contained in this Act should be made:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

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

Short title.

1. This Act may be cited as the Grays and Tilbury Gas Act 1913.

Incorporation of Gasworks Clauses Act 1847.

2. The Gasworks Clauses Act 1847 (except sections 30 to 34 both inclusive) as amended by the Gasworks Clauses Act 1871 is hereby incorporated with this Act so far as the provisions thereof are applicable for the purposes and are not inconsistent with or varied by the provisions of this Act:

Provided that—

(A) Section 13 of the said Gasworks Clauses Act 1847 in its application to the Company 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;

(B) Section 35 of the same Act in its application to the Company shall be read as if the words from "in case the whole" down to "have been paid" were omitted therefrom;

(C) Notwithstanding anything contained in the Gasworks Clauses Act 1871 the provisions of sections 128 to

132 (both inclusive) of the Lands Clauses Consolidation Act 1845 shall not apply to any lands acquired by the Company by agreement. A.D. 1913.

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The consolidation of the shares into stock;

The making of dividends;

The giving of notices; and

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

and Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts shall so far as the same are respectively applicable and except so far as the same may be varied by or be inconsistent with the provisions of this Act extend and apply to the Company in respect of the additional capital which they are by this Act authorised to raise.

4. In this Act the several words and expressions to which meanings are assigned by the Acts partially incorporated herewith shall have the same respective meanings unless there be something in the subject or context repugnant to such construction and in this Act the expression "the Company" means the Grays and Tilbury Gas Company. Interpretation.

5.—(1) From and after the passing of this Act the existing limits of supply of the Company shall be extended so as to Extension of limits of supply.

A.D. 1913.

include the following parishes and places in the county of Essex (that is to say):—

Basildon North Benfleet South Benfleet Bowers-Gifford Bulphan Great Burstead Little Burstead Buttsbury Childerditch Corringham Downham Dunton so much of the parish of Eastwood as lies to the north and west of an imaginary straight line drawn from the point in Great Wood where the boundaries of the parishes of Eastwood Hadleigh and Leigh meet in a north-easterly direction to the boundary between the parishes of Eastwood and Rochford at or immediately to the north of Blatches Farmhouse Fobbing Hadleigh Hawkwell (excepting so much of that parish as is bounded on the north by the road leading northward and eastward from Saint Mary's Church and across the Southend Branch Railway of the Great Eastern Railway Company to the Rochford parish boundary on the east and south by the Rochford parish boundary and on the west by the said Southend Branch Railway) Hockley (excluding Hockley detached) East Horndon West Horndon Horndon-on-the-Hill Laindon Langdon Hills Lee Chapel Mucking Mountnessing (excepting so much of that parish as lies on the west side of a line drawn from the point at which the Hutton parish boundary crosses the said Southend Branch Railway south-west of Clapgate Wood through Mountnessing Hall to the point at which the boundaries of the parishes of Buttsbury Ingatestone and Mountnessing meet) Nevenden Orsett Pitsea Ramsden Bellhouse Ramsden Crays Rawreth Rayleigh Runwell Stanford-le-Hope Stock Thundersley Vange Wickford and those parts of the parishes of Cranham Great Warley and Little Warley which lie to the southward of the Midland Railway Company's line to Southend.

(2) The Company shall have and may exercise within the said parishes and places all and the like powers privileges and authorities for and in relation to the supply of gas and shall be subject to all and the like duties liabilities and obligations in respect thereof as they for the time being have and are subject to within the remainder of their limits of supply.

Provision in case of mains not being laid down

6. If at any time after the expiration of five years from the passing of this Act the Company have not laid down mains for the supply of gas within any parish mentioned in the

section of this Act of which the marginal note is "Extension of limits of supply" so far as such parish is included under the provisions of this Act within the limits of supply of the Company this Act shall not be deemed to prevent any company person or local authority having statutory power so to do from supplying gas in such parish and the Company shall not oppose otherwise than upon details any application by the council of any urban district in which any such parish or any part thereof may hereafter be comprised for an Act of Parliament or Provisional Order for the purpose of providing such supply and for the repeal of the powers of the Company in that behalf.

within a limited period.

7. Subject to the provisions of this Act the Company may upon the lands described in the First Schedule to this Act or any of those lands so soon as they shall have acquired the same alter improve continue erect maintain enlarge extend and renew or discontinue gasworks retorts gasometers receivers drains sewers mains pipes meters lamps lamp-posts burners stop-cocks 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 may make and store gas and may supply the same within any part of the limits of the Company for the supply of gas as extended by this Act.

Construction and maintenance of gasworks &c.

8. The Company may for the general purposes of their undertaking purchase take and hold by agreement (but not otherwise) in addition to the lands described in the First Schedule to this Act and in addition to any lands which the Company are authorised to acquire under the powers of the Act of 1907 any lands and hereditaments not exceeding in the whole ten acres which the Company may require for the purposes of their works and undertaking but the Company shall not create or permit a nuisance on any such lands and no lands shall be used by the Company for the purpose of manufacturing gas except the lands described in the schedule to the Act of 1907 or in the First Schedule to this Act and no lands shall be used by the Company for the purpose of manufacturing residual products arising in the manufacture of gas except the lands described in the schedule to the Act of 1907 and Schedule A to the Stanford-le-Hope Gas Order 1905.

Purchase of lands by agreement.

9. Notwithstanding anything contained in this Act or any Act incorporated with this Act the following provisions for the

For protection of Great Eastern

A.D. 1913.

Railway Company.

protection of the Great Eastern Railway Company (herein-after called "the railway company") shall unless otherwise agreed in writing between the parties be in force and have effect and be binding on the Company:—

(1) In laying down and in executing any works in connexion with the laying down or the repair and renewal of any mains pipes or other works which the Company may by this Act be authorised to lay down and execute upon across over under or in any way affecting the railways lands or property belonging to the railway company or the bridges approaches viaducts stations or other works or any level crossings of or repairable by 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 in accordance with plans and sections to be previously submitted to and reasonably approved by him and in all things by and at the expense of the Company who shall also restore and make good the roads over any such bridges level crossings and approaches which the railway company is or may be liable to maintain and which may be disturbed or interfered with by or owing to any operations of the Company:

Provided always that if such principal engineer shall not approve or disapprove any plans or sections so submitted to him within twenty-eight days after the same are delivered or shall refuse or neglect to superintend the work the Company may proceed with the same without the approval of the said plans or sections and without the superintendence of the said principal engineer:

(2) 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 the traffic over such railways and if any 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 such bridge

level crossing or other property the Company shall make compensation in respect thereof to the railway company and the amount of such compensation in default of agreement shall be determined by arbitration in manner herein-after provided:

(3) Any difference which may arise between the railway company and the Company under the provisions of this section shall be settled by arbitration by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of the railway company and the Company or of either of them after notice to the other and the provisions of the Arbitration Act 1889 shall apply to such arbitration.

For protection of Midland Railway Company.

10. From the date of the passing of this Act all obligations of the Laindon and District Gas Light Coke and Water Company Limited (so far as they relate to the gas undertaking of that company) and of the Laindon Gas Company under any agreements made between either of those companies and the London Tilbury and Southend Railway Company shall be binding upon the Company and the said agreements shall be read and construed as if the name of the Company had been inserted therein in place of the name of the Laindon and District Gas Light Coke and Water Company Limited or of the Laindon Gas Company.

For further protection of Midland Railway Company.

11. In executing any works in the extended limits of supply of the Company where the same will cross over or under or otherwise affect any railway lands or property of the Midland Railway Company (herein-after referred to as "the Midland Company") the Company shall (except so far as it may be otherwise agreed between the Midland Company and the Company) be subject to the following conditions:—

(1) All such works shall be executed under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer for the time being of the Midland Company and according to plans and drawings to be previously submitted to and reasonably approved by him or in case of difference by an arbitrator appointed in pursuance of this section Provided that if for twenty-eight days after such plans and drawings shall have been

A.D. 1913.

submitted to the said engineer he shall fail to give notice to the Company of his objections thereto he shall be deemed to have approved thereof:

(2) If within twenty-eight days after the receipt of any such plans and drawings the Midland Company give to the Company notice that they themselves desire to execute any part of the work (other than the actual lying down of the mains which shall be done by the Company) which will cross over or under any railway or work belonging to them the Midland Company may themselves execute such part of the work and recover the reasonable costs thereof from the Company:

(3) All works which the Company may execute under this section shall be so constructed as to cause no injury to the railways or works of the Midland Company or interruption to the passage or conduct of traffic over the same and if in consequence of the execution maintenance or failure of such works any injury be caused to the said railways or works or any interruption be caused to the traffic the Company shall make full compensation to the Midland Company in respect of such injury or interruption the amount of such compensation unless agreed upon to be determined by arbitration as herein-after provided:

(4) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the employment by the Midland Company during the execution of the work affecting the traffic on their railways of a sufficient number of inspectors watchmen and signalmen to be appointed by the Midland Company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors:

(5) Any additional expense which the Midland Company may reasonably and properly incur in maintaining their railway bridges and works by reason of the

existence of any mains or pipes of the Company laid under the powers of this Act across over or under such bridges or works shall be paid by the Company:

(6) Any dispute or difference which may arise between the Midland 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 (in default of agreement) by the President of the Institution of Civil Engineers on the application of the Midland Company or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Southend Waterworks Company.

12.—(1) Whenever the Company in exercise of the powers of this Act require to execute any work over under or within three feet of any main pipe or apparatus belonging to the Southend Waterworks Company (in this section referred to as "the Southend Company") or whenever the Southend Company in the exercise of their statutory powers require to execute any work over under or within three feet of any main pipe or apparatus of the Company the Company or the Southend Company as the case may be (in this section referred to as "the operators") shall unless otherwise agreed between the parties interested give to the Southend Company or to the Company as the case may be (in this section referred to as "the owners") not less than twenty-four hours' notice before commencing to execute any such work as aforesaid except in cases of emergency and then so soon as is possible after the beginning of the work or the necessity for the same shall have arisen and the owners shall be entitled by their officer to superintend the work and the operators shall conform with such reasonable requirements as may be made by the owners or such officer for protecting from injury every such main pipe or apparatus and for securing access thereto and shall also if required so to do by the owners repair any damage that may be done thereto.

(2) Where the operators find it necessary to undermine any such main pipe or apparatus they shall temporarily support the same in position during the execution of their works and before completion provide a suitable and proper foundation for the same where so undermined.

A.D. 1913.

(3) If the operators make default in complying with any of the requirements of this section they shall make full compensation to the owners for any loss damage penalty or costs which they may incur by reason thereof.

(4) Any question or difference which may arise between the Company and the Southend Company under this section shall be settled by an engineer to be agreed upon or failing such agreement to be appointed upon the application of either of the parties in difference after notice to the other by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Essex Sewers Commissioners.

13. For the protection of the commissioners of sewers for the levels of Rainham Wennington West Thurrock and Aveley Chadwell Little Thurrock and Grays East Tilbury West Tilbury and Childerditch in the county of Essex (herein-after referred to as "the commissioners") the following provisions shall notwithstanding anything contained in this Act or any Act wholly or partially incorporated therewith apply and have effect unless otherwise agreed in writing between the commissioners and the Company:—

(1) The Company shall not commence any works for laying any main or pipe over under by the side of against or so as in any manner to interfere with any sewer drain culvert bridge tunnel building watercourse river walling bank or work belonging to or within or under the jurisdiction or control of the commissioners or which may in any way affect the drainage of or works for the protection from inundation or flooding of lands within the levels or districts within or under their jurisdiction or control until the Company shall have given to the commissioners fourteen days' notice in writing of their intention to commence the same by leaving such notice at the office of the clerk of the commissioners with plans sections and other necessary particulars of the construction of the said works and until the commissioners shall have signified their approval of the same and if the commissioners fail to signify such approval or their disapproval or other directions within fourteen days after service of the said notice and delivery of the said plans

sections and other particulars as aforesaid they shall be deemed to have agreed to the construction of the said works:

(2) The Company shall comply with and conform to all reasonable directions and requirements of the commissioners in the execution and subsequent maintenance of the said works of the Company and shall provide by new altered or substituted works in such manner as may reasonably be necessary for the proper protection of and for preventing injury or impediment to or interference with any such sewer drain culvert bridge tunnel building or watercourse and for the proper protection of and for preventing injury to or interference with any such river walling bank or other work by or by reason of the said works of the Company or any part thereof and shall save harmless the commissioners against all and every expense to be occasioned thereby:

(3) All such works (including any such new altered or substituted works as aforesaid) shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the commissioners at the costs charges and expenses in all respects of the Company:

(4) When any such new work as is herein-before provided for shall be completed by the Company the same shall thereafter be maintained by the Company to the reasonable satisfaction of the engineer of the commissioners and shall be as fully and completely under the direction jurisdiction and control of the commissioners as the work for which the same is substituted:

(5) Nothing in this Act or in any of the Acts herein-before referred to shall interfere with the right of the commissioners at any time or times to remove alter or rebuild any bridge river walling bank or other work belonging to or within or under the jurisdiction or control of the commissioners or the approaches thereto over under near to or attached to which any main or pipe of the Company is or may be carried in the same manner as they might have removed altered

A.D. 1913.

or rebuilt such bridge river walling bank or other work or the approaches thereto if this Act or the said Acts had not been passed and such main or pipe had not been laid over under or near to or attached to such bridge river walling bank or other work and in the event of any such bridge river walling bank or other work or the approaches thereto over under or near to or attached to which any such main or pipe is laid being removed altered or rebuilt as aforesaid the Company shall if required by the commissioners alter at the cost of the Company the position of such main or pipe and any work by which the same is carried over under or near to or attached to such bridge river walling bank or other work or the approaches thereto as aforesaid:

(6) All reasonable costs charges and expenses which the commissioners may be put to by reason of the works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the commissioners by the Company on demand:

(7) Any difference which may arise between the commissioners and the Company under the provisions of this section shall be referred to and determined by an engineer to be agreed upon between them and failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and subject thereto the provisions of the Arbitration Act 1889 shall apply to such reference.

For protection of Essex County Council.

14. For the protection of the county council of the administrative county of Essex (in this section called "the county council") the following provisions shall unless otherwise agreed in writing between the Company and the county council apply and have effect within the parishes added under the provisions of this Act to the existing limits of the Company for the supply of gas (and which parishes are in this section called "the added limits") (that is to say):—

(1) In the case of the trunk mains to be laid down by the Company under the powers of this Act as shown

upon the plan signed by Arthur William Sumner on behalf of the Company and by Percy John Sheldon on behalf of the council the Company shall not permit any trench made by them in any main road vested in and maintainable by the county council to be open for a greater consecutive distance than four hundred yards if in such length of four hundred yards there is not room throughout for two carts to pass one another and in the case of any other main to be laid down in any such road under the powers of this Act there shall not in like circumstances be more than two hundred consecutive yards in length of trench open at any one time and the Company shall provide or pay the reasonable cost of providing two persons to manage and regulate the passing traffic while any trench referred to in this subsection shall remain open:

(2) All mains and pipes of the Company where the same are carried in along or over any main road for the time being repairable by the county council or any roadway over any county or main road bridge vested in the county council shall be laid in such position in or at the side of such road as the county council in writing under the hand of their surveyor may reasonably direct and in the case of any main or pipe which it is reasonably necessary to lay otherwise than in the roadway over the bridge the same shall be carried on the structure of any such bridge in such manner as the county council may in like manner direct:

(3) The provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes shall (subject to the provisions of this section) in their application to the laying of any main pipe in such main road county or main road bridge and the roadway over and approaches to such bridge be read and construed as if the notice required by section 8 of that Act was in the case of any such bridge or approach not less than fourteen days instead of three days and in the case of any such main road not less than seven days instead of three days:

A.D. 1913.

(4) The plan required by the ninth section of the Gasworks Clauses Act 1847 shall in the case of any main pipe to be carried over a bridge or the approaches thereto vested in the county council be accompanied by a section of the proposed works and shall be delivered to the county council or their surveyor by the Company not less than fourteen days before the commencement of the works to which it relates:

(5) The Company shall not interfere with the structural part of any county or main road bridge without the consent in writing of the surveyor of the county council which may be given upon such reasonable conditions as the county council or their surveyor may determine but shall not be unreasonably withheld:

(6) The exercise of any of the powers of the Company within the added limits shall not interfere with prejudice or affect the right of the county council at any time to alter the level of or deviate or improve in any manner they think fit any main road in or along which any mains or pipes of the Company shall have been laid and the Company shall on receiving notice in writing under the hand of the clerk or surveyor to the county council so to do alter with all reasonable dispatch the position of any such mains pipes or works in the manner and to the extent prescribed by such notice or as in case of difference shall be determined by arbitration in the manner herein-after prescribed and the county council shall repay to the Company the expenses reasonably incurred by the Company in effecting any such alteration:

(7) The exercise of any powers of the Company under this Act within the added limits shall not prejudice or affect the right of the county council at any time to remove alter rebuild widen or repair any county bridge or main road bridge or the approaches to any such bridge or the roadway over the same in over or attached to which any mains pipes or works of the Company are carried in the same manner as the county council might have removed altered rebuilt widened or repaired such bridge roadway or the

approaches if this Act had not been passed and such mains pipes or works had not been so laid or attached and the county council shall not be required to repay to the Company any expense to which the Company may be put by reason or in consequence of any such removal alteration rebuilding widening or reparation but the county council shall take all reasonable precautions to prevent injury to the works of the Company and shall pay compensation for any loss which the Company may sustain by reason of any such injury In the event of any such bridge roadway or approaches being removed altered rebuilt widened or repaired as aforesaid the Company shall at their own cost in all things alter the position of any such mains or pipes carried in over or attached to such bridge or approaches as aforesaid in such manner as the county council or their surveyor may reasonably direct Provided that during any such removal alteration rebuilding widening or reparation the county council shall afford to the Company all reasonable facilities for temporarily carrying such mains pipes and works across any stream or river so as not to interrupt the continuous supply of gas or to diminish the pressure of such supply through such mains or pipes and the Company may carry such mains pipes and works accordingly and shall reimburse the county council all reasonable expenses incurred by the county council in affording such facilities:

(8) If the Company shall after reasonable notice from the county council under the hand of their surveyor neglect to do or complete any work or act required by subsections (6) and (7) of this section to be done by the Company then and in any such case the county council may do such work or act themselves under the superintendence (if given) of the Company completing the same with all reasonable expedition and in a proper and workmanlike manner and causing as little damage or inconvenience to the Company as circumstances admit The Company shall repay to the county council the reasonable cost of doing any such work or act and all proper costs charges and expenses incurred in connexion therewith or occasioned by such neglect as aforesaid:

A.D. 1913.

(9) The Company shall pay to the county council the reasonable expenses incurred by them in relation to the reasonable superintendence by the county council or their surveyor of any works of the Company to which the provisions of this section relate:

(10) The county council shall not execute any works under this section or enforce any of the provisions of this section so that the supply of gas by the Company shall be interrupted and if the county council so interrupt the supply of gas they shall repay to the Company any loss damages or expenses to which the Company may thereby be put or become subject:

(11) If any difference at any time arises between the county council and the Company touching this section or anything to be done or not to be done thereunder such difference shall be settled by an arbitrator to be agreed upon between them or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference to arbitration as aforesaid:

(12) Where any work of the Company has been laid at a depth below the surface of any main road of less than two feet the county council shall not be liable for or in respect of any damage or injury caused to such work by the use by the county council of any steam or other roller for the repair of any such road or of any traction engine belonging to the county council provided that such roller or engine does not exceed twelve tons in weight.

For protection of Billericay Rural District Council.

15. For the protection of the Billericay Rural District Council (in this section called "the council") the following provisions shall unless otherwise agreed in writing between the council and the Company apply and have effect:—

(1) All mains and pipes of the Company where the same are laid in any road for the time being repairable by the council or any bridge vested in the council or any roadway over such bridge or the approaches to such bridge so repairable shall be laid in such position in or at the side of the road and in the case of a

main or pipe which it is reasonably necessary to lay otherwise than in the roadway over a bridge the same shall be carried on the structure of such bridge in such manner as the council in writing under the hand of their surveyor may reasonably direct:

(2) The provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets bridges and sewers drains and tunnels for the purpose of laying pipes shall (subject to the provisions of this section) in their application to any main pipe of the Company laid down under the provisions of this Act upon any such bridge and approaches be read and construed as if the notice required by section 8 of that Act was not less than seven days instead of three days:

(3) The plan required by the ninth section of the Gasworks Clauses Act 1847 shall in the case of any interference with a bridge or the approaches thereto vested in the council be accompanied by a section of the proposed works and shall be delivered to the council or their surveyor by the Company not less than seven days before the commencement of any works to which such plan relates:

(4) The Company shall not interfere with the structural part of any bridge without the consent in writing of the surveyor of the council which may be given upon such reasonable conditions as the council or their surveyor may determine but shall not be unreasonably withheld:

(5) The exercise of any of the powers of the Company within the district of the council shall not interfere with prejudice or affect the right of the council at any time to alter the level of deviate or improve in any manner they think fit any road in or along which any mains pipes or works of the Company shall have been laid and the Company shall as soon as practicable after receiving notice in writing under the hand of the clerk or surveyor to the council so to do alter the position of any such mains pipes or works in the manner and to the extent described by such notice or as in case of difference shall be determined by arbitration in the manner herein-after

A.D. 1913.

described and the cost of such alteration shall be paid to the Company by the council on demand:

(6) The Company shall on demand pay to the council the reasonable expenses incurred by them in relation to the reasonable superintendence by them or their surveyor of any works of the Company to which the provisions of this section relate:

(7) If at any time the council desire to rebuild or alter any bridge vested in them on the structure of which any main of the Company shall be carried the Company shall after reasonable notice by the council make at their own expense such alteration of their main as may be reasonably necessary for the purposes of such reconstruction or alteration of bridge:

(8) The council shall not enforce any of the provisions of this section so that the supply of gas by the Company shall be liable to be interrupted:

(9) If any difference shall arise between the council and the Company under this section such difference shall be settled by an arbitrator to be agreed upon between them or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to the reference:

(10) Where any work of the Company has been laid at a depth delow the surface of any road of less than two feet the council shall not be liable for or in respect of any damage or injury caused to such work by the use by the council of any steam or other roller for the repair of any such road or of any traction engine belonging to the council provided that such roller or engine does not exceed twelve tons in weight.

For protection of Rochford Rural District Council.

16. For the protection of the Rochford Rural District Council (in this section called "the council") the following provisions notwithstanding anything in this Act contained shall unless otherwise agreed in writing between the council and the Company apply and have effect:—

(1) The provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets bridges and

sewers drains and tunnels for the purpose of laying pipes shall (subject to the provisions of this section) in their application to any main pipe of the Company laid down under the provisions of this Act upon any such bridge and approaches be read and construed as if the notice required by section 8 of that Act was not less than seven days instead of three days:

(2) The exercise of any of the powers of the Company within the district of the council shall not interfere with prejudice or affect the right of the council at any time to alter the level of deviate or improve in any manner they think fit any road in or along which any mains pipes or works of the Company shall have been laid and the Company shall as soon as practicable after receiving notice in writing under the hand of the clerk or surveyor to the council so to do alter the position of any such mains pipes or works in the manner and to the extent described by such notice or as in case of difference shall be determined by arbitration in the manner herein-after described and the cost of such alteration shall be paid to the Company by the council on demand:

(3) The Company shall on demand pay to the council the reasonable expenses incurred by them in relation to the reasonable superintendence by them or their surveyor of any works of the Company to which the provisions of this section relate:

(4) If at any time the council desire to rebuild or alter any bridge vested in them on the structure of which any main of the Company shall be carried the Company shall after reasonable notice by the council make at their own expense such alteration of their main as may be reasonably necessary for the purposes of such reconstruction or alteration of bridge:

(5) The council shall not enforce any of the provisions of this section so that the supply of gas by the Company shall be liable to be interrupted:

(6) Where any work of the Company has been laid at a depth below the surface of any road of less than two feet the council shall not be liable for or in respect of any damage or injury caused to such work

A.D. 1913.

by the use by the council of any steam or other roller for the repair of any such road or of any traction engine belonging to the council provided that such roller or engine does not exceed twelve tons in weight:

(7) Whenever the Company in the exercise of the powers of this Act shall have opened or broken up the roadway or pavement of any street or road vested in or repairable by the council they shall reinstate and make good such roadway or pavement to the satisfaction of the council and for that purpose section 10 of the Gasworks Clauses Act 1847 shall have effect as if the reinstatement and making good of the road required by that section included the application of a sufficient layer of surface metalling of the same specification as that employed by the council for the particular street or road and also included the use of a steam roller on the places where the street or road has been broken up until the surface thereof has been made uniform with the unbroken surface adjoining:

(8) So soon as the Company shall have laid down mains connecting the existing gasworks at Rayleigh with their gasworks at Grays Thurrock and shall have commenced to supply gas through such mains for use in the district of the council or after the expiration of two years from the passing of this Act (whichever shall be the earlier date) the price to be charged by the Company to ordinary consumers for gas supplied by them in such district shall not exceed the price for the time being charged by the Company for gas supplied to ordinary consumers in the part added to the limits of supply of the Company by the Act of 1907:

(9) If any difference shall arise between the council and the Company under this section such difference shall be settled by an arbitrator to be agreed upon between them or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to the reference.

A.D. 1913.

For protection of Chelmsford Rural District Council.

17. For the protection of the rural district council of Chelmsford in the county of Essex (in this section called "the council") the following provisions shall unless otherwise agreed in writing between the Company and the council apply and have effect within the parishes of Buttsbury Runwell and Stock added under the provisions of this Act to the existing limits of the Company for the supply of gas (and which parishes are in this section called "the said parishes") (that is to say):—

(1) All mains and pipes of the Company where the same are laid in any road for the time being repairable by the council or any bridge vested in the council or any roadway over such bridge or the approaches to such bridge so repairable shall be laid in such position in or at the side of the road and in the case of a main or pipe which it is necessary to lay otherwise than in the roadway over a bridge the same shall be carried on the structure of such bridge in such manner as the council in writing under the hand of their surveyor may reasonably direct:

(2) The provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets bridges and sewers drains and tunnels for the purpose of laying pipes shall (subject to the provisions of this section) in their application to any main pipe of the Company laid down under the provisions of this Act upon any such bridge and approaches be read and construed as if the notice required by section 8 of that Act was not less than seven days instead of three days:

(3) The plan required by the ninth section of the Gasworks Clauses Act 1847 shall in the case of any interference with a bridge or the approaches thereto vested in the council be accompanied by a section of the proposed works and shall be delivered to the council or their surveyor by the Company not less than seven days before the commencement of any works to which such plan relates:

(4) The Company shall not interfere with the structural part of any bridge without the consent in writing of the surveyor of the council which may be given upon such reasonable conditions as the council or their surveyor may determine but shall not be unreasonably withheld:

A.D. 1913.

(5) The exercise of any of the powers of the Company within the said parishes shall not interfere with prejudice or affect the right of the council at any time to alter the level of deviate or improve in any manner they think fit any road in or along which any mains pipes or works of the Company shall have been laid and the Company shall as soon as practicable after receiving notice in writing under the hand of the clerk or surveyor to the council so to do alter the position of any such mains pipes or works in the manner and to the extent described by such notice or as in case of difference shall be determined by arbitration in the manner herein-after described and the cost of such alteration shall be paid to the Company by the council on demand:

(6) The Company shall on demand pay to the Council the reasonable expenses incurred by them in relation to the reasonable superintendence by them or their surveyor of any works of the Company to which the provisions of this section relate:

(7) If at any time the council desire to rebuild or alter any bridge vested in them on the structure of which any main of the Company shall be carried the Company shall after reasonable notice by the council make at their own expense such alteration of their main as may be reasonably necessary for the purposes of such reconstruction or alteration of bridge:

(8) The council shall not enforce any of the provisions of this section so that the supply of gas by the Company shall be liable to be interrupted:

(9) If any difference shall arise between the council and the Company under this section such difference shall be settled by an arbitrator to be agreed upon between them or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to the reference:

(10) Where any work of the Company has been laid at a depth below the surface of any road of less than two feet the council shall not be liable for or in

respect of any damage or injury caused to such work by the use by the council of any steam or other roller for the repair of any such road or of any traction engine belonging to the council provided that such roller or engine does not exceed twelve tons in weight.

For protection of Port of London Authority.

18. The Company shall not under the powers of this Act without the consent of the Port of London Authority lay down or place any mains pipes or other works in the River Thames or in any navigable creek or navigable tributary of the River Thames.

Power to Company to raise additional capital.

19. The Company may from time to time raise additional capital not exceeding in the whole one hundred and twenty thousand pounds by the creation and issue of "B" ordinary capital or new preference shares or stock or wholly or partially by one or more of those modes respectively but the Company shall not issue any share of less nominal value than ten pounds Provided that it shall not be lawful for the Company to create and issue under the powers of this Act any greater nominal amount of capital than shall be sufficient to produce including any premium which may be obtained on the sale thereof the sum of one hundred and twenty thousand 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 sixty thousand pounds.

Except as otherwise provided new capital to be subject to same incidents as existing capital.

20. Except as is by this Act otherwise provided the capital created by the Company under this Act and the holders thereof shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the capital of the Company of the same class or description and the capital so created shall form part of the capital of the Company.

Dividends on new shares or stock.

21. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock as the case may be in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description.

Restriction as to votes in respect of preferential shares or stock.

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

A.D. 1913.

Application of excess of profits over authorised rates of dividend.

23. If the clear profits of the undertaking of the Company in any half-year amount to a larger sum than is sufficient to pay the dividend on the preference capital (if any) and dividend at the authorised rates on the ordinary capital of the Company the excess or such portion of it as is not carried to the insurance fund shall be carried to the credit of the divisible profits of such undertaking for the next following half-year.

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

24.—(1) Subject to the provisions herein-after contained all shares or stock created under the powers of this Act and all shares or stock which at the passing of this Act the Company shall not have created and issued under the powers of the Act of 1907 shall be issued in accordance with the provisions of this section.

(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 the district council of every district wholly or partly within the limits of supply of the Company as extended by this Act 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 and in the case of a sale by auction a bid shall not be recognised unless it is in advance of the last preceding bid;

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

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

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

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

(6) The provisions of this section shall not apply to any shares or stock issued as fully paid up to the vendors under the terms of the agreements set out in the Second Third and Fourth Schedules to this Act.

Power to borrow.

25. The Company may subject to the provisions of this Act borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one-third part of the amount of the additional capital which at the time of borrowing has been raised under the powers of this Act But no sum shall be borrowed in

A.D. 1913.

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 or shares at the time issued together with the premium (if any) realised on the sale thereof have been fully paid up.

Debenture stock.

26. The Company may create and issue debenture stock subject to the provisions of section 29 (Debenture stock) of the Act of 1907.

Priority of mortgages and debenture stock over other debts.

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

Receipt in case of persons not sui juris.

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

Application of money.

29. 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 shares or stock under the provisions of this Act shall except for the purpose of payment of dividend thereon be considered as part of the capital of the Company.

Confirmation of agreement with Stanford-le-Hope Gas Company Limited.

30. The agreement set forth in the Second Schedule to this Act dated the third day of April one thousand nine hundred and thirteen and made between the Stanford-le-Hope Gas Company Limited of the one part and the Company of the other part is hereby confirmed and made binding upon the parties thereto and may be carried into effect by them respectively.

A.D. 1913.

Confirmation of agreement with Laindon Gas Company.

31. The agreement set forth in the Third Schedule to this Act dated the thirteenth day of December one thousand nine hundred and twelve and made between Frederick Thomas Lovett William Cheesman William Brown Reidie Sydney Algernon Cheesman Cyril Claude Cheesman and Henry George Gaskin carrying on business as the Laindon Gas Company of the one part and the Company of the other part is hereby confirmed and made binding upon the parties thereto and may be carried into effect by them respectively.

Confirmation of agreement with Worthington Church.

32. The agreement set forth in the Fourth Schedule to this Act dated the twenty-first day of October one thousand nine hundred and twelve and made between Worthington Church of the one part and the Company of the other part is hereby confirmed and made binding upon the parties thereto and may be carried into effect by them respectively.

Further powers as to fittings gas plant &c.

33. The provisions of section 50 (Power to supply gas fittings &c. for heating and other purposes and fittings not to be subject to distress) of the Act of 1907 shall be deemed to extend and apply to dynamos motors and electric apparatus and fittings and to petrol gas acetylene gas and other similar plants and fittings for using or producing gas.

Qualification of directors.

34. After the passing of this Act the qualification of a director of the Company shall be the holding in his own right of shares or stock of an aggregate nominal value of not less than one thousand pounds and section 62 (Qualification of directors) of the Act of 1907 is hereby repealed.

Remuneration of secretary.

35. Notwithstanding anything contained in the Companies Clauses Consolidation Act 1845 the remuneration of the secretary may be fixed by the directors without reference to a general meeting.

Power to apply for Provisional Orders to supply electrical energy.

36. The Company if they think fit may under the provisions of the Electric Lighting Acts 1882 to 1909 make applications for Provisional Orders authorising them to generate distribute and supply electricity and the Company may expend their funds upon or in connexion with any such application and upon and in connexion with the carrying into effect of any powers conferred upon them by any such Order.

Costs of Act,

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

A.D. 1913.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Lands on which the Company may erect and maintain works and manufacture and store gas:—

(A) Certain lands being the site of the Billericay Gasworks and belonging or reputed to belong to Worthington Church situate in the parish of Great Burstead in the county of Essex on the western side of the road leading southward in continuation of the High Street Billericay near the Essex County Council's school and comprising the inclosure No. 69 on the $\frac{1}{2500}$ Ordnance map of that parish (2nd edition 1896 Essex sheet No. LXVIII. 2):

(B) Certain lands being the site of the gasworks at Rayleigh belonging or reputed to belong to Worthington Church situate in the parish of Rayleigh in the said county of Essex on the southern side of Crown Lane and comprising the eastern portion of inclosure No. 341 and the western portion of inclosure No. 340 on the $\frac{1}{2500}$ Ordnance map of that parish (2nd edition 1896 Essex sheet No. LXIX. 16):

(C) Certain lands in the parish of Lee Chapel in the county of Essex comprising the site of the existing gasworks at Laindon situate to the southward of and in part adjoining the Midland Railway Company's London Tilbury and Southend Railway about 31 chains eastward from Laindon Station and comprising the easternmost portion of the inclosure numbered 37 on the $\frac{1}{2500}$ Ordnance map (2nd edition 1896 Essex sheet No. LXXVI. 3).

THE SECOND SCHEDULE.

Agreement made the third day of April one thousand nine hundred and thirteen between the Stanford-le-Hope Gas Company Limited (herein-after called "the Vendors") of the one part and the Grays and Tilbury Gas Company (herein-after called "the Purchasers") of the other part.

Whereby it is agreed between the parties as follows:—

1. The Vendors shall sell and the Purchasers shall purchase the whole of the undertaking of the Vendors as a going concern (including

lands buildings gasworks mains plant holders purifiers and gas pipes valves and other apparatus and all chattels moneys credits debts bills notes goodwill things in action contracts agreements securities and other assets together with the full benefit of all contracts and agreements and all other the real and personal property of the Vendors whatsoever) subject to any mortgages debts charges liens and incumbrances (if any) affecting the same or any part thereof.

2. The Purchasers shall without delay promote a Bill in Parliament to obtain statutory powers to acquire the said undertaking of the Vendors upon the terms herein mentioned and for giving effect to this agreement and if such powers to acquire the said undertaking and for giving effect hereto are not obtained in the year one thousand nine hundred and thirteen this agreement except the final clause thereof shall be void The provisions of such Bill whereby such powers are proposed to be obtained shall be submitted to the Vendors for their reasonable approval.

3. This agreement is subject to the approval of Parliament and to such alterations as shall be made by Parliament therein but in the event of either House of Parliament making any material alteration therein it shall be competent to either party to withdraw from the same by giving notice of such withdrawal to the other party their solicitors or agents before the said Bill is read the third time in the second House of Parliament and thereupon the said Bill so far as it relates to this agreement shall not be proceeded with.

4. The Purchasers shall on completion issue to the shareholders in the Vendors at the date of completion fully paid "B" ordinary shares of ten pounds each in the Purchasers ranking pari passu with the existing "B" ordinary shares in the Purchasers and carrying dividend as from the thirty-first day of December one thousand nine hundred and thirteen in the proportion of ten and a half of such shares for every one hundred shares held by such shareholders in the Vendors provided that any fractional part of a share shall be paid in cash.

5. The Vendors may pay and distribute to the members of the Vendors a dividend on the shares held by them respectively at the rate of five per centum per annum in respect of the year ending the thirty-first day of December one thousand nine hundred and twelve and the Purchasers shall not later than the thirty-first day of March one thousand nine hundred and fourteen pay and distribute to the members of the Vendors a dividend upon the shares held by them respectively in the Vendors before the completion of the purchase at the rate of five per centum per annum in respect of the whole of the year ending the thirty-first day of December one thousand nine hundred and thirteen although the completion of the purchase may have taken place before

A.D. 1913.

that date and except as aforesaid the shareholders of the Vendors shall not from the date of these presents be entitled to or be paid any dividend upon the shares respectively held by them.

6. Upon completion of the purchase the Purchasers shall subject to the consent of the holders thereof at the date of completion pay off in cash all the mortgage debentures issued by the Vendors at the rate of one hundred and fifteen pounds cash for every one hundred pounds of such debentures together with any accrued interest.

7. The Purchasers shall from the day of completion take over and discharge all the liabilities of the Vendors and perform their duties and obligations.

8. The Purchasers shall on completion pay to the chairman of the Vendor Company the sum of five hundred pounds as compensation to be divided between the directors secretary manager engineers and other officers of the Vendors in such proportion as the Vendors shall decide and shall not be liable to pay any further compensation.

9. The purchase shall be completed within twenty-eight days after the Royal Assent shall have been given to the Bill to be promoted by the Purchasers as aforesaid when the Vendors shall execute and do at the expense of the Purchasers all such assurances acts and things as may reasonably be required by the Purchasers for vesting in them the property hereby agreed to be transferred and giving to them the full benefit of these presents.

10. The Vendors shall raise no further capital and issue no further debentures mortgages or other like security from the date of this agreement Any further money they may require for the purposes of their undertaking shall be borrowed from their bankers The repayment of such advances shall if necessary be guaranteed by one or more of the directors of the Purchasers on terms that such guarantee shall be null and void if this agreement except the final clause thereof shall become void as provided in clause 2 hereof.

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

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

13. The Purchasers shall accept such title to the freehold of the said gasworks and piece of land as the Vendors accepted on their purchase and the Vendors shall within twenty-eight days after the date of these presents furnish to the Purchasers an abstract of the title of the Vendors thereto commencing with an indenture dated the twenty-ninth day of September one thousand eight hundred and seventy and the Purchasers shall not require the production of or investigate or make any requisition or objection in respect of the prior title.

14. When and so soon as any one of the existing directors of the Purchasers shall retire or cease to be a director otherwise than by rotation the vacancy on the board of directors thereby created shall be filled by the election if he then be qualified of William Alfred Surridge the chairman of the present directors of the Vendors.

15. The Purchasers shall pay all proper costs in connexion with the transfer or the proposed transfer of the Vendors' undertaking to the Purchasers (including the cost of this agreement) and also in connexion with the winding up of the Vendors.

In witness whereof the parties hereto have hereunto caused their respective common seals to be affixed the day and year first above written.

Wm. A. Surridge
F. R. Smith
J. Cloudsley
T. W. Forman
} Directors.

Seal of the Stanford-le-Hope Gas Company Limited.

John J. Middleton Secretary.

The common seal of the Grays and Tilbury Gas Company was hereunto affixed in the presence of

F. E. Bartlett Chairman.
Wm. F. Whittaker Secretary.

Seal of the Grays and Tilbury Gas Company.

A.D. 1913.

THE THIRD SCHEDULE.

An Agreement made the thirteenth day of December one thousand nine hundred and twelve between Frederick Thomas Lovett of 1 Blythswood Road Goodmayes Ilford William Cheesman of "Glenleigh" Ramuz Drive Westcliffe-on-Sea William Brown Reidie of the gasworks Union Street Stratford E. Sydney Algernon Cheesman of "Glenleigh" Ramuz Drive Westcliffe-on-Sea Cyril Claude Cheesman "Glenleigh" Ramuz Drive Westcliffe-on-Sea and Henry George Gaskin of 28 Blythswood Road Goodmayes Ilford carrying on business as the Laindon Gas Company (herein-after called "the Laindon Company") of the one part and the Grays and Tilbury Gas Company (herein-after called "the Grays Company") of the other part.

Whereas for some years past the Laindon Company have been supplying gas in part of the parish of Laindon or Langdon Hills and in part of the parish of Lee Chapel in the county of Essex and have constructed gasworks and laid down mains for the purposes of such supply:

And whereas the Grays Company are about to promote a Bill in Parliament for powers to supply gas in (among other places) the area now supplied by the Laindon Company:

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

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

(1) The Laindon Company shall sell and the Grays Company shall purchase for the consideration herein-after set forth the gasworks mains pipes meters stoves plant stock and all other property goods and chattels (including things in action) of the Laindon Company together with the undertaking and business of manufacturing and supplying gas and the benefit of all contracts and agreements entered into by the Laindon Company in connexion with such business and the goodwill of such business together with the freehold lands upon which such gasworks are situate (which said gasworks and the lands and premises appurtenant thereto are delineated upon the plan attached hereto) together with all other lands and all rights and interests in

land of or belonging to the Laindon Company and held or used by them in or in connexion with the said gasworks and the supply of gas The consideration for the purchase shall be—

(A) The payment to the Laindon Company of three hundred and fifty pounds in cash;

(B) The issue to the Laindon Company or their nominees of one thousand three hundred and fifty pounds nominal value four per centum debenture stock of the Grays Company.

(2) The purchase shall be completed and possession given to the Grays Company within one month after the passing of the Bill aforesaid into an Act and the Laindon Company shall within fourteen days from the passing of such Bill into an Act deduce a good marketable title to the lands and premises herein-before referred to and the Laindon Company shall execute and do at the expense of the Grays Company all assurances acts and things as may be reasonably required by the Grays Company for vesting in them the property hereby agreed to be transferred and giving to them the full benefit of this agreement.

(3) The Laindon Company shall at the date of purchase hand over to the Grays Company all books of account papers documents and details of working relating to the undertaking of the Laindon Company but shall be entitled to access thereto at all reasonable times so far as necessary in connexion with the collection of any book debts or other matters mentioned in the next following paragraph hereof.

(4) The Laindon Company shall subject to any apportionment which may be required pay satisfy and discharge all debts liabilities and engagements in connexion with their undertaking up to the date of purchase and shall be entitled to retain the cash in hand and the cash at the bank on account of their undertaking and shall be entitled to the benefit of all book debts in connexion with the said undertaking outstanding at the date of purchase and subject to apportionment to the gas and meter rents due or accruing due up to the next ordinary date for collection after the date of purchase.

(5) The Grays Company shall take over and shall pay to the Laindon Company the value of the stock of coal coke tar lime oxide pipes stores and fittings remaining at the works at the date of purchase such value to be mutually agreed or decided by an arbitrator appointed by the President of the Institution of Gas Engineers.

(6) The Laindon Company will upon the passing of the Bill disclose all contracts agreements claims and obligations entered into by them and all liabilities to which they are then subject in connexion with the said undertaking.

A.D. 1913.

(7) This agreement shall be considered as conditional upon some Act of Parliament incorporating the Gasworks Clauses Act 1847 and Acts amending the same authorising the Grays Company to purchase the said property and works and (if thought fit) confirming this agreement receiving the Royal Assent before the thirty-first day of December one thousand nine hundred and thirteen and this agreement is subject to such alterations as either House of Parliament may see fit to make herein and if any material alteration be so made either party shall be at liberty to withdraw from this agreement.

In witness whereof the said parties of the first part have hereunto set their respective hands and seals and the Company of the other part have caused their common seal to be hereto affixed the day and year first above written.

Signed sealed and delivered by the above-named Frederick Thomas Lovett in the presence of E. C. Lovett 1 Blythswood Road Goodmayes Ilford Spinster.	FREDERICK THOMAS LOVETT.	(L.S.)
Signed sealed and delivered by the above-named William Cheesman in the presence of W. B. Griffiths 8 Arthur Road Brixton S.W. Financial Agent.	WM. CHEESMAN.	(L.S.)
Signed sealed and delivered by the above-named William Brown Reidie in the presence of A. E. Mann 1 Tunley Road Balham S.W. Clerk.	W. B. REIDIE.	(L.S.)
Signed sealed and delivered by the above-named Sydney Algernon Cheesman in the presence of M. Agnew Glenleigh Westcliffe-on-Sea Domestic Servant.	S. A. CHEESMAN.	(L.S.)

A.D. 1913.

Signed sealed and delivered by the above-named Cyril Claude Cheesman in the presence of
M. Agnew
Glenleigh
Westcliffe-on-Sea
Domestic Servant.
} CYRIL C. CHEESMAN. (L.S.)

Signed sealed and delivered by the above-named Henry George Gaskin in the presence of
E. C. Lovett
1 Blythswood Road
Goodmayes Ilford
Spinster.
} HENRY GEORGE GASKIN. (L.S.)

The common seal of the Grays and Tilbury Gas Company was hereunto affixed in the presence of
F. E. Bartlett Chairman.
Wm. F. Whittaker Secretary.
} (L.S.)

THE FOURTH SCHEDULE.

An Agreement made this twenty-first day of October one thousand nine hundred and twelve between Worthington Church of Southminster in the county of Essex Esquire (herein-after called "the Vendor") of the one part and the Grays and Tilbury Gas Company (herein-after called "the Purchasers") of the other part.

Whereas the Vendor has for some years past carried on the business of making and manufacturing gas and coke and other residual products arising in the manufacture of gas and is supplying gas from gasworks at Billericay within the parish of Great Burstead and from gasworks at Rayleigh within the parishes of Rayleigh Thundersley Hadleigh and Hockley all which parishes and places are in the county of Essex:

A.D. 1913.

And whereas the Purchasers are a company incorporated by Act of Parliament having statutory powers to supply gas to various places in the said county of Essex:

And whereas the Vendor has agreed to sell and the Purchasers have agreed to buy the said gasworks of the Vendor situate at Billericay and at Rayleigh and the lands upon which the same are situate and all buildings engines machinery mains pipes meters stoves plant fixed and movable apparatus rights easements and appurtenances and the goodwill of his business connected therewith and it is intended that the Purchasers shall apply to Parliament in the next session thereof for a Bill (herein-after called "the Bill") to obtain powers to supply among other places the parishes and places aforesaid with gas and to complete the purchase and transfer provided for by this agreement:

Now it is hereby agreed and declared by and between the parties hereto as follows:—

(1) The Vendor shall sell and the Purchasers shall buy the works pipes property goods chattels things in action together with the undertaking and business of manufacturing and supplying gas and the benefit of all contracts and agreements entered into by the Vendor in connexion with such business and the goodwill of the business carried on by the Vendor—

(A) At Billericay aforesaid together with the freehold and copyhold lands upon which such gasworks are situate such copyhold lands being sold subject to a quit rent of one shilling per annum; and

(B) At Rayleigh aforesaid together with the freehold premises (including the house and premises now occupied by the manager of the gasworks) upon which such gasworks are situate;

which said gasworks and the lands and premises appurtenant thereto are delineated upon the plan attached hereto together with all other lands and all rights and interests in land of or belonging to the Vendor which are held or used by him in or in connexion with such businesses respectively.

(2) The Purchasers shall upon the signing of this agreement pay to the Vendor the sum of one thousand two hundred and fifty pounds on account of the purchase money payable as aforesaid In the event of the Bill failing to receive the Royal Assent the Vendor will repay to the Purchasers without interest the sum of money so paid by them to the Vendor.

(3) As part consideration for the said sale the Purchasers shall on the passing of the Bill issue to the Vendor or his nominees one hundred and fifty fully paid-up B shares of ten pounds each in their company such shares to carry dividend as from the date when the Bill receives the Royal Assent and as the remainder of such consideration shall pay to the Vendor—

(A) The sum of twenty-three thousand three hundred and twenty-three pounds fifteen shillings (less the sum of one thousand two hundred and fifty pounds paid on account under Article (2) hereof):

(B) Such sums of money not exceeding in the whole five thousand pounds as shall with the consent of the Purchasers have been expended by the Vendor after the date of this agreement in laying the necessary mains for and in supplying gas to and within the parishes or places of Hadleigh Eastwood and South Benfleet and in providing pipes meters stoves and any other fittings and fixed and movable plant necessary for or in connexion with such supply together with interest on the sums so expended at the rate of four and a half per centum per annum from the date when the same shall have been expended until the completion of the purchase.

(4) The purchase shall be completed and possession shall be given to the Purchasers upon some convenient date within three months after Royal Assent shall be given to the Bill (such date being herein-after referred to as "the date of purchase") and the Vendor shall execute and do at the expense of the Purchasers all assurances acts and things as may be reasonably required by the Purchasers for vesting in them the property hereby agreed to be transferred and giving to them the full benefit of this agreement.

(5) The Vendor shall at the date of purchase hand over to the Purchasers all books of account papers documents and details of working relating to either of the said businesses but shall be entitled to access thereto at all reasonable times until the payment of the purchase-money and also thereafter so far as necessary in connexion with the collection of any book debts or other matters mentioned in the next following paragraph hereof.

(6) The Vendor shall subject to any apportionment which may be required pay satisfy and discharge all debts liabilities and engagements in connexion with the said businesses up to the date of purchase and the Vendor shall be entitled to retain the cash in hand and the cash

A.D. 1913.

at the bank on account of the said businesses or either of them and shall be entitled to the benefit of all book debts in connexion with the said businesses or either of them outstanding at the date of purchase and subject to apportionment to the gas and meter rents due or accruing due up to the next ordinary date for collection after the date of purchase.

(7) The Purchasers shall take over and pay for (at a price to be settled by arbitration under the provisions of the Arbitration Act 1889 in case the parties differ) all coal purchased in the ordinary course of business coke tar lime oxide and all unused meters stoves gas fires and fittings that may be upon the said gasworks or either of them at the date of purchase.

(8) The Vendor will cause to be prepared at his cost by a chartered accountant a separate statement of account for the twelve preceding months in respect of each of the said businesses as at the thirtieth day of September one thousand nine hundred and twelve such statement to be in the form prescribed by the Board of Trade for use by statutory gas companies and to contain the particulars and information required to be afforded by the said form and such statements shall be certified by the accountant preparing the same and shall be handed over to the Purchasers as soon as the same shall have been certified but not later than the first day of January one thousand nine hundred and thirteen.

(9) The Purchasers shall be entitled to retain all mains laid under the private property of the Vendor or any other person's property in their present position and shall also be entitled to the benefit of any agreement or agreements which may have been entered into by the Vendor with third parties in relation thereto and to a right of access at all times for the purpose of inspecting or repairing any such gas mains.

(10) The Vendor will upon the passing of the Bill disclose all contracts agreements claims and obligations entered into by him and all liabilities to which he is then subject in connexion with the said businesses or either of them.

(11) This agreement shall be considered as conditional upon some Act of Parliament incorporating the Gasworks Clauses Act 1847 and Acts amending the same authorising the Purchasers to purchase the said property and works and confirming this agreement receiving the Royal Assent before the thirty-first day of December one thousand nine hundred and thirteen and this agreement is subject to such alterations

as either House of Parliament may see fit to make herein and if any material alteration be so made either party shall be at liberty to withdraw from this agreement.

In witness whereof the Vendor has hereunto set his hand and seal and the Purchasers have hereunto affixed their common seal the day and year first above written.

Signed sealed and delivered by the above-named Worthington Church in the presence of E. F. H. Lain Billericay Essex Secretary.	WORTHINGTON CHURCH.	(L.S.)
The common seal of the Grays and Tilbury Gas Company was hereunto affixed in the presence of F. E. Bartlett Chairman. Wm. F. Whittaker Secretary.		(L.S.)

Printed by Eyre and Spottiswoode, Ltd.,
FOR
Frederick Atterbury, Esq., C.B., the King's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
WYMAN and SONS, Ltd., 29, Breams Buildings, Fetter Lane, E.C., and
54, St. Mary Street, Cardiff; or
H.M. STATIONERY OFFICE (Scottish Branch), 23, Forth Street, Edinburgh; or
E. PONSONBY, Ltd., 116, Grafton Street, Dublin;
or from the Agencies in the British Colonies and Dependencies,
the United States of America, the Continent of Europe and Abroad of
T. FISHER UNWIN, London, W.C.