



### CHAPTER cvi.

An Act to extend the limits of supply of the Shirebrook and District Gas Company and for other purposes. A.D. 1910.

[3rd August 1910.]

**W**HEREAS by the Shirebrook and District Gas Act 1899 (in this Act called "the Act of 1899") the Shirebrook and District Gas Company (in this Act called "the Company") was incorporated and authorised to supply gas within the parishes of Scarcliffe and Upper Langwith and part of the parish of Pleasley in the county of Derby and the parishes of Nether Langwith and Sookholme and part of the parish of Warsop in the county of Nottingham:

And whereas by the Mansfield Commissioners Gas Act 1878 the Mansfield Improvement Commissioners were empowered to supply gas (inter alia) within the whole of the said parish of Warsop but only with the consent of the sanitary authority for the district:

And whereas by the Mansfield Corporation Act 1901 the provision for the said consent of the sanitary authority was repealed but the mayor aldermen and burgesses of the borough of Mansfield (the successors of the said Mansfield Improvement Commissioners) have not exercised their powers for the supply of gas within the portion of the said parish of Warsop included within the limits of this Act and it is expedient that such powers should be repealed:

And whereas by the Bolsover Gas Order 1894 (confirmed by the Gas Orders Confirmation Act 1894) the Bolsover Gas Light and Coke Company Limited (in this Act called "the Bolsover Company") were authorised to supply gas within the parish of Bolsover in the county of Derby:

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And whereas the Bolsover Company have not supplied gas to those portions of the parish of Bolsover included within the limits of this Act and it is expedient that their powers in that behalf should be repealed:

And whereas it is expedient that the limits for the supply of gas by the Company should be extended so as to include the said portions of the said parishes of Warsop and Bolsover and also the other parishes in this Act mentioned:

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 and  
collective  
titles.

1. This Act may be cited as the Shirebrook and District Gas Act 1910 and the Act of 1899 and this Act may be cited together as the Shirebrook and District Gas Acts 1899 and 1910.

Incorporation  
of Acts.

2. The following Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are hereby incorporated with this Act namely:—

The Gasworks Clauses Act 1847 (except sections 31 to 34);

Provided that section 13 shall be read as if the words "or any premises" were inserted after the words "private building":

The Gasworks Clauses Act 1871.

Interpreta-  
tion.

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

Extension  
of limits of  
supply.

4.—(1) From and after the passing of this Act the limits of supply of the Company shall include in addition to their existing limits the following parishes and parts of parishes (that is to say):—

In the county of Nottingham—

The parishes of Cuckney and Norton and the remainder of the parish of Warsop not already included in the area of supply of the Company as defined by the Act of 1899:

In the county of Derby—

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So much of the parish of Bolsover as lies south of the parish of Elmton and east of the centre of the main road leading from Mansfield to Rotherham; and

So much of the parish of Bolsover as lies south of the centre of that portion of Langwith Road formerly known as Gander Lane as lies between the centre of the main road leading from Mansfield to Rotherham and a point in Langwith Road where that road turns abruptly to the north-west in the direction of the town of Bolsover.

(2)—(A) The area referred to in this section is shown in blue colour on the Ordnance map signed in triplicate by Sir Luke White the Chairman of the Committee of the House of Commons to whom the Bill for this Act was during its progress through Parliament referred and one copy of such map has been deposited in the Private Bill Office of the House of Commons one copy in the Parliament Office of the House of Lords and one copy in the principal office of the Company.

(B) If there be any discrepancy between the description of the limits of supply contained in this section and the maps signed and deposited as aforesaid the latter shall prevail.

(C) Copies of the said map deposited in the principal office of the Company certified by the secretary to the Company to be true copies shall be received in all courts of justice and proceedings as *primâ facie* evidence of the contents of such map.

(3) The Company shall have and may exercise within the limits of supply as extended by this Act 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 now have and may exercise and are subject to within the limits of supply of the Company as defined by section 4 of the Act of 1899 and the provisions of this Act and of any Act incorporated therewith shall apply to all mains already laid down by the Company as well as to mains to be laid down by them under the authority of this Act.

5. The provisions of the Mansfield Commissioners Gas Act 1878 and the Mansfield Corporation Act 1901 so far as they relate to the part of the parish of Warsop referred to in subsection (1) of section 4 of this Act are hereby repealed.

Repeal of  
powers of  
Mansfield  
Corporation.

A.D. 1910.

As to sale  
of portion of  
gas under-  
taking to  
Warsop  
Urban Dis-  
trict Council.

6. If at any time after the expiration of a period of twelve years from the thirty-first day of December one thousand nine hundred and ten the Warsop Urban District Council (in this section called "the council") shall give not less than six months' notice in writing to the Company of their desire to purchase that portion of the undertaking of the Company which is contained within their district and shall obtain the consent of the Local Government Board to such purchase and shall apply to Parliament or the Local Government Board for power to purchase such portion of the undertaking of the Company (except the mains and pipes or other apparatus which shall be necessary for supplying with gas any other part of the Company's limits of supply) and to supply gas within such district then it shall not be lawful for the Company to oppose such application (except as to the details thereof) and if such powers be granted the Company shall sell and the council shall purchase such portion of the undertaking of the Company (except as aforesaid) within the district of the council at such a price being a sum in gross and upon such terms and conditions as shall be fixed in default of agreement by arbitration under the provisions of the Lands Clauses Acts Any such purchase shall be deemed to be a purpose of the Public Health Act 1875 except so far as may be otherwise provided for by Parliament Provided always that the council shall not be authorised until after completion of such purchase to supply gas to any part of such district and after the completion of such purchase all obligation on the part of the Company to supply gas within such district shall cease.

Repeal of  
powers of Bol-  
sover Gas Light  
and Coke Com-  
pany Limited.

7. The provisions of the Bolsover Gas Order 1894 (confirmed by the Gas Orders Confirmation Act 1894) so far as they relate to those parts of the parish of Bolsover described in subsection (1) of section 4 of this Act are hereby repealed.

For protec-  
tion of Mid-  
land Railway  
Company.

8. In executing works within the limits of supply by this Act authorised where the same will cross over or under or otherwise affect any railway or any part of the works or property of the Midland Railway Company (herein-after called "the Midland Company") the Company shall (except so far as it may be otherwise agreed in writing between the Midland Company and the Company) be subject to the following conditions:—

- (1) All works to be executed by the Company in the exercise of the powers conferred by this Act or of any Act

incorporated therewith shall (except in cases of emergency) 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 fourteen days after such plans and drawings shall have been 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: A.D. 1910.

- (2) If within fourteen days after the receipt of any such plans and drawings the Midland Company give to the Company notice that they desire themselves to construct so much of the works as will cross over or under any railway or work belonging to them the Midland Company may themselves execute such works and recover the reasonable costs thereof from the Company but so nevertheless that any works so constructed by the Midland Company shall be constructed under the superintendence and to the reasonable satisfaction of the engineer of the Company:
- (3) All works which the Company may execute under this section shall be so constructed as not to cause any avoidable injury to the railways works and property of the Midland Company or avoidable interruption to the passage or conduct of traffic over the same and if in consequence of the execution of such works any injury be caused to the said railways works and property 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:
- (4) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the employment by that company during the execution of any work affecting their railways of a sufficient number of inspectors watchmen and signalmen to be



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appointed by that company for watching and signaling 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 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 Board of Trade 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 protec-  
tion of Great  
Central  
Railway  
Company.

9. The following provisions for the protection of the Great Central Railway Company (in this section referred to as "the Great Central Company") shall unless otherwise agreed in writing between the Great Central Company and the Company apply and have effect with respect to the exercise by the Company of the powers by this Act conferred upon the Company (that is to say) :—

- (1) In laying down altering improving enlarging extending maintaining or renewing or in executing or effecting the repairs or renewals of any gas mains pipes or other works upon across under or adjoining or in any way affecting the railway lands and property now or hereafter belonging or leased to used or occupied by the Great Central Company or the bridges approaches viaducts stations or other works or any level crossing of or repairable or used by the Great Central Company (all or any part whereof as the case may be is in this section included in the expression "Great Central property") the same shall be done and completed with all despatch after the commencement thereof under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Great Central Company and

only according to plans and in such manner as shall previously be approved by him in writing or in case of difference as may be determined by arbitration in the manner herein-after provided: A.D. 1910.

- (2) All such works shall be done by and at the expense of the Company (except as is in this section otherwise provided) who shall also at the like expense restore and make good to the reasonable satisfaction of the said engineer the roads over or under such bridges or level crossings or the approaches thereto 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 Great Central Company elect so to do where any mains pipes apparatus or other works require to be laid under or across the Great Central property they may themselves lay the same at the costs charges and expense 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 the Great Central property and so as to cause no interruption to the passage or conduct of the Great Central Company's traffic:
- (4) If any injury or interruption as aforesaid shall arise from or in any way be owing to any act or default or to the works or operations of the Company the Company shall make compensation to the Great Central 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 Great Central Company at any time or times hereafter require (of which they shall be the sole judges) to construct any additional or other works upon their lands or railways or to rebuild alter or repair any railway bridge viaduct or work belonging to or repairable or used by them upon across or over or under which any of the mains pipes or other works of the Company may have been constructed or laid the Great Central Company may on giving to the Company fourteen days' notice

A.D. 1910.

in writing under the hand of their secretary or engineer and in case of emergency (of which the said engineer shall be the sole judge) on giving as long a notice as possible divert support or carry the said mains pipes or other works of the Company upon across over or under the Great Central property 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 mains pipes or other works :

- (6) Any additional expense which the Great Central Company may reasonably and properly incur in widening altering reconstructing or maintaining any of their railways bridges viaducts or works by reason of the existence of any mains pipes or other works of the Company upon across over or under the same shall be paid by the Company to the Great Central Company on demand :
- (7) The Company shall bear and on demand pay to the Great Central Company the costs of the superintendence by them of the construction repair or renewal of any works of the Company affecting the Great Central property and all costs of watching lighting and protecting the Great Central property with reference to and during such construction repair or renewal the amount of such expense and costs shall be certified by the said engineer whose certificate shall be final and binding upon the Company and the Great Central Company :
- (8) Except as is by this section otherwise provided any dispute or difference which may arise between the Great Central Company and the Company with reference to the provisions of this section or in any way arising thereout shall be settled by arbitration by an engineer or other fit person to be appointed by the President of the Institution of Civil Engineers on the application of the Great Central Company and the Company or either of them and the Arbitration Act 1889 shall apply thereto.



**10.** In executing the works and exercising the powers as to the supply of gas by the Act of 1899 or this Act authorised so far as they affect main roads and county or main road bridges of the county of Derby the following provisions for the protection of the county council of the administrative county of Derby (in this section called "the county council") shall (unless otherwise agreed) have effect (that is to say):—

A.D. 1910.  
For protec-  
tion of  
Derbyshire  
County  
Council.

- (1) All pipes to be laid in or along any main road or in upon or across any county or main road bridge shall be laid in such a position and if under the metalled portion thereof at such depth as the county council may reasonably require:
- (2) In the application of the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes the notice required by the eighth section of that Act shall (except in cases of emergency) be not less than seven days instead of three days:
- (3) The plan required by the ninth section of the said Act shall be accompanied by a description of the proposed works in the case of any main road and by a section in the case of any county or main road bridge (which said description or last mentioned section shall be deemed to be part of such plan for the purposes of the said ninth section) and shall be delivered to the county council or their surveyor by the Company not less than fourteen days before they commence to open or break up any main road or interfere with any county or main road bridge for the purpose of executing the works:
- (4) Nothing in the Act of 1899 or this Act shall authorise the Company to interfere with the structural part of any county or main road bridge without the consent in writing of the county council which consent shall not be unreasonably withheld and may be given upon such condition as the county council may reasonably determine:
- (5) Nothing in the Act of 1899 or this Act shall interfere with the right of the county council to alter the level of deviate or improve in any manner they think fit any main road in or along which any pipes of the

A.D. 1910.

Company shall have been laid and the Company shall on the expiration of fourteen days after receiving notice under the hand of the clerk of the county council so to do proceed to alter the position of any such pipes in the manner and to the extent prescribed by such notice or as in the case of difference shall be determined by arbitration in the manner herein-after prescribed and the reasonable expenses of any such alteration shall be paid to the Company by the county council:

- (6) All the works of the Company so far as they affect any main roads and county or main road bridges shall be so executed by the Company as not to stop the traffic and so far as reasonably practicable as not in any way to impede or interfere with the traffic on any main road or over any county or main road bridge or the approaches thereto and the Company shall not open or break up at any time a greater length than one hundred yards of any road:
- (7) The Company shall pay to the county council the reasonable costs which the county council may incur in the repair and the reinstatement of so much of any main road or of the road over any county bridge or the approaches thereto in which the pipes of the Company are or may be laid as may be damaged by reason of the traffic being concentrated thereon during the laying alteration renewal or repair of the said pipes:
- (8) If any difference arises at any time between the county council and the Company touching this section or anything to be done or not to be done thereunder or the giving or withholding of any consent or the conditions of giving the same or any direction such difference shall be settled by arbitration by an engineer to be agreed on between the county council and the Company and failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and the Arbitration Act 1889 shall apply thereto.

For protec-  
tion of Not-

11. In executing the works and exercising the powers as to the supply of gas by this Act authorised so far as they affect

any road which may now or hereafter be or become a main road (herein-after in this section referred to as "any main road") or any county or main road bridge or approaches or other county work in the county of Nottingham vested in the county council of the administrative county of Nottingham (in this section called "the county council") the following provisions for the protection of the county council shall (unless otherwise agreed) apply and have effect (that is to say):—

A.D. 1910.  
Nottinghamshire  
County  
Council.

- (1) All pipes to be laid in or along any main road or in upon or across any county or main road bridge shall where reasonably practicable be laid in such position in any such road or at the side thereof and at such depth as the county council shall by writing under the hand of their surveyor (herein-after referred to as "the county surveyor") direct:
- (2) The surplus paving metalling or materials removed during the laying of pipes or other works shall not be placed on the metalled portion of the road without the written consent of the county surveyor and subject to such conditions and directions as he may reasonably require or give:
- (3) All surplus paving metalling or materials removed during the laying of the pipes or works on any main road or in upon or across any county or main road bridge and not required by the Company for the purpose of reinstating and making good the road or county or main road bridge may be used by the county council for the maintenance and repair of any main or other road in the district and the Company shall on receiving notice from the county surveyor forthwith remove the same to such place or places not more than one mile from the place of excavation as the county surveyor may direct and if the Company fail to do so the county surveyor may remove the same at the expense of the Company:
- (4) In the application of the provisions of the Gasworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes the notice required by section 8 of that Act shall (except for the laying connecting or repairing of consumers' service

A.D. 1910.

pipes as to which three days' notice shall be given and except in cases of accidental leakage or burst) be not less than seven days instead of three days:

- (5) The plan required by section 9 of the said Act shall be accompanied by a description of the proposed works in the case of any main road and by a section in the case of any county or main road bridge and shall be delivered to the county council or their surveyor by the Company not less than fourteen days before they commence to open or break up any main road or interfere with any county or main road bridge for the purpose of executing the works:
- (6) Nothing in this Act shall authorise the Company to interfere with the structural part of any county or main road bridge without the consent in writing of the county council which consent shall not be unreasonably withheld and may be given upon such conditions as the county council may reasonably determine:
- (7) Nothing in this Act contained shall interfere with the right of the county council at any time or times to remove alter widen reconstruct or rebuild any county or main road bridge or the approaches thereto over near or attached to which any pipes of the Company are carried in the same manner as they might have removed altered widened reconstructed or rebuilt such bridge or the approaches thereto if this Act had not been passed and as if such pipes had not been laid over or near or attached to any such bridge and in the event of any such bridge or the approaches thereto over or near or attached to which any such pipes are laid being removed altered widened reconstructed or rebuilt as aforesaid the Company shall at their own expense in all things alter the position of such pipes and any works by which the same are carried over or near or attached to any such bridge or the approaches thereto as aforesaid to the satisfaction of the county surveyor provided that the county council shall afford all reasonable facilities to the Company for such alteration Provided also that during such removal alteration widening reconstructing or rebuilding of such bridge or the approaches thereto as

aforesaid the county council shall afford at the expense of the Company all reasonable facilities for temporarily carrying such pipes across the stream river or other place over which such bridge is carried so as not to interrupt the continuous supply of gas or to diminish the pressure of such supply through such pipes : A.D. 1910.

- (8) All works of the Company so far as they affect any main road or county or main road bridge shall be so executed by the Company as not to stop the traffic and so far as reasonably practicable as not in any way to impede or interfere with the traffic on any main road or over any county or main road bridge or the approaches thereto and the Company shall not open or break up at any one time a greater length than one hundred yards of any road and where any material or soil from any works trenches or excavations in any main road is deposited upon the metalled portion of the main road such material or soil shall be so placed as the county surveyor may reasonably direct. Provided always that where reasonably practicable at least 12 feet of metalled road shall be kept clear for the use of the public :
- (9) The Company shall fill in and properly ram to the satisfaction of the county surveyor any trench or excavation made by them in any main road in the execution or in the repair of the works for the supply of gas by this Act authorised and after they have done so the county council shall make good pave or repair the surface of the main road of and in respect of the work so done by the county council the Company shall in respect of the area of the trench where such trench passes under the metalled surface of any road on demand pay to the county council an amount calculated at the price or rate of two shillings and sixpence per square yard in the case of a road made of granite or tar macadam and of one shilling and sixpence per square yard in the case of a road made of slag :
- (10) The Company shall repay to the county council all reasonable expenses necessarily incurred or paid by



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the county council in the repair and reinstatement of so much of any main road or of the road over any county bridge or the approaches thereto in which the pipes of the Company are or may be laid as may be damaged by reason of the traffic being concentrated thereon during the laying alteration renewal or repair of the said pipes ;

All costs charges amounts and expenses payable by the Company to the county council under the provisions of this section shall be recoverable as a debt due from the Company to the county council :

- (11) The county council shall not except in case of their negligence be liable for or in respect of any damage or injury to any pipes connections meter-box man-holes stop-cocks or other property of the Company laid or fixed after the passing of this Act in or upon the metalled portion of any main road or county or main road bridge arising from the ordinary use by the county council of a steam or other roller not exceeding fifteen tons in weight or of a traction engine or from the passage of the traffic upon such road :
- (12) If any difference arises between the county council and the Company touching this section or anything to be done or not to be done thereunder or the giving or withholding of any consent or the conditions of giving the same or any direction such difference shall be settled by arbitration by an engineer to be agreed upon between the county council and the Company and failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and the Arbitration Act 1889 shall apply thereto.

For protec-  
tion of War-  
sop Urban  
District  
Council.

**12.** The following provisions for the protection of the Warsop Urban District Council (in this section called "the council") shall unless otherwise agreed have effect (that is to say) :—

- (1) The provisions of subsections (1) (2) (3) and (5) of the section of this Act whereof the marginal note is "For protection of Nottinghamshire County Council"

shall so far as the same are applicable apply *mutatis mutandis* to the council and the streets and roads within the district of the council as effectually as if the council and the surveyor of the council were named therein and such streets and roads were therein referred to: A.D. 1910.

- (2) Every gas main or pipe of the Company laid under the powers of this Act shall so far as possible be laid at a distance of three feet at least from any water main or pipe of the council (except where it may be necessary for the same to be laid across any such water main or pipe) and every gas main laid across any water main or pipe of the council shall so far as possible be so constructed and laid as to leave between them a space of one foot at least and to be self-supporting for a distance of three feet at least on either side of such water main or pipe at the point of crossing so that the council may the more easily repair such water main or pipe:
- (3) Whenever the Company shall have opened or broken up any street or road in the exercise of their statutory powers they shall complete the work and fill in the ground to the reasonable satisfaction of the council and the reinstatement and making good of the road shall include the application of a sufficient layer of surface metalling of the same specification as that employed by the council for the particular road and where the road is ordinarily repaired by the use of a steam or other roller shall include the use of such roller on the places where the road has been broken up until the surface thereof has been made uniform with the unbroken surface adjoining the same to be done at the expense of the Company and to the reasonable satisfaction of the council:
- (4) Any alteration repair or improvement of any street or road may be made as if this Act had not passed and if any such alteration repair or improvement necessitates any alteration either temporary or permanent in the level or position of any of the works of the Company authorised to be made or placed in any street or road in the district or necessitates any

A.D. 1910.  
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support either temporary or permanent to any such works the Company shall after fourteen days' notice in writing by the clerk of the council forthwith make such alteration or afford such support and the reasonable expense of such alteration or supporting shall be paid by the council to the Company :

- (5) All works of the Company shall having regard to the character thereof be so executed as not unreasonably to stop or interfere with the traffic on the streets or roads and shall be proceeded with and completed with all possible dispatch :
- (6) The Company shall pay to the council the reasonable cost which the council may incur in the repair and reinstatement of so much of any street or road in which the pipes of the Company are or may be laid as may be damaged by reason of the traffic being concentrated thereon during the laying alteration renewal or repair of the said pipes ;
- Any sum payable by the Company to the council under the provisions of this section shall be recoverable as a debt due from the Company to the council :
- (7) The council shall not except in the case of their negligence be liable for or in respect of any damage or injury done to any pipes or works of the Company laid after the passing of this Act in or under any street or road within the district arising from the reasonable and proper use by the council of a steam roller or other heavy vehicle not exceeding ten tons in weight :
- (8) If any difference arises under this section between the council and the Company the same shall be referred to and determined by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Duke of Portland.

**13.** For the protection of His Grace the Duke of Portland his successors and assigns or other the owner or owners for the time being of an estate in the parishes of Cuckney and Norton in the county of Nottingham of which the Duke is now the owner

or reputed owner (herein-after referred to as "the Duke") and for the protection and benefit of the said estate the following provisions shall unless otherwise agreed in writing between the Duke and the Company apply and have effect (that is to say) :---

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- (1) Nothing in this Act or in the Act of 1899 contained shall affect or restrict the right of the Duke at any time or times to construct gasworks or electrical generating stations within the said parishes of Cuckney and Norton and to lay mains pipes wires and other apparatus and to execute any other works for the purpose of supplying and to supply on such terms and conditions as the Duke may think fit any of the tenants on his said estate with gas or electrical energy from such gasworks or generating stations :
- (2) In the event of the Duke constructing gasworks or electrical generating stations and supplying gas or electrical energy within the said parishes of Cuckney and Norton as mentioned in the last preceding subsection or supplying gas or electrical energy from any existing works or stations he shall purchase and the Company shall sell all mains laid down by the Company within such parishes including the trunk main leading thereto from the boundary of the parish of Nether Langwith together with all pipes services meters stoves fittings and other apparatus in connection therewith belonging to the Company within the said parishes of Cuckney and Norton at such a price as failing agreement shall be determined by arbitration in manner provided by the Arbitration Act 1889 but such price shall not include any consideration for loss by severance or any consequential loss :
- (3) Notwithstanding anything in the Act of 1899 or this Act contained or shown on the map referred to in the section of this Act of which the marginal note is "Extension of limits of supply" the Company shall not for the purposes of any of their works or for the laying of distributing mains and pipes within the said parishes enter upon take or use any lands roads streets or property or any part or parts thereof belonging to or in the occupation of the Duke or his tenants or licencees without the consent in writing of the Duke :

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(4) The prices to be charged by the Company for gas supplied and for gas meters and other fittings within either of the said parishes shall not at any time exceed the lowest current rate for the time being charged by the Company in any other place within the limits of supply of the Company :

(5) All service pipes necessary for the supply of gas to any consumer within the said parishes shall be laid by the Company up to the boundary of the premises of such consumer without the Company making any charge to the consumer therefor.

Saving as to  
penalties.

**14.**—(1) 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.

(2) Section 48 (No penalty in case of unavoidable cause) of the Act of 1899 shall be repealed.

Amendment  
of section 50  
of Act of  
1899.

**15.** As from the passing of this Act section 50 (Power to refuse to supply persons in debt for other property) of the Act of 1899 shall be construed as if the words "or other moneys" were omitted therefrom.

Application  
of funds.

**16.** The Company may apply to the purposes of this Act to which capital is properly applicable their existing funds and any moneys which they are authorised to raise.

Costs of  
Act.

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

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