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Cap. ccxlv.

An Act for incorporating the *Walker and Wallsend Union Gas Company*; for enabling them to supply Gas to the Parish of *Wallsend* and Parts of the Parish of *Long Benton* in *Northumberland*; and for other Purposes. [23d July 1866.]

WHEREAS *Addison Potter*, of *Heaton Hall* in the Borough and County of *Newcastle-upon-Tyne*, Esquire, hath ever since the Year One thousand eight hundred and fifty provided Gasworks, known as and in this Act called "the *Willington Gasworks*," and laid Mains and Pipes, and manufactured Gas, in the Townships of *Wallsend*, *Willington*, and *Howdon*, otherwise *Howdon Pans*, all in the Parish of *Wallsend* in the County of *Northumberland*, and the Undertaking is known as "the *Willington Gas Company*," and is in this Act referred to as "the *Willington Company*:" And whereas "the *Walker and Saint Anthony's Gaslight Company, Limited*," in this Act referred to as "the *Walker Company*," was registered and incorporated on the Fifth Day of *September* One thousand eight hundred and sixty-one, under a Memorandum of Association dated the Thirtieth Day of *August* One thousand eight hundred and sixty-one, under the Powers of "The Joint Stock Companies Acts, 1856 and 1857," and hath provided Gasworks, and laid Mains and Pipes, and manufactured and supplied Gas, in the Township of *Walker* in the Parish of *Long Benton*, and in the Townships of *Wallsend* and *Willington* in the Parish of *Wallsend*, all in the County of

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Northumberland. And whereas it is expedient that the Two Undertakings should be amalgamated, and the Proprietors thereof incorporated into a Company (in this Act called "the Company"), with Power to supply Gas to the said Townships, and likewise to the Townships and Places adjacent included within the Limits of this Act: And whereas it is expedient that Provision be made for the Lease or Sale of the amalgamated Undertaking to the *Newcastle-upon-Tyne and Gateshead Gas Company*: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title. 1. This Act may be cited for all Purposes as "The *Walker and Wallsend Union Gas Act, 1866.*"

8 & 9 Vict. cc. 16. & 18.,
10 & 11 Vict. c. 15.,
23 & 24 Vict. c. 106., and
26 & 27 Vict. c. 118. in-
corporated. 2. "The Companies Clauses Consolidation Act, 1845," Parts I., II., and III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845" (except the Sections thereof with respect to the Purchase and taking of Lands otherwise than by Agreement), "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpreta-
tion of
Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; and The Expression "the Company" shall mean the Company incorporated by this Act:

The Expression "the *Willington Company*" shall mean the said *Addison Potter* Esquire, and other the Persons (if any) for the Time being Proprietors of the *Willington Gasworks*; and the Word "Shareholders" shall include those Proprietors:

The Expression "the *Walker Company*" shall mean the *Walker and Saint Anthony's Gaslight Company, Limited*:

The Expression "Quarter Sessions" shall mean any Quarter Sessions of the Peace holden in and for the County of *Northumberland*, or any Adjournment thereof:

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

4. "The

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4. "The Gasworks Clauses Act, 1847," shall be held applicable as well to the Mains, Pipes, and Works of the *Willington* Company and of the *Walker* Company already laid down and constructed, and vested in the Company by this Act, as to the Mains, Pipes, and Works to be hereafter laid down and constructed by the Company.

10 & 11 Vict.
c. 15. to
apply to
existing
Works.

5. The Limits of this Act shall be the Townships of *Wallsend*, *Willington*, and *Howdon*, otherwise *Howdon Pans*, in the Parish of *Wallsend*, and the Township of *Walker* in the Parish of *Long Benton*, all in the County of *Northumberland*.

Limits of
Act.

6. From and after the passing of this Act the *Walker* Company shall be dissolved, and the present Members of or Shareholders in that Company, together with the said *Addison Potter* and other the Persons (if any) on the passing of this Act Proprietors of the *Willington* Gasworks, and all other Persons who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and supplying Gas within the Limits of this Act, and for doing all Things necessary for that Purpose, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "the *Walker and Wallsend Union Gas Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, hold, and dispose of Lands and other Property for the Purposes of this Act.

Company in-
corporated.

7. Subject to the Provisions of this Act, all the Lands, Gasworks, Erections, Buildings, Rights, and Easements which immediately before the passing of this Act were vested in the *Willington* Company or the *Walker* Company, or to which either Company was in anywise entitled, either at Law or in Equity, and all Mains and Pipes, Plant, Plugs, Lamps, Irons, Retorts, Gauges, Meters, Lamp Posts, Syphons, Apparatus, Stock, Effects, Matters, and Things which have been by either of them purchased or provided, laid down, erected, or placed in any Place or House within the Limits of this Act, or which immediately before the passing of this Act were the Property of or belonged to either Company, and all Monies, Securities, Credits, and Effects, and other Property whatsoever belonging to either Company, and the Benefit of all Contracts and Engagements entered into with and on behalf of either Company, and immediately before the passing of this Act in force, shall be and the same are hereby transferred to and vested in the Company to the same Extent and for the same Estate and Interest as the same were previously to the passing of this Act vested in the *Willington* Company or the *Walker* Company, and may, according to the Provisions of this Act, be held and enjoyed, sued for and recovered, maintained, altered, discontinued, sold, let, or removed, by the Company as they think fit: Provided always, that
this

Property
vested in
Company in-
corporated
by this Act.

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this Section shall not apply to any Property of the said *Addison Potter*, his Heirs, Executors, Administrators, or Assigns, other than such as are now held or possessed and used by him in connexion with the *Willington Gasworks*.

Memorandum to be void, without Prejudice to Remedies for antecedent Breaches thereof.

8. Subject to the Provisions of this Act, the Memorandum of Association of the *Walker Company* shall, as to any future or prospective Operation thereof, from and after the passing of this Act be wholly void and of none Effect; and the several Persons who have executed the same, and their Heirs, Executors, Administrators, and Assigns, shall immediately from and after the passing of this Act stand and be by virtue of this Act released and discharged from any future Obligation to perform, abide by, fulfil, or conform to such Memorandum, or any of them.

Previous Rights and Liabilities not to be affected.

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

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

10. Except as is by this Act otherwise specially provided, all Purchases, Sales, Grants, Conveyances, Deeds, Contracts, Bonds, Debentures, and Agreements entered into or made before the passing of this Act by, to, or with the *Willington Company* or the *Walker Company*, and now in force, shall be as binding and of as full Force and Effect against or in favour of the Company and may be enforced as fully and effectually as if, instead of the *Willington Company* or the *Walker Company*, the Company had been a Party thereto.

Actions, &c. not to abate.

11. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which was pending by or against the *Willington Company* or the *Walker Company*, or any Member or Shareholder thereof, in relation to the Affairs of either Company, or to which either Company, or any Member or Shareholder thereof, in relation to such Affairs, were Parties immediately before the passing of this Act, but any such Action, Suit, or other Proceeding may be maintained, prosecuted,

or

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or continued by or in favour of or against the Company, as the Case may be, in the same Manner and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by or in favour of or against the *Willington Company* or the *Walker Company*, as the Case may be, or any Member or Shareholder thereof, if this Act had not been passed, the Company being, in reference to the Matters aforesaid, in all respects substituted for the *Willington Company* and the *Walker Company*, as the Case may be.

12. All Entries in the Books of the *Willington Company* or of the *Walker Company*, as the Case may be, for evidencing the Ownership of any Share of the Capital of either Company, and showing who immediately before the passing of this Act were the Shareholders of either Company, shall be effectual to show who immediately before the passing of this Act were the Shareholders of the *Willington Company* or the *Walker Company*, as the Case may be; and all Books, Writings, and Documents which those Companies were respectively authorized or required to keep or make, and receivable in Evidence before the passing of this Act, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

Books to be Evidence.

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

Gas Rents, &c. to be recovered.

14. All Persons who immediately before the passing of this Act owed any Money to the *Willington Company* or to the *Walker Company*, or to any Person on their Behalf, in respect of their respective Gasworks Undertaking, shall pay the same, with all Interest (if any) due and payable or accruing upon the same, to the Company; and all Debts and Monies which immediately before the passing of this Act were due or owing or recoverable from the *Willington Company* or from the *Walker Company* in respect of their respective Gasworks Undertaking, or for the Payment of which those Companies respectively were or but for this Act would be liable, shall be paid, with all Interest (if any) due or payable or accruing upon the same, by or be recoverable from the Company.

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

15. All Officers and Servants of the *Willington Company* or the *Walker Company* who were in Office immediately before the passing of this Act shall hold and enjoy their respective Offices and Employments, together with the Salaries and Emoluments thereto annexed, until they resign the same or be removed therefrom by the Company, and shall have the like Powers and Authorities for the Purposes of this Act, and for carrying the same into execution, and shall be subject

Officers to continue until removed.

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and liable to the like Conditions, Obligations, Pains, and Penalties, and to the like Powers of Removal, and to the like Rules, Restrictions, and Regulations in all respects whatsoever, as if they had been appointed under this Act.

Capital.

16. The Capital of the Company shall be any Amount, not exceeding Twenty-five thousand Pounds, that the Company see fit, and may be divided into such Number of Shares and of such nominal Amount (not being less than Ten Pounds) that the Company see fit.

Shares not to issue until One Fifth paid up.

17. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Calls.

18. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between the successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Mode of ascertaining the Value of the respective Undertakings of the Two Companies.

19. The Works, Plant, Pipes, Mains, Materials, and other Assets, Estate, and Interest of and belonging to the *Willington* Company and the *Walker* Company respectively on the passing of this Act shall be valued by Two competent Persons (One to be chosen by each Company), and, in case of Disagreement, by an Umpire, to be chosen by such Two Persons before entering upon such Reference, unless the Parties can mutually agree upon a sole Arbitrator, and the Decision of such Arbitrators or Umpire or Arbitrator shall be final.

The Value of the Willington Works to be allotted in Shares to the Willington Company.

20. Shares or Stock (to be deemed fully paid up) of an aggregate nominal Amount equivalent to the Value of the Undertaking of the *Willington* Company, as ascertained in manner aforesaid, shall be allotted by the Company to the *Willington* Company, and such Shares or Stock shall be accepted by the Proprietors of the Undertaking of the *Willington* Company in full Discharge and Satisfaction of all their Interest in that Undertaking.

The Value of the Walker Works to be allotted in Shares to the Walker Company.

21. Shares or Stock (to be deemed fully paid up) of an aggregate nominal Amount equivalent to the Value of the Undertaking of the *Walker* Company, as ascertained in manner aforesaid, shall be allotted by the Company to the Proprietors of Shares in the *Walker* Company at the Time of the passing of this Act in the Proportions in which they shall then be respectively interested in the Capital of the *Walker* Company, and such Shares or Stock shall be accepted by those Proprietors in full Discharge and Satisfaction of all their Interest in the Undertaking of the *Walker* Company.

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22. All Persons or Corporations to whom any Part of such Shares or Stock shall be allotted shall stand and be possessed thereof upon the same Trusts, and subject to the same Powers, Provisoos, Declarations, and Agreements, Charges and Incumbrances, as the Trusts, Powers, Provisions, Declarations, and Agreements, Charges and Incumbrances, upon or to which the existing Share or Shares in respect of which such Shares or Stock shall be so vested was or were subject and liable immediately before the passing of this Act, so as to give effect to and not revoke any Will or other Testamentary Instrument disposing of or affecting such Share or Shares.

Such Capital to be subject to same Trusts as Shares.

23. All existing Certificates of Shares (until cancelled under the Powers of this Act), and all Sales, Transfers, and Dispositions heretofore made or executed of or relating to such Shares, shall remain in full Force and continue to be available in all respects as if this Act had not been passed.

Certificates to remain in force.

24. The Company shall call in and cancel the existing Certificates of the Shares of the *Walker* Company, and issue in lieu thereof Certificates of Shares in the Form and under the Conditions prescribed by "The Companies Clauses Consolidation Act, 1845," and "The Companies Clauses Act, 1863," but the Holders of such existing Certificates of Shares shall not be entitled to any Certificates for Shares under this Act until they shall have delivered up to the Company to be cancelled their Certificates of Shares, or shall have proved to the reasonable Satisfaction of the Directors of the Company the Loss or Destruction thereof.

Company to call in and cancel existing Share Certificates and issue new ones.

25. It shall not be lawful for the Company in any Year to make out of their Profits any larger Dividend on the additional Share Capital authorized by this Act beyond the Capital to be so allotted to the Proprietors of Shares in the *Willington* Company and the *Walker* Company respectively, as herein-before provided, than Seven Pounds by the Year in respect of every Hundred Pounds actually paid of such additional Capital.

Limit of Dividend on new Capital.

26. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Six thousand two hundred and fifty Pounds, but no Part thereof shall be borrowed until the whole Capital of Twenty-five thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof,

Power to borrow on Mortgage.

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thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

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

Power to create Debenture Stock.

28. The Company may create and issue Debenture Stock.

Existing Mortgages to have Priority.

29. All Mortgages and Bonds granted by either the *Willington* Company or the *Walker* Company which shall be subsisting as a Charge on their respective Undertaking at the Time of the passing of this Act shall, during the Continuance of such Mortgages and Bonds, have Priority over any Mortgages to be granted by virtue of this Act.

Application of Monies.

30. All Monies raised under this Act, whether by Shares, Debenture Stock, or borrowing, shall be applied to the Purposes of this Act only.

General Meetings.

31. The First Ordinary General Meeting of the Company shall be held within Two Months after the passing of this Act, and the future Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* and *August* in every Year, or in such other Months as the Company, by the Resolution of an Extraordinary General Meeting, from Time to Time determine; and all Meetings, whether ordinary or extraordinary, shall be held at such Place or Places within the Limits of this Act as may from Time to Time be appointed by the Directors.

Quorum of Meetings.

32. The Quorum to constitute a General Meeting, whether ordinary or extraordinary, of the Shareholders of the Company, shall be Five Shareholders holding in the aggregate not less than One hundred Pounds nominal Value in the Capital of the Company.

Extraordinary Meetings may be convened by Shareholders.

33. The Number of Shareholders who may convene Extraordinary Meetings of the Company shall not be less than Seven holding Capital in the Company of the aggregate nominal Value of One hundred and forty Pounds at least.

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- 34.** The Number of Directors shall be Nine, but the Company may from Time to Time reduce the Number, provided that the Number be not less than Six. Number of Directors.
- 35.** The Qualification of a Director shall be the Possession in his own Right of not less than Ten Shares. Qualification of Directors.
- 36.** The Quorum of a Meeting of Directors shall be Three. Quorum of Directors.
- 37.** *Addison Potter, George Auburn Allan, Henry Wilson, Robert Richardson Dees, Richard Cail, Robert Calvert Clapham, George Angus, Thomas Crawford, and William Cole* shall be the First Directors of the Company, and shall continue in Office until the First General Meeting held after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First General Meeting to be held in every Year after the First General Meeting the Shareholders present in person or by proxy shall, subject to the Power herein-before contained for reducing the Number of Directors, elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act. First Directors.
As to future Election of Directors.
- 38.** The Auditors need not hold Shares or Stock in the Company. Auditors need not hold Shares.
- 39.** The Remuneration of the Directors and Auditors shall from Time to Time be fixed by a General Meeting of the Company, and shall be paid out of the Rents or Sums receivable under this Act. Remuneration of the Directors and Auditors.
- 40.** The Company may purchase (but only by Agreement) and use for the Purposes of their Undertaking the Lands described in the Schedule to this Act. Power to purchase Lands by Agreement.
- 41.** The Company may from Time to Time purchase by Agreement any additional Lands which they may require for the Purposes of their Undertaking, not exceeding in the whole One Acre. Power to purchase additional Lands.
- 42.** Subject to the Provisions of this Act, the Company may from Time to Time maintain, alter, improve, enlarge, extend, discontinue, and remove the now existing Gasworks, Lands, and Premises of the *Willington Company* and of the *Walker Company*, and may, upon the Lands which they are by this Act authorized to purchase or lease, Power to maintain Works.

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provide and maintain or discontinue and remove additional or other Gasworks and Premises, and also such Retorts, Gasometers, Gas-holders, Receivers, Purifiers, Drains, Sewers, Mains, Pipes, Meters, Syphons, Machinery, and other Works and Apparatus and Conveniences as they think proper for manufacturing and supplying Gas, and may do all such Acts as they think proper for manufacturing Gas, and for storing Gas, and for supplying Gas within the Limits of this Act, and may manufacture, store, and supply Gas accordingly, and may manufacture, sell, provide, supply, and deal in Coke, Coal, Lime, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and all other Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, or which can or may be compounded or produced from the Coal or other Materials employed in the Manufacture of such Gas, and may also manufacture and sell, let, or deal in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks, or with the Supply of Gas to the Consumers thereof, in such Manner as the Company may think proper; but nothing in this Act contained shall prevent the Company from being liable to an Indictment for a Nuisance, or to any other legal Proceeding to which they may be liable, in consequence of making or supplying Gas, or doing such other Acts as by this Section they are authorized to do.

Prohibition
against
erecting
Gasworks
except on
Lands
described in
Schedule.

Power to lay
Pipes against
Buildings.

43. Provided always, That the Company shall not erect any Works for the Manufacture or Storage of Gas, except upon the Lands described in the Schedule to this Act already appropriated to that Purpose.

44. Subject to the Provisions in this and the said incorporated Acts contained, the Company may, with Consent of the Owner and Occupier of any Building, lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against any Building for the Purpose of lighting the same, and, with the like Consent, may provide and set up any Apparatus necessary for securing to such Buildings a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply.

Level of
Pipes in the
Ravine
between
Wallsend
and Willing-
ton.

45. The Company shall not, without the Consent of the said Mayor, Aldermen, and Burgesses, and of the *Tyne* Improvement Commissioners, lay any Pipes or Branches in or across the Ravine between the said Townships of *Wallsend* and *Willington* at a less Depth than Fifteen Feet below the Level of the River *Tyne* at Low Water of ordinary Spring Tides opposite such Ravine.

Limit of
Charge for
Gas.

46. The Price to be charged by the Company for the Gas supplied by them to Persons who shall burn the same by Meter shall not exceed the Sum of Five Shillings *per* Thousand Cubic Feet.

47. Every

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47. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter.

Consumers may be required to consume by Meter.

48. The Company may let for Hire any Meter for ascertaining the Quantity of Gas consumed or supplied, and any Fittings thereto, for such Remuneration in Money and on such Terms with respect to Repair of such Meter, and Fittings and securing the Safety and Return to the Company of such Meter, as may be agreed upon between the Hirer and the Company, and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to the Company for Gas.

Power to Company to let Meters.

49. The Company shall, whenever required, supply Meters to any Consumer, and shall be entitled to charge for the Use of such Meters a Rental not exceeding the Rates or Sums following; (that is to say,) for

Company shall when required supply Meters at a Rental.

Two-light Meters, Ninepence *per* Quarter :

Three-light Meters, One Shilling *per* Quarter :

Five-light Meters, One Shilling and Threepence *per* Quarter :

Ten-light Meters, Two Shillings and Sixpence *per* Quarter :

Twenty-light Meters, Three Shillings and Sixpence *per* Quarter :

Thirty-light Meters, Four Shillings and Sixpence *per* Quarter :

Forty-light Meters, Six Shillings and Sixpence *per* Quarter :

Forty-five-light Meters, Seven Shillings *per* Quarter :

Fifty-light Meters, Eight Shillings *per* Quarter :

One hundred-light Meters, Eighteen Shillings *per* Quarter.

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

Incoming Tenant not to pay Arrears of outgoing Tenant unless by express Agreement.

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

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

52. The Company shall erect such public Lamps as the different Local Boards of Health shall from Time to Time respectively direct at a Charge not exceeding Two Pounds for each Lamp, or on such other Terms as may be agreed upon between the Company and the Local Boards, and shall remove such Lamps to other Situations, when required by the said Local Boards, at a Charge of Twenty Shillings for each Lamp so removed, and shall also maintain, clean, and repair the

As to the public Lamps for lighting.

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the public Lamps at an uniform Charge of Three Shillings and Sixpence *per Lamp per Annum*, and shall supply Gas to and light and extinguish every public Lamp at a Charge of One Shilling and Twopence for every Week during which such Lamp shall be lighted from Sunset to Sunrise; and the Company shall provide and furnish free of Charge the Lamps, with proper and sufficient Service Pipes, Stop-cocks, Burners, and all other Apparatus necessary for the proper lighting thereof, and for the Supply of Gas thereto from the Company's Mains; and every Burner shall be of such Size and Make as to consume at least Four Cubic Feet of Gas an Hour, with a Water Pressure of One Inch; but these Provisions shall cease to be binding upon the Company whenever another Gas Company authorized by Special Act of Parliament shall supply Gas within the District; and the several Local Boards shall be at liberty at any Time or Times between the Twenty-sixth Day of *April* and the Twenty-third Day of *August*, both inclusive, to diminish the Number of public Lamps to be lighted by the Company to a Number which shall be mutually agreed upon at the Time, but not less than One Half of the whole Number of public Lamps within the respective Districts.

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

53. The Company, whenever so required by the said Local Boards, shall provide, lay down, renew, and maintain all Main and Service Pipes and other Apparatus proper and sufficient for supplying Gas for lighting the public Streets and Places, public Clocks, and public Buildings from Time to Time required by the said Local Boards to be lighted, subject nevertheless to the Provisions in this Behalf contained in "The Gasworks Clauses Act, 1847."

Period for
lighting
public
Lamps.

54. The public Lamps to be lighted by the Company in each District shall be lighted from Sunset to Sunrise, unless otherwise agreed upon between the Company and the Local Boards, as the Case may be.

Power to
remove
Meters and
Fittings.

55. The Company may, after Twenty-four Hours Notice in Writing under the Hand of the Secretary or other authorized Officer of the Company to the Occupier, or, if unoccupied, then to the Owner or Lessee of any Land or Premises in which any Pipes, Mains, Meters, or Fittings belonging to the Company are fixed, and through or in which the Supply of Gas shall from the Neglect of the Owner or Occupier be discontinued, enter such Land or Premises between the Hours of Eight in the Morning and Six in the Afternoon for the Purpose of removing and may remove such Pipes, Meters, or Fittings, repairing all Damage caused by such Entry or Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode, or sent by Post addressed to such Person: Provided that if the Owner or Lessee of any such unoccupied Land or Premises be unknown to the Company after

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after due Inquiry, the Notice may be given by affixing it for Three Days to some conspicuous Part of the Land or Premises.

56. Every Consumer of Gas of the Company shall at all Times, at his own Expense, keep all Meters belonging to him whereby any Gas of the Company is registered in proper Order and of sufficient Size for correctly registering such Gas, in default whereof the Company may cease to supply Gas through such Meter, and the Company shall have Access to and be at liberty to take off, remove, test, inspect, and replace the same at all reasonable Times, such taking off, Removal, testing, inspecting, and replacing to be done at the Expense of the Company if the Meter be found in proper Order, but otherwise at the Expense of the Consumer.

Consumer to keep his own Meter in order.

57. If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Pipes, Mains, Meters, or Fittings, or other Things connected therewith, belonging to the Company, or shall alter the Index to any Meter, or fraudulently alter any Part of such Meter or any Pipes connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such Meter from duly registering the Quantity of Gas supplied, or by any Means fraudulently abstract, consume, or use the Gas of the Company, every Person so offending shall for every such Offence forfeit to the Company any Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damage sustained by them which shall not be satisfied by the Amount of the Penalty recovered, and may also discontinue until the Act complained of is remedied, but no longer, the Supply of Gas to the Person so offending, and that notwithstanding any Contract previously existing; and the Existence of artificial or irregular Means for causing such Alteration or Abstraction, when such Meter shall be under the Custody or Control of the Consumer, shall be *primâ facie* Evidence that the same has been knowingly, wilfully, and fraudulently caused by the Consumer using such Meter: Provided always, that this Enactment shall not prejudice any Right of the Company to institute any Criminal Proceedings in reference to such Offence in any Case where they shall not proceed summarily under this Act.

Penalty for damaging Meters.

58. If any Person shall neglect to pay any Sum or Sums of Money due to the Company for the Supply of Gas, or for the Hire or fixing of Meters or Fittings, the Company or the Directors, or any Person acting under their Authority, may summon the Party in default before a Justice, and the Justice may order that the Sum so due, or any Part thereof, may be levied by Distress and Sale of the Goods and Chattels of the Person neglecting to pay the same, wherever such Goods and Chattels may be found, the Surplus, if any, being rendered to the Person so neglecting to pay, after Deduction of the necessary

Gas Rents may be recovered by Distress.

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Charges for such Distress and Sale, and the Justice shall issue his Warrant accordingly.

Contents of Warrant.

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

Warrant shall include Costs.

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

Recovery of Sums due to the Company.

61. Whenever any Person neglects to pay any Gas Rate, Meter Rent, or other Sum due to the Company, the Company may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction for the Recovery of Debts of the like Amount, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in that Behalf.

As to Quality of Company's Gas.

62. All the Gas supplied by the Company shall be of such a Quality as to produce from an Argand Burner, as herein-after described, consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six in the Pound, burning One hundred and twenty Grains *per* Hour.

Company to erect Test Meter.

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

Description of Burner.

64. The Argand Burner shall be of the Description now known as *Sugg's Stealite Burner*, with Fifteen Holes, and the Measurements of the several Parts of the Burner shall be as follows; namely, the external Diameter of the Burner shall be One Inch and One Tenth of an Inch, the internal Diameter thereof shall be Half an Inch, each of the Fifteen Holes shall be One Twentieth Part of an Inch in Diameter, the Chimney shall be Seven Inches high, and the Rest for the Gallery which holds the Chimney shall be One Inch below the Top of the Burner.

Purity of Gas.

65. All Gas supplied by the Company shall be of such Purity that the Gas will not discolour Turmeric Paper, or Paper imbued with Acetate

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Acetate of Lead, when such Paper is exposed to a Current of Gas issuing for One Minute from an Orifice One Fourth of an Inch in Diameter at a Pressure of not less than Half an Inch of Water.

66. Gas supplied by the Company shall not contain more than Twenty Grains of Sulphur in any Form in One hundred Cubic Feet of Gas, the Amount of Sulphur therein contained to be estimated by the Process known as Doctor *Letheby's* Sulphur Test, the Description of which is as follows; namely, the Gas shall be burned from a *Leslie's* Burner at a Rate of not more than One Cubic Foot *per* Hour, and the Products of the Combustion of the Gas shall be conveyed, together with an Excess of Ammonia, into a Glass Receiver, with an educt Tube of not less than Three Feet in Length, and not more than Three Quarters of an Inch in Diameter, whereby the condensible Products of Combustion shall be condensed, and the Sulphur therein shall be estimated as Sulphate of Baryta, according to the best Chemical Method applicable in that Behalf.

Absence of Sulphur from Gas.

67. It shall at any Time be lawful for the Town Council of the Borough of *Newcastle-upon-Tyne*, by Order in Writing, to appoint some competent Person, not being a Member or Officer or Servant of such Town Council, to proceed to the Works of the Company, and the Person so appointed, on giving Six Hours previous Notice in Writing to the Company, may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Superintendent or other Officer of the Company make Experiment of the illuminating Power or Purity of the Gas by means of the experimental Meter and other Apparatus before mentioned, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiments; and if it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company (after hearing the Parties), that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, or that the illuminating Power or Purity of the Gas supplied did not, when tested, equal the illuminating Power or Purity by this Act prescribed, in any such Case the Company shall forfeit such Sum, not exceeding Twenty Pounds, as the Justices shall determine.

Power to Town Council to test the Purity of the Gas.

68. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by such Justices, and in the event of any Penalty being imposed on the Company shall be paid, together with such Penalty, by the Company, or, in the event of any Penalty not being imposed on the Company, shall be paid by the Town Council.

Cost of Experiment to be paid according to the Event.

69. Penalties

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Penalties not
cumulative.

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

Liability to
Gas Rates
not to dis-
qualify
Justices.

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

Shareholder
may be a
Member of
Local Board,
&c.

71. No Shareholder of the Company shall be disqualified from being or acting as a Member of any Local Board of Health or Town Council, or as a Commissioner, under and by virtue of any Acts of Parliament passed or that may be passed for the better paving, cleansing, lighting, watching, or improving any Parish or Place within the Limits of this Act, or in anywise connected therewith, or be liable to any Penalty as such, notwithstanding the Local Board or Town Council of which he is a Member, or the Commissioners acting under and by virtue of such Acts, or any of them, may enter into any Contract with the Company or the Directors for the Time being: Provided that no such Shareholder, being a Member of such Local Board or Town Council or such Commissioner, shall be entitled to vote in or concerning any such Contract.

Company's
Reports to
be published.

72. All yearly or half-yearly Reports of the Company shall be published regularly in One of the Newspapers published in *Newcastle-upon-Tyne*.

Power to
lease Under-
taking to
Newcastle
and Gates-
head Gas
Company.

73. The Company may from Time to Time lease their Undertaking to the *Newcastle-upon-Tyne and Gateshead Gas Company* (herein-after referred to as the Lessees) for such Term, and in consideration of such gross or periodical Payments, Rents, or Reservations, and under and subject to such Covenants, Conditions, Provisions, Regulations, and Restrictions, as the Parties to any such Lease shall think proper, and the *Newcastle-upon-Tyne and Gateshead Gas Company* may accept such Lease accordingly.

Effect of
Lease.

74. Such Lease may comprise the User or Exercise by the Lessees, their Directors, Officers, and Servants, of all or any of the Powers, Privileges, Rights, and Authorities granted to, or which at the Time of making such Lease might be used or exercised by, the Company, their Directors, Officers, or Servants, but subject to the same Restrictions, Obligations, and Regulations as those to which the Company, their Directors, Officers, and Servants respectively, would be liable in the Exercise of such Powers, Privileges, and Authorities if such Lease were not made.

75. The

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75. The Company may, notwithstanding any Lease thereof may have been previously granted, sell and transfer their Undertaking, or any Portion or Portions thereof, together with all or any of their Powers, Rights, Privileges, and Authorities, to the *Newcastle-upon-Tyne and Gateshead Gas Company* (herein-after referred to as "the purchasing Company") upon such Terms and Conditions and for such Consideration as may be mutually agreed upon; and the *Newcastle-upon-Tyne and Gateshead Gas Company* may accept and take such Transfer, and the purchasing Company may employ their Capital in paying the Consideration for such Transfer.

Power to sell Undertaking to Newcastle and Gateshead Gas Company.

76. At the Time agreed on for any such Transfer taking effect, or if no Time be specified for that Purpose, then upon and from the Transfer, the Undertaking agreed to be transferred shall be and hereby is vested in the purchasing Company, and thenceforth the purchasing Company may have and hold such Undertaking, and may use, exercise, and enjoy all the Powers, Rights, Privileges, and Authorities vested in the Company immediately before the Transfer, or which but for the Transfer might accrue to them, or such of the same Powers, Rights, and Privileges as shall not be agreed to be accepted by such Transfer: Provided always, that every such Transfer shall be evidenced by a Deed of Transfer duly stamped, and in which the Consideration shall be fully and truly set forth.

Evidence and Effect of Transfer.

77. No such Transfer or Lease shall be of any Effect unless previously to the making thereof the Terms thereof shall have been sanctioned by Three Fifths at least of the Votes of the Shareholders of each Company, being a Party thereto, present either in person or by proxy at some Extraordinary Meeting of such Company convened specially for that Purpose; and the Seal of any Company fixed to or impressed upon any such Deed of Transfer or Lease shall as between the Companies, Parties thereto, be conclusive, and as between those Companies and any other Person be *primâ facie* Evidence that the required Sanction of the Shareholders of that Company has been duly given.

Sanction of Shareholders.

78. From and after any such Transfer of the Undertaking of the Company all Debts then due on Mortgage or Bond by them shall, as between the Company, the purchasing Company, and the other Parties, be payable and paid by the purchasing Company, and until paid shall continue charged or secured exclusively on such Undertaking, and separate Accounts shall be kept for such Debts and all other Debts then due; and all Gas Rents and other Monies which immediately before the Transfer were due or payable, or which but for the Transfer might thereafter become due or payable, from or to the Company, shall then and thenceforth be due or payable from or to the purchasing Company, and shall and may be recovered from or by the purchasing Company by the same Ways and Means, and subject

Provisions for Debts and Credits of selling Company.

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to the same Restrictions and Regulations, as in case the Transfer were not made the same might be recovered from or by the Company.

Previous Sections relating to Dissolution of dissolved Company made applicable to Transfer of Undertaking

79. When and so soon as the Transfer of the Undertaking shall be completed the Provisions of the following Sections of this Act, namely,

The Section providing that the previous Rights and Liabilities of the *Willington* Company and the *Walker* Company shall not be affected;

The Section providing that Contracts prior to the passing of this Act shall be binding;

The Section providing that Actions shall not abate;

The Section providing that Books shall be Evidence;

The Section providing that Gas Rents may be recovered;

The Section providing for Payment of Debts owing before the passing of this Act,

shall, *mutatis mutandis*, have the same Relation and Application to the Transfer of the Undertaking of the Company and the vesting thereof in the purchasing Company as they have in the former Part of this Act to the *Willington* Company and the *Walker* Company, and the vesting of their Powers in the Company, in the Construction of such Sections the Company being substituted for the *Willington* Company and the *Walker* Company, the purchasing Company for the Company, and the Transfer of the Undertaking for the passing of this Act.

For Recovery of Rents, &c.

80. If and as often as any Rent or other Payment reserved and made payable by any such Lease, or any Rentcharge payable in respect of any such Transfer, be not paid within Twenty-one Days after it becomes payable, and after Demand thereof in Writing by the Company or their Officer, the Company may either recover the same from the Lessees or purchasing Company, as the Case may be, with Costs of Suit, in any Court of competent Jurisdiction, or may levy the same by Distress and Sale of the Goods and Chattels, Estates and Effects, of the Lessees or purchasing Company.

Receipt to be sufficient Discharge.

81. A Receipt in Writing under the Hands of any Two of the Directors of the Company for the Time being, or under the Common Seal of the Company, for any Money payable to the Company in respect of any such Transfer or Lease, shall be an effectual Discharge to the purchasing Company or Lessees making the Payment for the Money therein expressed to be received, and from all Liability, Claims, or Demands in respect thereto.

Application of Rents, &c.

82. The Directors of the Company shall stand possessed of the Rents or annual Reservations coming to their Hands from any Lease or Transfer made under this Act upon trust to pay and apply the

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the same in like Manner as the net Income arising from the Undertaking of the Company would be applicable if they were in possession thereof.

83. The Directors of the Company shall stand possessed of any Money coming to their Hands for the Purchase of the Undertaking upon trust to pay thereout all the Debts and Liabilities of the Company which shall at the Time of the Transfer remain unpaid, and to divide and distribute the Residue between the several Persons who shall then be Holders of the Shares in the Company, their respective Executors, Administrators, or Assigns, according to their respective Priorities, and rateably and in proportion to the Number of their respective Shares in the Capital of the Company, and may exercise all other Powers necessary for paying the Debts, distributing the Assets, and (if need be) winding up the Affairs of the Company.

Application
of Purchase
Money.

84. The several Persons whose Names appear in the Books of the Company as the Holders of Shares therein at the Time of any such Transfer or Lease shall, until the Directors of the Company receive Notice to the contrary, be considered to be the Persons entitled to participate as Shareholders in the Distribution of any Sum or Sums of Money from Time to Time divisible among the Shareholders in the Company under or in consequence of any such Transfer or Lease.

Proof of
Proprietor-
ship of
Shares.

85. When and so soon as the Debts of the Company shall be paid, and their Affairs wound up, the Company shall be dissolved.

When Debts
paid and
Affairs
wound up
Company to
be dissolved.

86. If the Directors of the Company shall be unable, by reason of the Absence from *Great Britain* or Incapacity of any Shareholder, his Executors, Administrators, or Assigns, or of his Existence or Place of Abode not being after diligent Inquiry ascertainable by the Directors, to pay to such Shareholder, his Executors, Administrators, or Assigns, any Sum of Money which may be payable to him or them by the Company under the Provisions of this Act, then and in every such Case the Directors may from Time to Time, according to the Provisions of any Act for the Time being in force authorizing the Payment into the Court of Chancery of Trust Monies under like Circumstances, pay into that Court all Monies which under this Act ought to be paid by the Directors to him or them, and such Payment shall be deemed as Payment by the Company to him or them, and he or they shall be entitled to obtain, according to the Provisions of any such Act, Payment of such Money out of that Court to him or them.

Provision in
case of
Absence of
Share-
holders.

87. Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or affect any of the Estates, Rights, Interests, Powers, and Authorities or Privileges of the Mayor, Aldermen, and Burgesses of the Borough of *Newcastle-upon-Tyne*.

Saving
Rights of
Corporation
of Newcastle-
upon-Tyne.

88. Nothing

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Saving
Rights of
the Tyne
Improve-
ment Com-
missioners.

88. Nothing in this Act contained shall in any Manner prejudice, diminish, alter, or take away any of the Rights or Privileges, or any Power, Jurisdiction, or Authority, now vested in or enjoyed by the *Tyne* Improvement Commissioners, but all such Rights and Privileges, and every such Power, Jurisdiction, and Authority, shall continue and be in force as if this Act had not been passed.

Expenses of
Act.

89. All the Costs, Charges, and Expenses of and incident to the passing of this Act and preparatory thereto shall be paid by the Company.

SCHEDULE referred to in the foregoing Act.

Firstly, a Piece of Land situate in the Township of Willington in the Parish of Wallsend aforesaid held by Addison Potter, Esq., under a Lease from the Mayor, Aldermen, and Burgesses of the Borough of Newcastle-upon-Tyne, bounded on the West by a Cart Road called Copper Road leading from Nelson Street to the River Tyne, on the North by a proposed Road called or intended to be called Gas Lane leading from the said Cart Road to the Main Street of Willington, and on the West and South by Ground and Premises belonging to the said Mayor, Aldermen, and Burgesses, and by them demised to the Owners of the Willington Smelting Works, and used for the Purpose of smelting Copper Ore. Secondly, a Piece of Land situate at Walker in the Parish of Long Benton in the County of Northumberland, and held by Lease from the said Mayor, Aldermen, and Burgesses, bounded on the North and West by Ground belonging to the Lessors, and in the Occupation of the Owners of Walker Colliery, on the South by the Road leading from the Newcastle and North Shields Turnpike Road to Low Walker, and on the East by other Ground also belonging to the said Lessors, in the Occupation of Messrs. Forster, Dale, and Co., and Thomas Barnes, or their Under-tenants, and used as Gardens.

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