ANNO TRICESIMO

VICTORIÆ REGINÆ.

****

Cap. xv.

An Act for extending the Limits of "The *Barnsley* Gas Act, 1852;" and for authorizing the *Barnsley* Gas Company to construct new Works and raise more Money; and for other Purposes.

[3d *May* 1867.]

WHEREAS by "The *Barnsley* Gas Act, 1852," the *Barnsley* Gas Company (in this Act called "the Company") are authorized to supply Gas within the Limits of that Act, which Limits (Section 37) are confined to the Town of *Barnsley* in the County of *York:* And whereas under the Authority of that Act the Company increased their Share Capital to Thirty-two thousand Pounds, which was originally divided into Shares, but the same having been fully paid up have been converted into Thirty-two thousand Pounds Consolidated Stock: And whereas the Company have also converted into Capital the Sum of Eight thousand Pounds which they were by the said Act authorized to borrow (making their total Capital Forty thousand Pounds): And whereas the Company have no Mortgage or Bond Debt: And whereas it is expedient that the Company be empowered to extend their Supply of Gas to the whole of the Township of *Barnsley* and to other Parts of the Parish of *Silkstone*, and to Parts of the neighbouring Parishes of *Darfield*,

15 & 16 Vict. c. viii.

Darton, and *Royston*, all in the West Riding of the County of *York*: And whereas it is expedient that the Company be empowered to acquire additional Lands and to construct new Gasworks: And whereas it is expedient that the Company be empowered to raise more Money: And whereas it is expedient that "The *Barnsley* Gas Act, 1852," be in other respects amended: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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 for all Purposes be cited as "*Barnsley* Gas Act, 1867."

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

2. "The Gasworks Clauses Act, 1847," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to

The Distribution of the Capital of the Company into Shares;
The Transfer or Transmission of Shares;
The Payment of Subscriptions and the Means of enforcing the Payment of Calls;
The Forfeiture of Shares for Nonpayment of Calls;
The Remedies of Creditors of the Company against the Shareholders;
The borrowing of Money by the Company on Mortgage or Bond;
The Conversion of borrowed Money into Capital;
The Consolidation of the Shares into Stock;
The General Meetings of the Company, and the Exercise of the Right of voting by the Shareholders;
For making of Dividends; and
The giving of Notices;
The Provisions to be made for affording Access to the Special Act by all Parties interested;

And Part I., relating to Cancellation and Surrender of Shares, and Part II., relating to Additional Capital, of "The Companies Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act: Provided that this Act shall not authorize the Purchase of Land otherwise than by Agreement.

Same Meanings to Words in incorporated Acts as in this Act, &c.

3. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; the Expression "the Local Board" in this Act

Act means the Local Board of Health of the Township of *Barnsley* in the Parish of *Silkstone* and West Riding of the County of *York*; and the Expression "Superior Courts," or "Courts of competent Jurisdiction," in "The *Barnsley* Gas Act, 1852," and this Act respectively, or any Act in whole or in part incorporated with "The *Barnsley* Gas Act, 1852," or with this Act, shall for the Purposes of "The *Barnsley* Gas Act, 1852," and this Act respectively, 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; and no Land, Building, Station, Yard, or Works connected with the Railway of any Railway Company incorporated by Act of Parliament (except Bridges carrying any public Road or Way or Street over or under any Railway, and except Railways where crossed on the Level by public Roads, Ways, or Streets,) shall be deemed to be dedicated to public Use within the Meaning of the Seventh Section of "The Gasworks Clauses Act, 1847."

Provisions of recited Act as to Ordinary Meetings repealed.

4. With reference to all future Ordinary Meetings, "The *Barnsley* Gas Act, 1852," shall be read and have Effect as if throughout that Act the Third *Monday* in *February* were named or referred to instead of the last *Monday* in *January*: Provided nevertheless, that any other Period for holding the Ordinary Meetings may be appointed by an Order of a General Meeting.

Recited Act and this Act to be as One.

5. "The *Barnsley* Gas Act, 1852," as amended by this Act, and this Act shall be read and have effect as One Act.

Extension of Limit for Supply of Gas.

6. The Limits of "The *Barnsley* Gas Act, 1852," are hereby extended to and shall henceforth comprise the whole of the Township of *Barnsley* in the Parish of *Silkstone*, and the several Townships of *Dodworth* and *Stainbrough*, also in the Parish of *Silkstone*, the several Townships of *Barugh* and *Darton* in the Parish of *Darton*, the several Townships of *Roystone*, *Carlton*, and *Monkbretton*, in the Parish of *Roystone*, the Township of *Ardsley* in the Parish of *Darfield*, so much of the Township of *Worsbrough* in the said Parish of *Darfield* as lies between the Road or Way called *Genn Lane* and the Boundary separating the said Townships of *Ardsley* and *Worsbrough*, and is within Two hundred and fifty Yards measured in a straight Line on a horizontal Plane from any Point in the Boundary separating the said Townships of *Worsbrough* and *Barnsley* between *Genn Lane* and the first-mentioned Boundary, and so much of the Township of *Notton* in the Parish of *Roystone* as is on the South Side of *Shaw Lane* and *Lee Lane*, and lies between the Township of *Darton* and the Township of *Roystone*, all which said several Parishes adjoin the said Township of *Barnsley*, and are in the West Riding of the County of *York*;

York; and all the Powers by "The *Barnsley* Gas Act, 1852," as amended by this Act, given to the Company, may be exercised within the Limits so extended.

Increase of Capital.

7. In addition to their present Capital of Forty thousand Pounds, the Company from Time to Time may, by the Creation of new Ordinary and Preference Shares, or (at the Option of the Company) by either of those Modes, raise any further Sums not exceeding in the whole Forty thousand Pounds; but no such Share shall be of less Amount than Ten Pounds.

Shares not to issue until One Fifth paid up.

8. 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 the Share shall have been paid up in respect thereof.

Calls.

9. As regards Shares created under this Act, One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between 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.

Limiting Dividends on new Capital.

10. The Company shall not in any Year make out of their Profits any larger Dividend on the additional Share Capital of Forty thousand Pounds to be raised under the Powers of this Act than Seven Pounds in respect of every One hundred Pounds actually paid of such Capital on Ordinary Shares, or Six Pounds in respect of every One hundred Pounds actually paid of such Capital on Preference Shares; provided that, if the Meeting creating any Preference Shares under this Act so resolve, any Portion not exceeding One Third of the Dividend on such Shares may be deferred until after a Dividend at the Rate of Ten Pounds *per Centum per Annum* on all Stock and Shares created by the Company previously to the passing of this Act, and representing their then existing Capital of Forty thousand Pounds, shall on each Occasion of declaring a Dividend be paid or appropriated.

Power to borrow on Mortgage.

11. The Company from Time to Time may borrow on Mortgage in respect of their present Capital any Sums not exceeding in the whole Ten thousand Pounds, and in respect of every Ten thousand Pounds of the additional Capital by this Act authorized any Sums not exceeding in the whole Two thousand five hundred Pounds.

Restriction on borrowing.

12. Provided that no Part of any such Sum of Two thousand five hundred Pounds to be so borrowed shall be borrowed until the whole of the respective Ten thousand Pounds of Capital in respect of which it is to be borrowed is subscribed for, and One Half thereof is paid up,

and

and the Company prove to the Justice who is to certify, under Section 40 of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the respective Ten thousand Pounds of Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Ten thousand Pounds has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that the respective Ten thousand Pounds of Capital was issued *bonâ fide* and is held by the Subscribers or their Assigns, and that the Subscribers or their Assigns are legally liable for so much thereof as remains unpaid; 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.

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

Monies borrowed on Mortgage to have Priority.

14. All Monies to be borrowed on Mortgage under this Act, from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts to be incurred or Engagements to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rentcharge granted or to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860;" nor shall anything herein-before contained prejudice or affect any Claim or Lien in respect of any Land taken, used, or occupied by the Company, or injuriously affected by the Exercise of any of the Powers by this Act, or "The *Barnsley* Gas Act, 1852," conferred upon the Company.

Application of Monies.

15. All Monies raised under this Act, whether by Shares or by borrowing, shall be applied only for the Purposes of "The *Barnsley* Gas Act, 1852," as amended by this Act, and this Act.

Power to construct new Works

16. The Company may by Agreement purchase, take, and hold all or any Part of the Lands described in the Schedule to this Act annexed,

and acquire Site.

annexed, and may from Time to Time erect, make, and maintain thereon and use Works for the Manufacture of Gas, and other Works and Conveniences for the Purposes of their Undertaking, but the Company shall not erect or make any Works for the Manufacture of Gas except on the Lands described in the said Schedule, and Lands now occupied by such Works under the Authority of "The *Barnsley* Gas Act, 1852."

Power to purchase additional Lands.

17. In addition to the Lands before mentioned, the Company may from Time to Time purchase, or acquire by Agreement, any other Lands not exceeding in Quantity Eight Acres: Provided always, that the Company shall not erect any Works for the Storage of Gas upon any Lands so to be purchased or acquired, being within Three hundred Yards of any Dwelling House existing at the Time of such Purchase or Acquisition, without the Consent in Writing of the Owner, Lessee, and Occupier of every such Dwelling House.

Further Powers as to Licences, Meters, &c.

18. The Company may from Time to Time take and hold any Licence or Authority under Letters Patent to use any Invention relating to the Manufacture or Distribution of Gas, or the Utilisation of the residual Products arising in the Manufacture of 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 or Use of Gas, and may provide and do all such Things as they may deem expedient for the Purposes of the Business of a Gas Company: Provided always, that the Company shall not be the exclusive Holders of Patent Rights, but shall hold Patent Rights only under Licence from or under the Patentees.

After Aug. 13, 1869, all Meters to be stamped.

22 & 23 Vict. c. 66.

19. From and after the Thirteenth Day of *August* One thousand eight hundred and sixty-nine, the Company shall not supply Gas through any Meter which shall not have been properly stamped under the Provisions of an Act passed in the Twenty-second and Twenty-third Years of the Reign of Her present Majesty, intituled *An Act for regulating Measures used in Sales of Gas*, unless by Agreement between the Company and the Consumer or Consumers of such Gas.

Limiting the Price of Gas.

20. The Price to be charged by the Company for Gas supplied to Persons who shall burn the same by Meter shall not exceed within the Town of *Barnsley* Four Shillings, and elsewhere Six Shillings, during the first Ten Years after the Company commence supplying Gas beyond the Town of *Barnsley*, and after that Period Five Shillings *per* One thousand Cubic Feet.

21. All

Quality of Company's Gas.

21. All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes, and a Seven-Inch Chimney, and 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 maintain a Meter to test Quality of Gas.

22. And whereas the Company have erected in a separate Room on their Premises an Experimental Meter fit for testing all the Gas provided by the Company, furnished with an Argand Fifteen-Hole Burner and a Seven-Inch Chimney or other approved Burner and Chimney capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus, so situated and arranged as to test the illuminating Power of all the Gas supplied to the Consumers: Therefore the Company shall at all Times keep and maintain the said Experimental Meter and Apparatus, or other like Meter and Apparatus equally effective in Situation and Arrangement, in good Repair and Working Order, and if and when necessary renew the same.

As to testing the Quality of the Gas.

23. It shall be lawful for any Two Justices, on the Application of any Consumers of the Gas of the Company, not being less than Five in Number, or for the Local Board, by Order in Writing, to appoint some competent Person to proceed to the Works of the Company; and the Person so appointed 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 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 for the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company, or (if the Application be by the Local Board) not being Members of the Local Board, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine, under the Circumstances of the Case.

Costs of Experiment to be paid according to Event.

24. 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;

but

but in the event of no Penalty being imposed such Costs shall be awarded to be paid by such Consumers, or (as the Case may be) by the Local Board to the Company, and shall be paid or levied accordingly.

Fraudulently injuring Meters.

25. Every Person who shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter or Fitting belonging to the Company, or shall fraudulently alter the Index to any Meter, or shall prevent any Meter from duly registering the Quantity of Gas supplied, shall for every such Offence forfeit and pay to the Company a Sum not exceeding Five Pounds, without Prejudice to any other Right or Remedy for Protection of the Company or the Punishment of the Offender; and the Company may also recover the Amount of any Damages by them sustained, and the Company may also discontinue the Supply of Gas to the Person so offending, notwithstanding any Contract previously existing; and the Existence of artificial Means for causing such Alteration or Prevention when such Meter shall be under the Custody or Control of the Consumer shall be *primâ facie* Evidence that the same has been fraudulently, knowingly, and wilfully caused by the Consumer using such Meter.

Power to remove Meters and Fittings.

26. The Company, by their Agents and Workmen, after giving Twenty-four Hours Notice in Writing to the Occupier, or if unoccupied then to the Owner or Lessee, of any Land, House, or Building in which any Pipes, Mains, Meters, or Fittings belonging to the Company are laid or fixed, and through or in which the Supply of Gas shall, from any Cause other than the Neglect or Default of the Company or their Servants, be discontinued, may enter such Land, House, or Building between the Hours of Nine in the Forenoon and Four in the Afternoon, and may remove such Pipes, Mains, Meters, or Fittings, but repairing all Damages caused by such 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 at such Place of Abode, or if such Person or his Address be not known to the Company, and cannot after due Inquiry be found or ascertained, then by being affixed on some conspicuous Part of such Land, House, or Building.

Protection to Canals and navigable Rivers.

27. Provided always, That nothing contained herein or in the said recited Act, or in any Act or Acts wholly or partially incorporated therewith respectively, shall authorize the Company to lay or construct any Main Pipe or Works (except Mains and Pipes or Works laid or constructed or to be laid or constructed in any public Road or Way, or Street or Bridge, under which any Canal or River, or any Work connected therewith, now passes or may hereafter pass, and except Renewals, Repairs, and Alterations of such Pipes and Works,)

Works,) in, upon, across, under, or over any Land, or Land covered with Water, which or the Surface whereof is or shall be used by any Company or Undertakers as a Canal, navigable River, Feeder, or Reservoir, Dock, Basin, Lock, Wharf, Quay, Landing Place, Towing-path, or Yard, without the Consent in Writing in each Case of such Company or Undertakers, and until after the Expiration of Fourteen Days written Notice to be given to such Company or Undertakers, or their Clerk or Secretary, and then only at such Level and in such Manner as shall not interfere with the free Use and Occupation of such Land, or Land covered with Water, or of any of the Culverts or other Works of such Company or Undertakers; and in every such Case it shall be lawful for the Company or Undertakers to whom such Notice is to be given as aforesaid to lay or construct such Main Pipe or Work, and to do all such other Acts as they shall deem expedient for the Purpose of protecting such Canal or navigable River from Injury or Obstruction during the Construction or after the Completion thereof; and all Expenses which shall have been incurred by them in laying or constructing such Main Pipe or Work, or doing any such Act as aforesaid, shall immediately after the Completion thereof be repaid to them by the Company, and in default thereof shall be recoverable as liquidated Damages; provided nevertheless, that nothing herein contained shall authorize the Company to cut away or interfere with the Fabric or Stone Work of any Bridge under which any Canal or River shall pass as aforesaid; and the Company shall give to such other Company or Undertakers Forty-eight Hours Notice of their Intention to lay or construct any Pipes or Works in or over any such Bridge, in order that such other Company or Undertakers may be satisfied that no Injury is done thereto; but the Company shall only be required to give so long a Notice as may be practicable in any Case where it may become necessary to alter or renew any Pipe by reason of the bursting thereof, or in consequence of any Leakage by which the Public Health or Safety shall be endangered.

Power to Canal Company to alter Pipes.

28. Wherever any Main Pipe or other Works the Construction whereof is authorized by this Act or by the said recited Act, or any Act or Acts wholly or partially incorporated therewith, shall have been laid or constructed in, upon, across, under, or over any Land, or Land covered with Water, which, or the Surface whereof, shall be used by any Company or Undertakers as a Canal, navigable River, Feeder, Reservoir, Dock, Basin, Lock, Wharf, or Quay, Landing Place, Towing-path, Bridge, or Yard, it shall be lawful for such Company or Undertakers, at any Time thereafter, if they shall deem it necessary or expedient so to do, and notwithstanding that they may have themselves constructed or consented to the Construction thereof, to alter, at their own Expense, the Situation, Position, Direction, and Level of such Main Pipe in such Manner as they shall

shall think fit; provided that such Alterations shall not be made until the Expiration of Fourteen Days written Notice to be given to the Company, and shall be completed with all reasonable Despatch.

Protection of Stream supplying Barnsley and Dearne and Dove Canals.

29. Whenever any Main Pipe or other Work the Construction whereof is authorized by this Act or by the said recited Act, or by any Act or Acts wholly or partially incorporated therewith respectively, shall cross, intersect, or interfere with any River, Brook, Stream, or Spring of Water now supplying the *Barnsley* Canal Navigation and the *Dearne and Dove* Canal Navigation, or any Cut, Canal, Feeder, or Reservoir connected therewith or with either of them, the Company shall, at their own Expense, cause such River, Brook, Stream, or Spring of Water to flow over, under, or by the Side of such Main Pipe or Work, so that the whole of the Waters thereof may fall into such Navigation, Cut, or Canal at the same Place and Level as before the Construction of such Main Pipe or Work, to the Intent that the Supply of Water to the said Navigation, Cuts, and Canals may not be in any Manner prejudiced.

Option to Railway Company to lay Pipes, &c. at level Crossings.

30. Whenever the Company desire that any Pipe or Work should be laid or constructed in, under, or across any Road, Way, or Street where a Railway belonging to any Company incorporated by Act of Parliament crosses such Road, Way, or Street on the Level, they shall give Notice in Writing to such Railway Company of the Manner in which they desire the Pipe or Pipes to be laid or Work to be constructed; and if the Railway Company do not within Fourteen Days from the giving of such Notice give the Company Notice in Writing that they object to the proposed Manner of Construction, or that they will undertake the Work themselves, the Company may proceed to lay down such Pipe or Pipes and construct such Work in the Manner indicated in the said Notice: Provided always, that it shall be lawful for the Railway Company, if they so see fit, and on giving to the Company Notice as aforesaid, to lay down such Pipe or Pipes and construct such Work themselves, and in that Case the Railway Company shall commence and complete the Work with all reasonable Despatch, and on the Completion thereof the Company shall pay to the Railway Company all reasonable Expenses incurred therein: Provided further, that in case any Difference shall arise between the Company and the Railway Company as to the Manner in which such Pipe or Pipes or Work shall be laid or constructed in, under, or across such Road, Way, or Street, the same shall be forthwith referred to an Engineer to be appointed by any Two Justices sitting in Petty Sessions within the Limits of the Township of *Barnsley*, on the Application of either Party; and the Company shall lay the same as such Engineer shall determine, and not otherwise.

31. Except

Saving Rights of Companies herein to be named.

31. Except as in this Act otherwise expressly provided, nothing contained in this Act or in the said recited Act, or in any Act or Acts wholly or partially incorporated therewith respectively, shall abridge or prejudice or take away any of the Rights, Privileges, Powers, or Authorities of or belonging to or vested in or lawfully exercised by the Company of Proprietors of the *Barnsley* Canal Navigation, the Undertakers of the Navigation of the Rivers *Aire* and *Calder*, the Company of Proprietors of the *Dearne and Dove* Canal, the *Lancashire and Yorkshire* Railway Company, the *Midland* Railway Company, the *South Yorkshire* Railway Company, and the River *Dun* Company, or the *Manchester, Sheffield, and Lincolnshire* Railway Company, or any of them.

Incoming Tenant not liable to pay Arrears of Gas.

32. In case any Consumer of the Gas of the Company shall leave the Premises where such Gas has been supplied to him without paying to the Company the Gas Rent or Meter Rent due from him, the Company shall not be entitled to require from the next Tenant of such Premises the Payment of the Arrears left unpaid by the former Tenant, unless such incoming Tenant shall have undertaken with the former Tenant to pay or exonerate him from the Payment of such Arrears.

Sums undisputed may be recovered by Distress.

33. All Sums of Money due to the Company for the Supply of Gas, or for the Hire or fixing of Meters or Fittings, and all Damages, Costs, and Expenses by this Act, or "The *Barnsley* Gas Act, 1852," directed to be paid, may (whether the Amount be disputed or not) be levied by Distress (the Party in default being first duly summoned), and any Justice, on Application, may issue his Warrant accordingly.

Contents of Warrant.

34. Any One Summons or Warrant issued for any of the Purposes of this Act, or "The *Barnsley* Gas Act, 1852," may contain in the Body thereof or in a Schedule thereto several Names and several Sums.

Warrant may include Costs.

35. Any Justice issuing 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 such 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.

Liability to Gas Rate not to disqualify Justices.

36. No Judge of any County Court or Justice shall be disqualified from acting in the Execution of this Act, or "The *Barnsley* Gas Act, 1852," by reason of his being liable to the Payment of any Gas Rent, Rate, or other Charge under this Act.

37. The

Power to dispose of existing Works, &c.

37. The Company may at any Time or from Time to Time let or sell, dispose of, and convey for all their Estate and Interest therein, all or any Part of any Lands, Works, Property, and Effects now or hereafter belonging to the Company, and which they consider unnecessary for the Purposes of their Undertaking.

Proceedings in Bankruptcy, &c.

38. The Secretary or Treasurer or any Director of the Company, or any Person having any special or general Authority under the Common Seal of the Company, may represent and act for the Company in any Proceedings in any Bankruptcy Court or County Court, in all respects as if the Proceedings were the Proceedings of the Secretary, Treasurer, or Director or other Person, and not of the Company.

Expenses of Act.

39. All the Costs, Charges, and Expenses of and incident to preparing, applying for, obtaining, and passing this Act shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act.

Land situate in the Township of Monkbretton in the Parish of Roystone in the West Riding of the County of York, containing about Five Acres, and now or late belonging to Lord Wharncliffe, and occupied by Mr. George Russell or his Under-tenant Mr. George Toothill, and bounded South-eastward by Lands in Monkbretton aforesaid belonging to Lord Halifax and Thomas Wyatt Gunning, Esquire, North-westward by the Sheffield and Wakefield Turnpike Road at or near the Old Mill Toll Bar in the said Township of Monkbretton, North-eastward by the public Highway leading from Barnsley to Monkbretton aforesaid, and Land belonging to the South Yorkshire Railway and River Dun Company, and Southward by the River Dearne, dividing the said Township of Monkbretton from the said Township of Barnsley (except such Part of the Surface thereof as is now used by the said South Yorkshire Railway and River Dun Company for their Line passing over the same, and which Railway separates the North-eastern Part of the said Lands from the South-western Part thereof).

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