ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. ccxxxix.

An Act to enlarge the Powers of the *Birmingham and Staffordshire* Gaslight Company, and for other Purposes. [25th *July* 1864.]

WHEREAS the *Birmingham and Staffordshire* Gaslight Company, in this Act called "the Company," was incorporated by an Act passed in the Sixth Year of the Reign of His late Majesty King *George* the Fourth, and by that and another Act passed in the Session of Parliament held in the Eighth and Ninth Years of the Reign of Her present Majesty, intituled *An Act to enlarge the Powers of the* Birmingham and Staffordshire *Gaslight Company*, (in this Act called "the secondly-recited Act," and by which all the Provisions of the first-named Act, save and excepting that incorporating the Company, were repealed,) the Company was authorized to raise Money by Shares and Loan for the Purposes of their Undertaking, and Powers were given to the Company for the Manufacture and Supply of Gas within the Limits thereby prescribed: And whereas by another Act passed in the Twenty-first Year of the Reign of Her present Majesty, intituled *An Act to empower the* Birmingham and Staffordshire *Gaslight Company to raise a further Sum of Money*," and in this Act called "the thirdly-recited Act," the Company were authorized to raise further Monies for the Purposes of their Undertaking: And whereas certain of the Shares which the Company were by the secondly and thirdly recited Acts respectively authorized to create and issue, having been allotted to but not accepted by the Shareholders of the Company, were from Time to Time sold by the Company at the Market Price of such Shares, and on such Sales a Premium was realized amounting in the whole to the Sum of Ten thousand nine hundred and six Pounds, and the

6 G. 4. c. lxxix.

8 & 9 Vict. c. lxvi.

21 & 22 Vict. c. i.

Monies received by the Company in respect of such Premium were from Time to Time expended in extending and improving the Works of the Company, and it is expedient that such Application of the Monies so received should be confirmed: And whereas by the One hundred and fifth Section of "The *Birmingham* Improvement Act, 1851," it was enacted that if the Council of the Borough of *Birmingham* shall be desirous of obtaining a Supply of Gas for lighting the Streets end public Buildings within the Borough, they shall be at liberty to contract for such Supply with any Gas Company or Companies supplying Gas within the Borough, and any such Company or Companies shall furnish the same accordingly: Provided always, that if the Council and any such Company or Companies shall not agree as to the Price at which such Supply is to be furnished, such Price shall be settled by Arbitration in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration, and the Price or Sum which may be awarded to be paid by the Council shall be paid by them accordingly out of the Borough Improvement Rate by "The *Birmingham* Improvement Act, 1851," authorized to be levied at the Periods which may be specified for the Purpose: And whereas the Company have for several Years supplied and they are now supplying at the Request of the Council of the Borough of *Birmingham* Gas for lighting some of the Streets and public Buildings within the said Borough, but the Provisions of the "*Birmingham* Improvement Act, 1851," as to such Supply are found to be insufficient and defective, and Disputes have from Time to Time arisen and are likely to arise between the Council and the Company as to the Terms and Conditions on which such Supply should be furnished, and as to the Manner in which the Company should be paid for the same, and Inconvenience has arisen and is likely to arise therefrom; and it is expedient that the said recited Section of "The *Birmingham* Improvement Act, 1851," in so far as the same relates to or affects the Company or its Undertaking, should be repealed, and that proper Provision should be made for regulating the Supply and Price of Gas to be supplied by the Company for public Lights not only within the said Borough, but also in other Places within the Limits of the Act, and the Mode of obtaining Payment for the same, and also that Provision should be made for the lighting and extinguishing of such public Lights, and the providing, maintaining, and cleaning of the Lamps, Fittings, and Apparatus connected therewith: And whereas it is also expedient that the Limits within which the Company may supply Gas should be extended to and should include the several Parishes, Townships, and Places of *Northfield* and *Yardley* in the County of *Worcester*, and *Solihull* in the County of *Warwick*: And whereas it is also expedient that the Company should be authorized to convert, manufacture, sell, or dispose of the residual Products arising from the Manufacture of Gas, and that they should be enabled to acquire by way of Licence and to hold and exercise Patent Rights in relation to the Manufacture and Distribution of Gas, and the Utilization

14 & 15 Vict. c. xciii.

Utilization of the residual Products arising from such Manufacture, or otherwise relating thereto: And whereas it is expedient that some of the Powers and Provisions of the recited Acts should be altered and amended, and that further Powers should be conferred upon the Company; but the Objects 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; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Birmingham and Staffordshire* Gas Act, 1864."

Secondly and thirdly recited Acts to extend to this Act.

2. The secondly and thirdly recited Acts are incorporated with and shall be construed as forming Part of this Act, and the said Acts and their respective Provisions shall extend to and be applicable within the Limits as by this Act defined, and this Act shall be executed by the Company with the Powers and according to the Provisions of those Acts, except so far as any Clauses or Provisions of such Acts are excepted or varied by or are inconsistent with the Provisions of this Act.

10 & 11 Vict. c. 15. incorporated.

3. The Sections of the "Gasworks Clauses Act, 1847," with respect to the breaking up of Streets for the Purpose of laying Pipes, and numbered Six to Twelve, both Numbers inclusive, shall be incorporated with and form Part of this Act, and all Provisions in the recited Acts or any of them having reference to the same Subject Matter, in so far as they are inconsistent with those Sections, shall be and the same are hereby repealed.

When General Meetings to be held and Books to be balanced.

4. The General Meetings of the Company shall be held in the Months of *March* and *September* in each Year, and the Books of the Company shall, Fourteen Days at least before each Meeting, be brought to a Balance up to the Thirty-first Day of *December* and Thirtieth Day of *June* respectively immediately preceding the Meeting, and the Provisions of Sections 70 and 116 of the secondly-recited Act, in so far as the same are inconsistent with this Enactment, are hereby repealed.

Limits within which the Company may supply Gas.

5. The Limits within which the Company may supply Gas under the Powers of the recited Acts and of this Act shall include the several Towns, Parishes, Hamlets, and Places following; (that is to say,) *Aston-juxta-Birmingham*, *Birmingham*, *Darlaston*, *Edgbaston*, *Handsworth*, *Harborne*, *King's Norton*, *Northfield*, *Oldbury*, *Rowley Regis*, *Smethwick*, *Solihull*, *Tipton*, *Walsall*, *Wednesbury*, *West Bromwich*, and *Yardley*, in the respective Counties of *Warwick*, *Stafford*, *Worcester*, and *Salop*, and the Royal Town and Parish of *Sutton Coldfield* in the County of *Warwick*.

As to Supply of Gas at Solihull.

6. The Powers given by this Act for the Supply of the Parish of *Solihull* with Gas shall not be exercised after the Period of Two Years

Years from the passing of this Act, unless the Company have previous to the Expiration of such Period *bonâ fide* commenced the Supply of Gas within the Town of *Solihull*.

Application of Money.

7. Subject to the Provisions of this Act, the Company may from Time to Time apply any Portion of their Capital Funds, whether already raised or to be raised by the Creation of Shares, or already borrowed or to be borrowed under the Authority of the recited Acts, to all or any of the Purposes of the recited Acts or of this Act.

Powers of Company.

8. The Company may from Time to Time manufacture, sell, and dispose of, as they think fit, Coke, Coal-tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and all other Products, Refuse, or Residuum arising, remaining, produced by, or obtained from the Manufacture of Gas by them, or the Materials used therein, and may manufacture and sell such Articles as can be produced from or by means of the several Matters and Things aforesaid.

Company not exempt from Indictments, &c.

9. Nothing in this Act contained shall exempt the Company from Indictment for any Nuisance or other legal Proceeding to which but for the passing of this Act they would have been liable.

Extending Provisions as to fouling Water, &c. by Gas to fouling by the Manufacture of residual Products.

10. The Enactments and Provisions of Sections 160, 161, 162, and 163 of the secondly-recited Act, and also of "The *Birmingham* Improvement Act, 1851," and "The *Birmingham* Improvement Act, 1861," with respect to guarding against fouling Water or other Nuisance from Gas, shall be extended to and include the fouling Water or other Nuisance from or in consequence of the Manufacture of any Matter or Thing produced by the Company from any residual Products arising from the Manufacture of Gas, or from or in consequence of the working, using, exercising, or practising by the Company of any of the Inventions herein-after mentioned.

Company may hold and exercise Patent Rights.

11. It shall be lawful for the Company to contract for, take, hold, and use any Leave, Licence, Privilege, Power, or Authority to work, use, exercise, or put in practice the Invention or Inventions comprised in any Letters Patent at any Time heretofore made or hereafter to be made granting any Right or Privilege of working, using, or exercising any Invention in relation to the Manufacture and Distribution of Gas by them, or the Utilization of the residual Products arising from the Manufacture of Gas by them, or otherwise in relation thereto: Provided that it shall not be lawful for the Company to enter into any Contract which would have the Effect of securing to the Company any Right or Privilege in any respect of an exclusive Character.

Maximum Charge for Gas.

12. The maximum Charge for Gas supplied by the Company within the said Parishes, Townships, and Places of *Northfield*, *Yardley*, and *Solihull* shall be after the Rate of Five Shillings *per* Thousand Cubic Feet, and the Company shall at all Times charge for Gas so supplied not less than One Shilling more *per* Thousand Cubic

Cubic Feet than they are for the Time charging in other Places within their Limits for Gas supplied under the like Circumstances.

As to laying the Mains and Service Pipes.

13. Subject to the Provisions of this Act, the Company shall at their own Expense, upon the Request in Writing of the Council of the Borough of *Birmingham*, or of any other Body Politic or Corporate, Commissioners, Trustees, Surveyors, or other Persons for the Time being having the Control or Management of any Highway, Street, Bridge, Cemetery, or Park, or of any Building or Clock belonging to a public Body within the Limits of this Act, (hereinafter called "the Lighting Authority,") provide, lay down, fix, maintain, and keep in repair all such Mains and Service Pipes, Lamps, Burners, Stopcocks, and other Apparatus connected therewith as may be necessary for the proper lighting of the Highways, Streets, Bridges, Cemeteries, Parks, or Buildings or Clocks belonging to public Bodies under the Control or Management of such Lighting Authority when and where the Company shall from Time to Time be required so to do: Provided always, that the Company shall not be compelled to lay down any such Mains and Service Pipes unless the Lamps for such lighting shall in every Case be within Seventy-five Yards of each other, nor shall they be required to provide or maintain Lamp Posts, Columns, Brackets, or other Things of the like Kind.

Company to supply Gas to public Lamps on request of Council, &c.

14. The Company shall, at the Request in Writing of the said Council, or of any such Body Politic or Corporate, Commissioners, Trustees, Surveyors, or other Persons as aforesaid, supply all or any of the present public Lamps within the said Limits, or such other public Lamps to be hereafter provided and fixed as aforesaid, with so much Gas as the Parties on whose Request the Supply of Gas is made may from Time to Time desire, and the said Council, and any such Body Politic or Corporate, Commissioners, Trustees, or other Persons as aforesaid, may contract with the Company for such Supply.

Price of Gas supplied to public Lamps.

15. Unless otherwise agreed, the Price to be charged by and paid to the Company for the Gas so supplied within the Borough of *Birmingham* to or for any such public Lamps shall be so calculated and fixed as to amount to the same Sum *per* 1,000 Cubic Feet as the lowest Price for the Time being charged by the Company to any Consumer in the Borough of *Birmingham*; and the Price to be charged by and paid to the Company for the Gas so supplied to or for any such public Lamps in any other Town, Parish, District, or Place within the Limits of this Act shall be so calculated and fixed as to amount to the same Sum *per* 1,000 Cubic Feet as the lowest Price for the Time being charged by the Company to any Consumer in the Town, Parish, District, or Place in which such public Lamps shall be situate; but this shall not in any Manner alter or affect any Contract for the Supply of Gas for public Lamps entered into before the passing of this Act, and now subsisting, or the Price to be charged

and paid for the Gas supplied or to be supplied under such subsisting Contract; and on punctual Payment by the said Council or other Lighting Authority the said Council or other Lighting Authority shall be allowed the largest Discount, Deduction, or Allowance allowed under any Circumstances to any other Consumers.

Company to light public Lamps.

16. The Company shall, if required by the Lighting Authority, from Time to Time light, clean, and extinguish all public Lamps to which the Company shall supply Gas, and the Sum to be paid to the Company for such lighting, cleaning, and extinguishing, and for the Use, Maintenance, and Repair of the Service Pipes, Burners, and Stopcocks to be provided and maintained by the Company as aforesaid, shall, unless otherwise agreed, be Thirteen Shillings *per* Lamp *per Annum*, payable quarterly.

Meters for public Lamps.

17. The Gas supplied to the public Lamps within the Borough of *Birmingham* shall be consumed by Meter at the Option from Time to Time of the said Council or the Company, and in case of its being consumed by Meter the Meters shall be provided by and at the Expense of the Council, but neither Party shall, except as herein-after provided, be entitled to require that a Meter be affixed to more than One in every Twelve Lamps then supplied by the Company with Gas: Provided however that the said Council or the Company shall be at liberty at any Time, if they think fit, to have Meters affixed to any additional Number of Lamps, the Party desiring to have such additional Meters affixed providing the same, and paying the additional Expense of providing or altering and adjusting the Lamp Posts and other Things necessary for their Reception and Use: Provided also, that if the Gas shall be supplied to the public Lamps by partial Meter Indication the Company shall, for securing Uniformity of Consumption between the metered and the unmetered Lamps, from Time to Time provide the public Lamps under the Control of the said Council with a proper self-acting Pressure Regulator, or other proper regulating Apparatus and Burners, to the Satisfaction of the said Council, or in case of Difference as from Time to Time shall be settled by the Chairman for the Time being of the Court of General Quarter Sessions of the Peace for the County of *Warwick*, or some impartial Person to be nominated by him in Writing.

Regulating Apparatus to be attached to public Lamps.

Gas supplied to public Lamps to be permitted to pass without Obstruction.

18. The Gas supplied to any such public Lamp shall be permitted to pass unrestrictedly to and from such regulating Apparatus for the whole of the Period during which any such public Lamp shall be lighted.

Average Amount of Indication to be deemed Amount consumed.

19. The average Amount of the Indications of all the Meters attached to the public Lamps under the Control of the said Council shall, except as herein-after mentioned, be deemed to be the Amount consumed by each such public Lamp, but the said Council may from Time to Time, by an Order in Writing, of which Notice under the Hand of the Town Clerk shall be given to the Company, divide the said

said Borough into Districts containing not less than Sixty Lamps, and in such Case the average Amount of the Indications of all the Meters within each such District shall be deemed to be the Amount consumed by each public Lamp under the Control of the said Council within the same District, and the Council may from Time to Time alter the Limits of or discontinue any such District, but no District shall be created, altered, or discontinued except upon Three Months Notice by the Council to the Company.

Defective Meters to be thrown out of Account.

20. If either the Company or the said Council shall dispute the Accuracy of the Registration of any Meter, then such Meter shall be tested in manner provided by the Act passed in the Session of Parliament held 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*, and if found to register erroneously within the Meaning of the said Act it shall not be deemed to be One of the Meters from which the Average aforesaid shall be determined.

22 & 23 Vict. c. 66.

Mode of consuming Gas supplied to public Lamps.

21. Whenever Gas shall be supplied to the public Lamps, in accordance with the Provisions of this Act, under Contract or otherwise, except within the Borough of *Birmingham*, such Gas shall be consumed by Meter at the Option from Time to Time either of the Company or of the Lighting Authority, and in such Case the necessary Meters shall be provided and fixed and kept in repair at the Expense of the Party requiring the same.

How lighting of public Lamps in Birmingham to be paid.

22. Any Monies payable by the Council of the Borough of *Birmingham* in respect of Gas supplied, or of such lighting and other Services and Matters as aforesaid, shall be paid by them out of the Borough Improvement Rate by "The *Birmingham* Improvement Act, 1851," authorized to be levied, or out of such other Funds as may for the Time being be legally applicable thereto.

Sect. 105 of 14 & 15 Vict. c. xciii. repealed as far as respects the Company.

23. From and after the passing of this Act the One hundred and fifth Section of "The *Birmingham* Improvement Act, 1851," shall be and the same is hereby repealed in so far as the same relates to or affects or may be construed to relate to or affect the Company or their Undertaking, but not further or otherwise; but such Repeal shall not prejudice or affect anything done under the Provisions of the said Section before the Repeal thereof, or any Rights acquired or Liabilities incurred or Proceedings now pending or hereafter to be commenced or taken by or in respect of anything so done before the Repeal of the said Section.

Company to supply Gas in certain Event on request of Owners or Occupiers.

24. The Company, at the Request of any Owner or Occupier of any House, Part of a House, Factory, or other Premises, within Fifty Yards of which any Main Gas Pipe of the Company is then laid, shall furnish to him a sufficient Supply of Gas for the Premises at a Rate not exceeding the Rate by their Acts limited, and in order thereto shall provide and lay all proper and sufficient Communication, Service, and

and other Pipes from and communicating with the Main up to the Premises: Provided that the Company shall not be bound to supply any Gas under the foregoing Provision unless the Party requiring it contract for not less than Two Years to pay Gas Rates in respect of the Supply to an Amount equal to Twenty Pounds *per Centum per Annum* upon the Outlay of the Company: Provided also, that nothing in this Act shall render it compulsory upon the Company to lay any Service Pipes in private Property, or to supply Gas where it would be necessary to lay the Service Pipes on private Property, and such Service Pipes are not laid by the Person requiring the Supply, and made available for the Purpose of the Supply.

Security for Payment of Rate.

25. Any Person, not being a Lighting Authority, having or requesting to have a Supply of Gas from the Company, shall, if and when so required in Writing by them, and before he is entitled to have the Pipes provided and laid, or to have a Supply of Gas provided or continued, give to them such Security for the Payment of the Rate for the Gas to be supplied to him as he and the Company agree on, or as in default of Agreement shall be determined as by this Act provided; but the Company shall not at any Time be entitled to discontinue the Supply of Gas to any such Person then having a Supply, unless otherwise expressly authorized by this Act, until such Person shall have failed to give the Security for Seven Days after the same shall have been agreed on or determined as aforesaid, and the Company shall, on summary Conviction before a Justice, forfeit and pay to such Person not exceeding Five Pounds for every Day during which such Supply shall be discontinued contrary to this Provision.

Justice may determine Nature of Security.

26. Where any such Person and the Company do not agree on the Security to be given, the same shall be determined by a Justice, and any single Justice shall, on the Application of the Person and the Company, or either of them, determine the Nature and Amount of the Security to be given; and the Security may, as the Justice thinks fit, be the Deposit with the Company or with any Person approved by the Justice, or the Prepayment to the Company, of a Sum of Money, or any other Security which the Justice thinks sufficient and reasonable, and the Determination of the Justice shall be binding on all Parties.

Penalty for Failure.

27. If and whenever the Company, not being entitled to require or not having required any Security, wilfully fail for Seven Days after being thereunto required in Writing by any such Person, or, when the Security agreed on or determined by the Justice is given, wilfully fail for Seven Days thereafter, to provide and lay all proper and sufficient Communication, Service, and other Pipes, or to furnish a Supply of Gas pursuant to the Provisions of this Act, the Company shall, on a summary Conviction before a Justice, forfeit and pay to the Owner or Occupier not exceeding Five Pounds for every Day after the Expiration of Seven Days during which the Failure continues.

28. The

Removal of Meters and Fittings.

28. The Company, after Twenty-four Hours Notice to the Occupier of any House or Building, or, if it be unoccupied, to the Owner or Lessee thereof, or, if the Owner or Lessee of any such unoccupied House or Building be unknown to them, after affixing a Notice for Three Days on some conspicuous Part of the House or Building, may enter such House or Building at any Time between the Hours of Nine in the Forenoon and Four in the Afternoon for the Purpose of removing any Meters, Pipes, or Fittings belonging to the Company, and theretofore used in connexion with the Supply of Gas by them, but which Supply is from any Cause discontinued, and may remove such Meters, Pipes, and Fittings, or any of them, accordingly: Provided always, that the Company shall repair and make Compensation for all Damage caused by such Entry and Removal.

Use of Meters.

29. Subject to the Provisions of this Act with respect to public Lamps, every Consumer of Gas shall, upon the Request of the Company, consume Gas by Meter, but any Consumer may, if he think fit, provide his own Meter.

Consumers to keep Meters in proper Order.

30. Every Consumer of Gas shall at all Times, at his own Expense, keep all Meters belonging to him, whereby any Gas of the Company is measured or registered, in proper Order for correctly measuring and registering such Gas, in default whereof the Company may cease to supply Gas through such Meter.

Company to have Access to and Power to remove and examine Meters.

31. The Company shall at all Times between Sunrise and Sunset be entitled to have Access to and to test and inspect all Meters, whether belonging to themselves or to the Consumer, in order to ascertain whether the same are in proper Order for correctly measuring and registering Gas, and to take off and remove such Meters for that Purpose; and such taking off, Removal, testing, and inspecting shall be done so as to cause as little Inconvenience to the Consumer or Interruption to his Business as may be, and at the Expense of the Company, unless the Meter shall be the Property of the Consumer, and it shall appear on such testing and Inspection that the same was not in proper Order for correctly measuring or registering Gas, in which Case such Expenses shall be borne and paid by the Consumer, and the Company may recover the Amount thereof from him in the same Manner as any Sum due from such Consumer for Gas supplied to him may be recovered by them.

Penalty for injuring Gas Meters.

32. Every Person who shall wilfully or by culpable Negligence injure or suffer to be injured any Meter or Fittings belonging to the Company, or shall fraudulently alter any such Meter, or any Part of such Meter, or any Pipe connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such Meter from duly measuring or registering the Quantity of Gas supplied, or by any Means fraudulently abstract any of the Company's Gas, or who shall knowingly or wilfully destroy or efface any Stamp or Mark which is now or may hereafter

hereafter be used, in pursuance of any Act of Parliament, for the stamping or marking of any Meter employed for measuring or registering the Supply of Gas by the Company, shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damages by them sustained in consequence thereof, and the Company may also take off or discontinue the Supply of Gas to or for the Use of the Person so offending, notwithstanding any Contract which may have been previously entered into; and the Existence of any artificial or irregular Means for causing such fraudulent Alteration or such Abstraction of Gas, or for preventing the Meter from duly measuring or registering the Quantity of Gas supplied, or the Destruction or effacing of any such Stamp or Mark, where 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 the Right of the Company to institute any Criminal Proceedings in reference to the Offences herein mentioned in any Case where they shall not proceed summarily under this Act.

As to cutting off of Gas.

33. If any Person supplied with Gas by the Company wilfully do, or cause or suffer to be done, anything in contravention of any of the Provisions of the recited Acts or of this Act, or wilfully fail to do anything which under the recited Acts or this Act ought to be done by such Person for the Prevention of the Waste, Misuse, or undue Consumption of the Company's Gas, the Company may cut off or stop any Pipe by or through which Gas is supplied to him, and cease to supply him with Gas so long as the Cause of Injury remains or is not remedied, and also may recover from every Person so offending the Amount of all Loss, Damage, or Injury which the Company sustain by any such Misfeasance or Failure in the Manner provided by "The Companies Clauses Consolidation Act, 1845," with respect to the Recovery of Damages not specially provided for and Penalties; and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in that Behalf.

As to the illuminating Power and Purity of Gas.

34. Unless prevented by Frost or unavoidable Cause or Accident, or during any necessary Repairs, all the Gas supplied by the Company shall be of such illuminating Power as to produce at a Distance of not less than One thousand Yards from the Works from a Metal Argand Burner having an external Diameter of 1·10 of an Inch, and an internal Diameter of 0·50 of an Inch, and having Fifteen Holes, each Hole of the Diameter of 0·05 of an Inch, and with a Seven-inch Chimney supported upon an ordinary Gallery without a perforated Disc, and consuming Five Cubic Feet of Gas an Hour, a Light equal in Intensity to the Light produced by Fourteen uncased Sperm Candles of Six to the Pound, each burning One hundred and twenty Grains an Hour, such Burner being similar in every respect to the Model

The Birmingham and Staffordshire Gas Act, 1864.

Model deposited with the Town Clerk of the Borough of *Birmingham*, the Clerk of the Peace of the same Borough, and the Secretary of the Company; and such Gas shall be so far free from Sulphuretted Hydrogen as not to discolour moistened Test Paper imbued with Acetate or Carbonate of Lead when such Test Paper is exposed for One Minute to a Current of Gas issuing under a Pressure of Five Tenths of an Inch of Water, and shall not contain more than Twenty Grains of Sulphur nor more than Five Grains of Ammonia in any Form in One hundred Cubic Feet of Gas: Provided that the Company and the Council of the Borough of *Birmingham* may from Time to Time agree upon any other Mode of Test by which to ascertain the illuminating Power or Purity of the Gas, and the Company shall be liable during the Continuance of every such Agreement to have their Gas tested in the Manner prescribed by the Agreement instead of the Manner herein-before specially prescribed.

How Sulphur in Company's Gas to be estimated.

35. In ascertaining and estimating for the Purposes of this Act the Amount of Sulphur contained in the Company's Gas, the Process to be adopted shall be that known as Doctor *Letheby*'s Sulphur Test, the Description of which is as follows; that is to say, the Gas shall be burnt from a *Leslie*'s Burner at the Rate of not more than One Cubic Foot of Gas *per* Hour, and the Products of the Combustion of the Gas shall be conveyed, together with an Excess of the Vapour of Ammonia, into a Glass Receiver, where the condensible Products shall be condensed, and the Sulphur therein estimated as Sulphate of Baryta, according to the recognized chemical Method of thus estimating Sulphur.

Sects. 13, 14, 15, & 16 of 21 & 22 Vict. c. i. repealed.

36. Sections 13, 14, 15, and 16 of the thirdly-recited Act shall be and the same are hereby repealed.

Company to erect and maintain experimental Meters for testing their Gas.

37. The Company shall within Six Months after the passing of this Act cause to be erected, and shall from Time to Time and at all Times maintain in some convenient Place, not nearer than One thousand Yards from each of their Works, an experimental Meter furnished with a Burner of the Description herein-before specified, with other necessary Apparatus for testing the illuminating Power of the Gas; and in order to test the illuminating Power and Purity of the Gas supplied by the Company the Council of the Borough of *Birmingham* may, by Order under their Common Seal, or any Lighting Authority may, by Order evidenced as by Law required, appoint some competent Person, not being a Member or Officer or Servant of the Council or of the Lighting Authority, to proceed to the Premises of the Company on which such experimental Meter is erected; and the Person so appointed may, at any Hour between Three in the Afternoon and Twelve at Night, 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, or other Person appointed by them, if he shall be in attendance, and if not, then in his Absence, make Experiment of the illuminating Power and Purity of the Gas,

Power to Corporation of Birmingham to test illuminating Power and Purity of Gas.

and

and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment; and if it shall be proved to the Satisfaction of Two Justices, not being Shareholders or Directors of the Company, or Members of the Council of the Borough, or of any other Body Politic or Corporate, Commissioners, Trustees, Surveyors, or other Persons, herein-before called the Lighting Authority, after hearing the Parties, that the illuminating Power or Purity of the Gas supplied by the Company did not, when so tested, equal the illuminating Power or Purity by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or wilfully hindered or prevented the making of the necessary Experiments, then the Company shall forfeit such Sum, not exceeding Twenty Pounds, as the Justices shall determine: Provided always, that the Company shall not be liable in any Penalty if they shall prove to the Satisfaction of the Justices that the Defect in the illuminating Power or Purity arose from Frost or Accident, or in consequence of any necessary Repairs, or any Cause beyond the reasonable Control of the Company.

Power to Justices to make Order on Hearing of Complaint.

38. When on the Hearing, and whether or not the Company have appeared, it appears to the Justices that the Complaint of the Council or Lighting Authority against the Company is well founded, the Justices shall make an Order declaring that it is well founded, and ordering the Company to pay any Penalties thereby incurred, and to remove within a reasonable Time the Grounds of Complaint, and they may by such Order direct that any specific Acts shall be done by the Company for removing the Grounds of Complaint, and the Justices may make any Order for the Payment of the Costs in accordance with the Provisions of this Act in that Behalf, and all Orders so made shall be final and binding on the Parties.

Company to remove Cause of Complaint.

39. When the Company are served with any Order so made they shall, within the Time limited by the Order, remove the Ground of Complaint thereby declared to be well founded, and pay the Penalty and the Damages (if any) and Costs (if any) thereby ordered to be paid by them.

Costs of testing Gas to abide the Event.

40. In the event of any Penalty being imposed on the Company then the Costs of all Parties of and attending the testing of the Gas, including the Remuneration to be paid to the Person so testing the Gas, and the Costs of the Proceedings before the Justices, shall be ascertained by the Justices, and shall be paid with the Penalty by the Company; but in the event of the Gas being found, when tested, to be of not less illuminating Power nor of less Purity than by this Act prescribed, then those Costs shall be ascertained by the Justices, and shall be paid by the Council or Lighting Authority, and levied accordingly.

Incoming Tenants not to be liable for Arrears of Gas Rents.

41. In case any Consumer leave the Premises where Gas was supplied to him without paying to the Company the Gas Rate or Meter Rent due from him, the Company shall not be entitled to require from the next Tenant of the Premises Payment of the Arrears left

left unpaid by the former Tenant, unless the incoming Tenant agreed with the defaulting Consumer to pay the Arrears, or is acting in collusion with him.

Providing for Publication, &c. of annual Account.

42. In lieu of the Account prescribed by the 38th Section of "The Gasworks Clauses Act, 1847," an Account in the Form and containing the Particulars specified in the Schedule to this Act shall be made up to the Thirtieth Day of *June* in each Year, and shall be published for Two successive Weeks in some Newspaper published and circulating in the Borough of *Birmingham* in the Month of *October* following; and a Copy of the said Account shall in the same Month be transmitted free of Charge to the Town Clerk of the Borough of *Birmingham*, and to the Clerk of the Peace for the same Borough, under a Penalty of Twenty Pounds for each Default, and the Copies so sent shall be kept by the said Town Clerk and Clerk of the Peace respectively, and shall be open to Inspection by all Persons at all reasonable Hours on Payment of One Shilling for each Inspection, but no other Fee of any kind shall be chargeable in respect of the said Account.

Company to make Map of Mains.

43. The Company shall within One Year after the passing of this Act make a Map of the District within the Borough of *Birmingham*, and also of the District within the Parishes of *West Bromwich* and *Oldbury* and the Hamlet of *Smethwick*, within which their Main Gas Pipes then lie, on a Scale of not less than Six Inches to a Mile, and shall mark therein the Line of all their then existing Mains, and shall once in every Year correct the Map, and make such Additions thereto as will show the Line of all their Mains.

As to the Custody and Inspection of Map.

44. Every Map so made by the Company, or a Copy thereof, with the Time when it was made or was last so corrected expressed thereon, shall be kept by the Company at their principal Office in the said Borough, and shall at all reasonable Times be open to the Inspection of the Council or the Lighting Authorities of the said Parishes of *West Bromwich* and *Oldbury*, and the said Hamlet of *Smethwick*, and their Officers respectively, who may take Copies or Extracts from the same, and the Secretary of the Company may charge and take the Sum of One Shilling for every Inspection of such Map, and the further Sum of Two Shillings and Sixpence for every Extract from or Copy taken of such Map.

Penalty on Company for Default.

45. If the Company wilfully fail to comply with any of the Requirements of this Act with respect to the Map they shall for every such Offence forfeit not exceeding Ten Pounds.

Arbitration between Council and Company as to Meters, &c.

46. If and whenever any Difference shall arise between the Company and the Council of the Borough of *Birmingham* either as to the Lamps to which Meters shall be affixed, or as to the Mode or Places of affixing the same, or as to the Registration or taking the Registration of any Meters, or as to the Burners to be used at the Lamps, or as to the Amount to be paid in accordance with the Provisions of this Act for Gas supplied to the public Lamps, public Clocks, and public Buildings in the Borough, the Matter in differ-

ence shall, except where otherwise provided by this Act, be settled by Arbitration.

Arbitrations under Act where Council a Party.

47. Except only as is by this Act otherwise expressly provided, every Arbitration under this Act to which the said Council are from Time to Time a Party shall be conducted in accordance with the Provisions of Sections 154 to 159, both inclusive, of the *Birmingham* Improvement Act, 1851, and those Sections shall accordingly be incorporated with and form Part of this Act.

Option to proceed before Justices.

48. Provided always, That, with the Consent in Writing of the Company and Council, any such Matter in difference as is mentioned in the Forty-first Section of this Act shall, subject to the Provisions of this Act, be settled by Two Justices of the Peace for the County of *Warwick*; and such Justices are hereby required, on the Application of the Parties, to hear and determine every or any such Matter, and shall have and exercise, in addition to their ordinary Statutory Powers and Jurisdiction, all such Powers as by "The *Birmingham* Improvement Act, 1851," are conferred upon Arbitrators acting under the Provisions thereof; and the Costs of and attending such Proceedings shall be in the Discretion of the Justices, and shall be ascertained by them, and the Decision of the Justices and any Order to be made by them in the Premises shall be final and binding on all Parties.

Arbitration between Company and Lighting Authorities as to Meters, Lamps, &c.

49. If and whenever any Difference shall arise between the Company and any Lighting Authority within the Limits, other than the Council of the Borough of *Birmingham*, either as to the Registration or taking the Registration of any Meters, or as to the Burners to be used at the Lamps, or as to the Amount to be paid in accordance with the Provisions of this Act for Gas supplied to the public Lamps, public Clocks, and public Buildings within the Limits, the Matter in difference shall, except where otherwise provided by this Act, be settled by Arbitration.

Arbitration under Act where Lighting Authority a Party.

50. Except only as by this Act expressly provided, every Arbitration under this Act to which such Lighting Authority as aforesaid, other than the Council of the Borough of *Birmingham*, are from Time to Time a Party, shall be conducted in accordance with the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Option to a Lighting Authority to proceed before Justices.

51. Provided always, That, with the Consent in Writing of the Company and such Lighting Authority as aforesaid, any such Matter in difference as is mentioned in the Forty-fourth Section of this Act shall, subject to the Provisions of this Act, be settled by Two Justices of the Peace for the County in which the Matter in difference shall arise; and such Justices are hereby required, on the Application of the Parties, to hear and determine every such Matter, and shall have and exercise, in addition to their ordinary and Statutory Powers and Jurisdiction, all such Powers as by "The Companies Clauses Consolidation Act, 1845," are conferred upon Arbitrators acting

acting under the Provisions thereof; and the Costs of and attending such Proceedings shall be in the Discretion of the Justices, and shall be ascertained by them, and the Decision of the Justices and any Order to be made by them in the Premises shall be final and binding on all Parties.

Justices not disqualified.

52. No Justice or Judge of a County Court shall be disqualified for acting in the Execution of this Act by reason of his being indebted to the Company for any Gas Rent, Meter Rent, or other Sum under this Act, or for any Rate made within the said Borough; but no Justice being a Shareholder of the Company, or of any Company supplying Gas within the said Borough, or a Member of the Council of the said Borough, or of any other Body Politic or Corporate, Commissioners, Trustees, Surveyors, or other Persons, herein-before called "the Lighting Authority," shall act in any Manner in the Execution of this Act.

Penalties not to be cumulative.

53. Penalties imposed by several Acts for the same Offence shall not be cumulative, and for this Purpose this Act and the Acts incorporated therewith shall be deemed several Acts.

Application of Sum received as Premium on Company's Shares confirmed.

54. The Application, in extending and improving the Works of the Company as aforesaid, of the Sum of Ten thousand nine hundred and six Pounds received by the Company by way of Premium upon the Sale of their Shares, is hereby confirmed, but the said Sum shall not be considered as Capital entitled to Dividend.

Works affecting London and North-western Railway to be constructed to the Satisfaction of their Engineer.

55. Whenever the Company, in the Exercise of the additional Powers conferred by this Act, shall require to lay down, alter, or replace any Mains or Pipes upon, across, or under, or to construct any Works adjoining or in close Proximity to, the *London and North-western* Railway, or upon any Lands of the *London and North-western* Railway Company, such Mains or Pipes shall be laid and such Works constructed to the reasonable Satisfaction of the Engineer for the Time being of that Company, and according to Plans previously approved by such Engineer and the Engineer of the Company, or, in the event of their not agreeing, in such Manner as shall be settled by Arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Saving of Rights.

56. Except as by the recited Acts or this Act expressly provided, this Act or anything therein contained shall not alter, lessen, or abridge any Power or Authority given or granted to any Commissioners, Trustees, Local Board, Surveyors, or Body Politic or Corporate, under or by virtue of any Act of Parliament for the Control or Management of any Streets within the Limits of this Act.

Expenses of Act.

57. All the Costs, Charges, and Expenses of applying for and obtaining this Act, or incident thereto, shall be defrayed by the Company.

SCHE-

SCHEDULE referred to in the Act.

ANNUAL STATEMENT OF ACCOUNTS showing the actual State and Condition of the Concerns of the Birmingham and Staffordshire Gaslight Company for the Year ending the 30th Day of June 18 .

Dr. PROFIT AND LOSS. Cr.

		£ s. d.			£ s. d.
June 30, 18	To Coals „ Purifying Materials and Process „ Repair and Maintenance of Meters, Mains, Service Pipes, and other Works „ Wages „ Lamps (providing lighting, extinguishing, cleaning, and repairing) „ Rates and Taxes „ Salaries, Collectors Commission, and Payments to Directors „ Interest on Loans „ Professional Charges and incidental Expenses „ per Cent. on Cost of Works for Depreciation „ Dividends paid to Proprietors, viz.:— per Cent. on £ Capital raised under Act of 8 & 9 Vict. c. 66. per Cent. on £ Capital raised under Act of 21 Vict. c. 1. „ Miscellaneous Payments „ Amount carried to Reserve Fund Balance carried to next Year's Account		June 30, 18	By Balance brought from last Year's Account „ Sale of Gas, after deducting £ estimated Discounts and bad Debts „ Coke and Breeze „ Tar and other Residuals, and Fittings	
	£			£	

Dr. BALANCE SHEET. Cr.

		£ s. d.			£ s. d.
June 30, 18	To Capital raised under Act Vict. 8 & 9th, cap. 66. „ Do. do. Vict. 21, cap. 1. „ Do. do. Vict. 27 & 28, cap. not bearing Dividend „ Amount of Loans „ Reserved Fund „ Amount owing by the Company „ Unclaimed Dividends „ Balance as above	10,906 0 0	June 30, 18	By Cost of Works £ Deduct for Depreciation Add Extensions made during the Year „ Amount invested of the Reserve Fund „ Calls unpaid „ Amount owing to the Company for Gas, Cokes, residual Products, Fittings, &c. (exclusive of estimated bad Debts) „ Coals in Stock „ Residual Products and other Stock „ Cash in Hands of Treasurer and Cashier	
	£			£	

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