ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

VICTORIÆ REGINÆ.

Cap. lxxiv.

An Act for dissolving the *Calverley* Gas Company (Limited) and the *Horsforth* Gas Company, and incorporating a Company for supplying with Gas certain Parts of the Parishes of *Calverley*, *Guiseley*, and *Addle*, in the West Riding of the County of *York*. [25th *June* 1868.]

WHEREAS "the *Calverley* Gas Company, Limited," (in this Act called "the *Calverley* Company,") were in the Year of our Lord One thousand eight hundred and sixty-two incorporated with Limited Liability under "The Joint Stock Companies Acts, 1856–1857," and by their Articles of Association registered in pursuance of "The Joint Stock Companies Act, 1856," the Objects for which the Company was established were declared to be the Manufacture of Gas, and the Sale and Supply of the same to the Inhabitants and others of and in the Parish and Neighbourhood of *Calverley* in the West Riding of the County of *York* for private and public Use, and also for the Manufacture of Coke and Gas Tar and the Sale thereof, and the Capital of the Company was declared to be Ten thousand Pounds, divided into Two thousand Shares of Five Pounds each, of which Shares One thousand two hundred and fifty

have been issued, and Five thousand three hundred and seventy-five Pounds have been paid up thereon: And whereas the *Calverley* Company have since their Incorporation been and now are supplying with Gas certain Parts of and Places within the Parish of *Calverley* in the West Riding of the County of *York:* And whereas the *Horsforth* Gas Company (in this Act called "the *Horsforth* Company") was constituted and established in the Year One thousand eight hundred and fifty-two under a Deed of Settlement dated the Twenty-seventh Day of *July* One thousand eight hundred and fifty-two for the Purpose of making Gas, and lighting Houses, Buildings, Streets, and Places in the Township of *Horsforth* in the Parish of *Guiseley* in the West Riding of the County of *York*, and was registered under the Act of the Eighth Year of the Reign of Her present Majesty, Chapter 110, and was further duly registered under "The Joint Stock Companies Act, 1856:" And whereas the Capital of the *Horsforth* Company consists of Four thousand two hundred Pounds, divided into One thousand six hundred and eighty Shares of Two Pounds and Ten Shillings each, all of which Shares have been issued and are fully paid up: And whereas the *Horsforth* Company have since the Year One thousand eight hundred and fifty-two been and now are supplying with Gas the said Township of *Horsforth:* And whereas the Districts supplied with Gas by the *Calverley* Company and the *Horsforth* Company respectively as aforesaid adjoin each other, and it would tend to Economy and to the Advantage of the Public if both Districts were supplied by a single Company: And whereas it would also be to the public Advantage that the Provisions of "The Gasworks Clauses Act, 1847," should be made applicable to the Undertakings of the Two Companies: And whereas it is expedient that for the Purposes and Reasons aforesaid the *Calverley* Company and the *Horsforth* Company should be dissolved, and their Memorandum and Articles of Association and Deed of Settlement respectively cancelled and annulled, and that the Proprietors of the Two Companies should be incorporated into a Company for the Purposes of this Act: And whereas both the *Calverley* Company and the *Horsforth* Company have expended considerable Sums out of their undivided Profits in the Enlargement and Improvement of their respective Works and Property, and immediately before the passing of this Act the Works and Property of the *Calverley* Company were estimated to be of the Value of Eight thousand eight hundred and sixty-eight Pounds, and those of the *Horsforth* Company were estimated to be of the Value of Five thousand one hundred and thirty-two Pounds: And whereas the Limits in this Act mentioned for the Supply of Gas include not only the Places now supplied by the *Calverley* Company and the *Horsforth* Company as aforesaid, but other adjoining Places which are not at present supplied with Gas, and it would be of great local Advantage if the Company by this Act

incorporated were empowered to extend their Supply to such adjoining Places: And whereas the Objects aforesaid 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; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Calverley* and *Horsforth* District Gas Act, 1868."

8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. c. 15. 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares) and Part II. (relating to additional Capital) of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "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: Provided that this Act shall not authorize the Purchase of any Lands otherwise than by Agreement.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have the same respective Meanings, unless excluded by the Subject or Context; and the Expression "the Company" means the Company incorporated by this Act, and the Expression "the Gas Limits" means the Limits within which the Company may supply Gas and put this Act in execution, and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression 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; and in the Acts wholly or in part incorporated with this Act the Word "Share" shall include Stock, and the Expression "Fiat in Bankruptcy" shall mean and include an Adjudication of Bankruptcy, and any Proceedings in Bankruptcy by which any Person may be made or declared a Bankrupt.

Dissolution of Calverley and Horsforth Companies.

4. The *Calverley* Company and the *Horsforth* Company respectively are by this Act dissolved, and the Memorandum and Articles of Association of the *Calverley* Company and the Deed of Settlement of the *Horsforth* Company are by this Act respectively cancelled and annulled.

5. The

Incorporation of Calverley and Horsforth District Gas Company.

5. The several Persons who immediately before the passing of this Act were Shareholders in the *Calverley* Company and the *Horsforth* Company respectively, and all other Persons who from Time to Time become entitled to Shares of the Capital of the Company, and their respective Executors, Administrators, Successors, and Assigns, are by this Act united into a Company for making and maintaining Gasworks, and making and supplying Gas, Coal, and Coke, and carrying on the Business of a Gas and Coke Company, and for other the Purposes of this Act, and for those Purposes are incorporated by the Name of "the *Calverley* and *Horsforth* District Gas Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act.

Gasworks &c. vested in Company.

6. All the Undertakings, Gasworks, Buildings, Lands, Plants, Stock, Monies, Credits, Property, Effects, Choses in Action, Claims, and Demands whatsoever of or to which the *Calverley* Company and the *Horsforth* Company respectively were in any way whatsoever immediately before the passing of this Act seised, possessed, or in any way entitled at Law or in Equity or otherwise howsoever, with their respective Rights, Members, and Appurtenances, are by this Act vested in the Company as their Undertaking, Gasworks, Property, and Effects, but subject to all Charges and Incumbrances thereon, and all Debts, Liabilities, and Engagements of the *Calverley* Company and the *Horsforth* Company respectively in respect thereof.

Company to represent the dissolved Companies.

7. Except only as is by this Act otherwise expressly provided, the Company shall with respect to their Undertaking, Gasworks, Property, and Effects, and all Matters connected with the same respectively, represent the *Calverley* Company and the *Horsforth* Company respectively as if those Two Companies respectively and the Company had originally been and had continued without Intermission to be one and the same Body Corporate.

General Saving of Rights.

8. Notwithstanding the Dissolution of the *Calverley* Company and the *Horsforth* Company, and the cancelling and annulling of their Memorandum and Articles of Association and Deed of Settlement respectively, and, except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed by or under the Memorandum and Articles of Association and the Deed of Settlement respectively shall be as valid as if the Dissolution, Cancellation, and annulling had not happened, and the Dissolution, Cancellation, and annulling, and the Operation of this Act, shall accordingly be subject and without

Prejudice

Prejudice to everything so done, suffered, and confirmed, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Dissolution, Cancellation, and annulling had not happened, would be incident to or consequent on any and every thing so done, suffered, and confirmed; and with respect to everything so done, suffered, and confirmed and all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents and Purposes represent the *Calverley* Company and the *Horsforth* Company, and each of them; provided that the Generality of this Provision shall not be restricted by any of the other Provisions of this Act.

Contracts, &c. preserved.

9. Notwithstanding the Dissolution, Cancellation, and annulling aforesaid, all Purchases, Sales, Conveyances, Mortgages, Bonds, Deeds, Securities, Contracts with respect to Supply of Gas, and other Contracts before the passing of this Act made or entered into by, to, or with respect to the *Calverley* Company or the *Horsforth* Company, or any Person on their respective Behalf, shall continue and be as effectual to all Intents for, against, and with respect to the Company as if the same had been made or executed by, to, or with respect to the Company instead of the *Calverley* Company, or, as the Case may be, the *Horsforth* Company, and may be proceeded on and enforced by and against the Company accordingly.

Actions, &c. not to abate.

10. Notwithstanding the Dissolution, Cancellation, and annulling aforesaid, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the *Calverley* Company or the *Horsforth* Company before the passing of this Act shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect both in favour of and against the Company in like Manner to all Intents and Purposes as the same might continue and take effect in favour of or against the *Calverley* Company or (as the Case may be) the *Horsforth* Company, save only that when necessary the Company shall be substituted therein for the *Calverley* Company or (as the Case may be) the *Horsforth* Company.

Gas Rents to be paid.

11. Notwithstanding the Dissolution, Cancellation, and annulling aforesaid, all Gas Rates or Rents, Meter Rents, and other Charges with respect to a Supply of Gas which immediately before the passing of this Act were due or payable or accruing or secured to the *Calverley* Company or to the *Horsforth* Company, shall be payable and paid to and may be collected and recovered by the Company in like Manner as any Gas Rates or Rents, Meter Rents, or Charges under this Act.

Debts to be paid.

12. Notwithstanding the Dissolution, Cancellation, and annulling aforesaid, all Persons who immediately before the passing of this

Act owed any Money to the *Calverley* Company or to the *Horsforth* Company, or to any Person on their respective Behalf, shall pay the same, with all Interest (if any) due and payable or accruing for the same, to the Company; and all Monies which immediately before the passing of this Act were owing by or recoverable from the *Calverley* Company or from the *Horsforth* Company, or for the Payment of which they respectively were or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

Books, &c. continued Evidence.

13. Notwithstanding the Dissolution, Cancellation, and annulling aforesaid, all Documents, Books, and Writings which, if the Dissolution, Cancellation, and annulling had not happened, would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

As to Division of Profits of each Company up to certain Date.

14. Notwithstanding the Dissolution, Cancellation, and annulling aforesaid, the *Calverley* Company and the *Horsforth* Company shall as between themselves be each exclusively entitled to and have the sole Benefit of any Interest or Dividend arising from or in respect of their respective Undertakings up to and inclusive of the Thirtieth Day of *June* One thousand eight hundred and sixty-eight; and the Shareholders at the Time of the passing of this Act in the *Calverley* Company shall not be entitled to participate in any such Interest or Dividend arising from or in respect of the Undertaking of the *Horsforth* Company, nor shall the Shareholders at the Time of the passing of this Act in the *Horsforth* Company be enabled to participate in any such Interest or Dividend arising from or in respect of the Undertaking of the *Calverley* Company.

Officers, &c. of the dissolved Companies to account.

15. All Officers and Persons who at the passing of this Act have in their Possession or under their Control any Money, Books, Documents, Papers, Writings, or Effects belonging to the *Calverley* Company and the *Horsforth* Company respectively shall account for and deliver up the same to the Company, or to such Persons as they appoint to receive the same, in like Manner, and subject to like Regulations, Pains, and Penalties, as if the Officers or Persons were appointed and became possessed of the same under this Act.

Capital.

16. The Capital of the Company shall be Fifty thousand Pounds, and shall consist of Stock to the Amount of Fourteen thousand Pounds to be deemed fully paid up, and of Three thousand six hundred Shares of Ten Pounds each.

8,868*l.* Stock vested in Calverley Share-

17. Of the Fourteen thousand Pounds Capital Stock of the Company Eight thousand eight hundred and sixty-eight Pounds are by this

this Act vested in the several Persons who immediately before the passing of this Act were the Holders of the Capital of the *Calverley* Company in proportion to their respective Holdings of and the Sums which they have respectively paid up towards such Capital, and Five thousand one hundred and thirty-two Pounds are by this Act vested in the several Persons who immediately before the passing of this Act were the Holders of the Capital of the *Horsforth* Company in proportion to their respective Holdings of the last-mentioned Capital.

holders and 5,132*l.* in Horsforth Shareholders.

18. All Persons to and in whom any Capital Stock of the Company is by this Act appropriated and vested shall be possessed of and interested in the Stock so appropriated and vested upon the same Trusts, and subject to the same Powers, Provisions, Charges, and Liabilities, as the Trusts, Powers, Provisions, Charges, and Liabilities upon and to which their respective Shares of the Capital of the *Calverley* Company, or (as the Case may be) of the Capital of the *Horsforth* Company, in respect whereof the Capital Stock of the Company is so appropriated and vested, were immediately before the passing of this Act held and subject, and the several Portions of Stock so appropriated and vested shall accordingly pass so as to give Effect to and not to revoke any Will or other Instrument disposing of or affecting those respective Shares of the Capital of the *Calverley* Company, or (as the Case may be) of the Capital of the *Horsforth* Company.

Stock so vested to be subject to same Trusts, &c. as Shares of Capitals of dissolved Companies.

19. The Company from Time to Time when thereunto requested shall issue to the respective Holders of the several Portions of Stock by this Act appropriated to and vested in the Shareholders of the *Calverley* Company and the *Horsforth* Company respectively Certificates of the Stock so appropriated and vested, and in the meantime the Certificates of the Shares of the Capital of the *Calverley* Company and the *Horsforth* Company respectively in respect of which the said Portions of Stock are so appropriated and vested shall be available for evidencing the Ownership of those Portions of Stock respectively: Provided always, that the Company shall not be bound to issue any such Certificates of Stock unless or until the Certificate or Certificates of the Shares of the Capital of the *Calverley* Company or (as the Case may be) of the *Horsforth* Company in respect of which the Stock is appropriated and vested has or have been delivered up to the Company to be cancelled, or it has been proved to the Satisfaction of the Directors of the Company that such Share Certificate or Certificates has or have been lost or destroyed.

Company to issue Certificates of Stock so vested, &c.

20. The Company shall not issue any Share created under this Act, nor shall any Share vest in the Person accepting the same, unless

Shares not to issue until One Fifth paid up.

unless and until a Sum not being less than One Fifth of the Amount of the Share shall have been paid in respect thereof.

Calls.

21. 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 Four Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Rights of Stock Holders.

22. The several Holders of Capital Stock of the Company shall be entitled to participate in the Dividends and Profits of the Company, and to the same Privileges and Advantages for the Purpose of voting at Meetings of the Company, Qualification for the Office of Directors, and for other Purposes, as if the Stock had been formed by the Conversion or Consolidation into Stock of fully paid-up Shares of the Capital of the Company.

Limit of Dividends on Part of Capital.

23. The Company shall not in any Year make out of their Profits any larger Dividend on the Share Capital of Thirty-six thousand Pounds to be raised under the Powers of this Act than Seven Pounds in respect of every Hundred Pounds actually paid of such Capital.

Receipt of Guardians, &c.

24. Where any Money is payable to a Shareholder being an Infant or a Lunatic, the Receipt of his Guardian or of the Committee of his Estate (as the Case may be) shall be a sufficient Discharge to the Company for the same.

Power to borrow on Mortgage.

25. The Company may from Time to Time after the passing of this Act borrow on Mortgage any Sum not exceeding in the whole Three thousand five hundred Pounds, and may also from Time to Time borrow on Mortgage any further Sum not exceeding in the whole Nine thousand Pounds, but no Part of that further Sum shall be borrowed until the whole Share Capital of Thirty-six thousand Pounds by this Act authorized is subscribed for, issued, and accepted, and One Half of that Share Capital 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 such Share 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 Capital has been paid on account thereof before or at the Time of the Issue or Acceptance 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

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 shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

26. 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 One Tenth Part of the then Mortgage Debt of the Company.

Application of Monies.

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

First Ordinary Meeting.

28. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act.

Number of Directors.

29. The Number of Directors shall be Twelve, but the Company from Time to Time may reduce the Number, provided that the Number be not less than Six.

Qualification of Directors.

30. The Qualification of a Director shall be the Possession in his own Right of Capital Stock to the Amount of not less than Thirty Pounds, or of not less than Three Shares.

Quorum.

31. The Quorum of a Meeting of Directors shall be Five, or if the Number of Directors is reduced to Six the Quorum of a Meeting of Directors shall be Three.

First Directors.

32. *Christopher Greaves Cheetham, William Cheetham, William Gray, William Grimshaw, Enoch Hardwick, William Hudson, Thomas Jackson, Henry Spencer, Edward Thompson, William Turton Moore Westerman,* and *David Yewdall* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary 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 Ordinary Meeting in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Provisions in this Act contained for reducing the Number of

Election of Directors.

Directors) elect Persons to supply the Places of the Directors then retiring from Office in accordance with the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any 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 that Act.

Limits of Act.

33. The Limits of this Act shall be and include the following Townships, Parts of Townships, and Places, all in the West Riding of the County of *York*;

1. So much of the Township of *Calverley-cum-Farsley* in the Parish of *Calverley* as is bounded by and lies on the Northerly Side of an imaginary Line commencing in the Centre of the *Red Beck* in that Township, at the *Owl* Inn in *Rodley* in that Township, thence running along the Centre of *Red Beck* aforesaid to *Shell Lane* in the said Township, and thence along the Centre of a certain new Road recently constructed by *Thornhill*'s Trustees to the Footbridge at *Lower Fagley* in the Township of *Eccleshill*:
2. The Township of *Horsforth* in the Parish of *Guiseley*:
3. So much of the Townships of *Yeadon*, *Carlton*, and *Rawden*, in the Parish of *Guiseley*, as lies on the Easterly Side of the Middle of the *Dudley Hill*, *Killinghall*, and *Harrogate* Turnpike Road, save and except so much of the Township of *Rawden* aforesaid as lies on or towards the Easterly Side of the said Turnpike Road, and is comprised in a certain Piece or Parcel of Land now or lately commonly called or known by the Name of *Buckstone Field*, in the Occupation of Mr. *Benjamin Wilson*, containing Three Acres and Thirty-six Perches or thereabouts, and bounded on or towards the West and North by the said Turnpike Road, and on or towards the East and South by an Occupation Road and Footpath connecting different Parts of the said Turnpike Road, and also save and except so much of the Township of *Rawden* aforesaid as is comprised in the Site of the *Rawden* Baptist Chapel:
4. So much of the Village of *Cookridge* in the Parish of *Addle* situate on the Easterly Side of the Townships of *Horsforth* and *Carlton* aforesaid as is bounded by and lies on the Northerly Side of the Boundary Line separating the Borough of *Leeds* from the Parish of *Addle* aforesaid, and on the Westerly Side of the Middle of the Turnpike Road leading from *Leeds* to *Otley*.

Pudsey Coal Gas Company not to supply Gas within Limits

34. Whereas the *Calverley* Company and the *Horsforth* Company and the *Pudsey* Coal Gas Company have entered into an Agreement dated the Twenty-seventh Day of *February* One thousand eight

eight hundred and sixty-eight, whereby it was amongst other things agreed that the Power of the *Pudsey* Coal Gas Company to supply Gas under the *Pudsey* Gas Act, 1855, should be limited as hereinafter appearing: Therefore, notwithstanding anything contained in the *Pudsey* Gas Act, 1855, the *Pudsey* Coal Gas Company shall not supply Gas to any Person within the Limits of this Act without the Consent of the Company under their Common Seal for that Purpose first had and obtained in Writing.

Supply of Gas within Limits of Act without Consent of the Company.

35. The Company may from Time to Time for the Purposes of this Act purchase by Agreement any Lands in addition to the Lands by this Act vested in them, and may hold the same, not exceeding in the whole at one Time Five Acres.

Power to take additional Lands by Agreement.

36. Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release Lands may, if they think fit, subject to the Provisions of that Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," grant to the Company any Easement, Right, or Privilege, not being an Easement of Water, in, over, or affecting any such Lands, and the Provisions of the last-mentioned Acts with respect to Lands and Rentcharges, as far as the same are applicable in this Behalf, shall extend and apply to such Grants, or to such Easements, Rights, or Privileges, as aforesaid.

Power to take Easements, &c. by Agreement.

37. The Company may at any Time hereafter sell and dispose of any Lands which are by this Act vested in them, or which they may hereafter acquire, and which shall not be required for the Purposes of the Company, and the Provisions of "The Lands Clauses Consolidation Act, 1845," Sections 128 to 132 (both Sections inclusive), shall apply to any such Sale, and the Company may also from Time to Time sell and dispose of any Works, Buildings, or Erections on any Lands belonging to them which shall not be required for the Purposes of the Company.

Sale of superfluous Lands.

38. On the Lands described in the Schedule to this Act (which Lands are in this Act referred to as "the Gas Lands"), or any Parts or Part thereof, the Company may maintain, erect, construct, and from Time to Time alter, remove, or enlarge Retorts, Gasholders, Receivers, Meters, Apparatus, and Works for the Manufacture and storing of Gas and of Coke, and other residual Products obtained in the Manufacture of Gas, and Matters producible therefrom, and all proper Roads, Approaches, and Conveniences for the Purposes of such Works.

Power to maintain and erect Gasworks.

39. It shall not be lawful under this Act for the Company to erect Works for the Manufacture or Storage of Gas except on the Gas Lands.

Gasworks to be erected on Lands in Schedule.

40. Subject

Power to supply Gas.

40. Subject to the Provisions of this Act and of the Acts incorporated wholly or in part with this Act, the Company may supply and sell Gas for public and private Consumption within the Limits of this Act, and light or contract for the lighting of Streets and public Buildings within those Limits, and sell and dispose of at the Works and elsewhere Coal, Coke, Tar, Ammoniacal Liquor, and other residual Products obtained in the Manufacture of Gas, and Matters producible therefrom.

Power to Supply Gas Fittings, &c.

41. The Company may manufacture, purchase, supply, hire, sell, let, lay down, place, and maintain Gas Fittings, Meters, Pipes, Pillars, Lamp Posts, Lamps, Burners, and other Articles and Things connected with Gasworks or with the Supply of Gas for public or private Consumption in such Manner as the Company think proper, and generally may carry on such Operations and Business as are for the Time being usually carried on by Gas Companies.

Quality of Company's Gas.

42. 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 erect a Meter to test Quality of Gas.

43. The Company shall within Twelve Months from the passing of this Act cause to be erected an experimental Meter fit for testing all the Gas provided by the Company, not nearer than Half a Mile to any of their Works, 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, and shall at all Times keep and maintain the experimental Meter and Apparatus in good Repair and working Order, and if and when necessary renew the same.

Power for Local Board to test.

44. Any Local Board within the Limits of this Act, or any Person authorized by any such Local Board in Writing, shall at all reasonable Times in the Daytime have Access to the Testing Place, and may test there the illuminating Power of the Gas supplied by the Company in the Presence of an Officer of the Company if attending for that Purpose, and if not, then in the Absence of any such Officer, and the Company and their Officers shall afford all reasonable Facilities and Assistance for such testing; and if any Officer of the Company on being thereunto reasonably requested wilfully obstructs such testing, or fails to afford such Facilities and

Assistance,

Assistance, he shall for every such Offence be liable to a Penalty not exceeding Ten Pounds.

As to testing the Quality of Gas.

45. It shall be lawful for Two Justices, on the Application of any Consumers of the Gas of the Company not being less than Five in Number, 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 Experiments; and if it shall be proved to the Satisfaction of any Two Justices not being Shareholders of the Company, 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 on being thereunto reasonably requested wilfully refused to afford such reasonable Facilities as aforesaid, or wilfully 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 Events.

46. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Cost 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 in the event of no Penalty being imposed the Costs shall be in the Discretion of the Justices.

Price of Gas.

47. The Company may charge for Gas consumed by Meter any Price not exceeding Five Shillings for every Thousand Cubic Feet consumed, and so in proportion for any smaller Quantity consumed.

Contracts for Supplying Gas for public Purposes.

48. The Company on the one hand, and any Local Board of Health or Local Board, or the Trustees of any Turnpike or other Road or any Highway Board constituted in pursuance of any Act relating to Highways in *England*, or the Surveyors of any Highway, or other Corporations, Bodies, or Persons, on the other hand, from Time to Time enter into and carry into effect any Contract or Arrangement for the Supply of Gas by the Company for any Purposes within the Limits of this Act for any Period not exceeding under any One such Contract or Arrangement Seven

Years, and may from Time to Time by mutual Consent vary, suspend, or rescind any such Contract or Arrangement, or enter into or carry into effect other Contracts or Arrangements in lieu thereof or in addition thereto; and any Board, Trustees, Corporations, Bodies, or Persons so agreeing may apply for the Purposes of any such Contract or Arrangement, and in Payment of any periodical or other Remuneration or other Consideration payable to the Company under or by virtue thereof, any Funds or Monies which they have raised or may raise under the Powers of any Act of Parliament.

Consumers may be required to consume by Meter.

49. Every Consumer of Gas supplied by the Company shall, on being required by them, consume such Gas by Meter, to be supplied either by the Company or by the Consumer, but in the latter Case subject to the Meter being approved and certified by the Company.

Power to Company to let Meters.

50. 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 for 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 Gas Rents due to the Company, and such Meters and Fittings shall not be subject to Distress for Rent of the Premises where the same are used, or to be taken in Execution under any Process of a Court of Law or Equity, or any Proceedings in Bankruptcy against the Persons having Possession thereof.

Power to remove Meters and Fittings.

51. The Company, after Twenty-four Hours Notice in Writing under the Hand of the Secretary or some other Officer of the Company to the Occupier, or if there is no Occupier then to the Owner or Lessee of any Building or Lands in which any Pipe, Meter, or Fitting belonging to the Company is laid or fixed, and through or by which the Supply of Gas is from any Cause other than the Default of the Company discontinued, may enter such Building or Lands between the Hours of Nine in the Morning and Four in the Afternoon (or at any other Time with the Authority in Writing of a Justice) for the Purpose of removing and may remove every such Pipe, Meter, and Fitting, repairing all Damages 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 Abode or last known Place of Abode or Business in *England*, or if such Person or his usual Place of Abode or Business in *England* is not known to the Company after proper Inquiry, then by being affixed on some conspicuous Part of such Building or Lands.

Notice to Company of putting up Meters, &c.

52. Before any Person connects or disconnects any Meter through which any of the Gas of the Company is intended to be or has been registered, he shall give not less than Twenty-four Hours Notice in Writing to the Company of his Intention to do so, and any Person offending against this Enactment shall for every such Offence be liable to a Penalty not exceeding Forty Shillings.

Repair of Meters.

53. 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 for correctly registering such Gas, in default whereof the Company may cease to supply Gas through such Meters, and the Company shall at all reasonable Times have Access to, and be at liberty to take off, remove, test, inspect, and replace, any Meter belonging to a Consumer, such taking off, Removal, testing, and 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.

Register of Meter to be primâ facie Evidence.

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

Fraudulently injuring Meters, &c.

55. If any Person wilfully, fraudulently, or by culpable Negligence injures or suffers to be injured any Pipe, Meter, or Fitting belonging to the Company, or fraudulently alters the Index to any Meter, or fraudulently prevents any such Index from duly registering the Quantity of Gas supplied, he shall (without Prejudice to any other Right or Remedy for the Protection of the Company or the Punishment of the Offender) for every such Offence be liable to a Penalty not exceeding Five Pounds, and the Company may in addition thereto recover the Amount of any Damages sustained by them, and the Company may also discontinue the Supply of Gas to the Person so offending until the Injury is remedied and the Amount of the Damages are paid, notwithstanding any Contract previously existing; and the Existence of artificial Means for causing such Alteration or Prevention, when such Meter is under the Custody or Control of the Consumer, shall be *primâ facie* Evidence that the same has been fraudulently caused by the Consumer using such Meter.

Company's Officers to enter Buildings.

56. The Company's Agent or other Officer duly appointed for the Purpose by the Company may between the Hours of Nine of the Clock in the Forenoon and Four of the Clock in the Afternoon enter any Building or Place supplied with Gas by the Company in order

order to inspect the Meters, Pipes, Fittings, and Apparatus for regulating the Supply of Gas, and to see whether the Meters, Pipes, Fittings, or other Apparatus provided be in good Repair; and if such Agent or other Officer at any such Time be refused Admittance into such Premises for the Purposes aforesaid, or be prevented from making such Examination, the Occupier of such Premises shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds.

For preventing Frauds and Waste of Gas.

57. If and whenever any Person supplied with Gas under this Act wilfully does or causes or suffers to be done anything in contravention of any of the Provisions of this Act, or wilfully fails to do anything which under this Act ought to be done for the Prevention of Waste, Misuse, or undue Consumption of Gas, the Company may cut off or stop any Pipe by or through which Gas is supplied to him, and may cease to supply him with Gas as long as the Cause of Injury remains or is not remedied, and also may recover in any Court of competent Jurisdiction from every Person so offending the Amount of all Damage sustained by them by reason thereof, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in this Behalf.

Recovery of Sums due.

58. If any Person fails, on Demand, to pay any Gas Rent, Meter Rent, Rate, Damages, Costs, Expenses, or other Sum due to or recoverable by the Company under this Act, or any Act incorporated wholly or in part with this Act, they may recover the same by Proceedings in any Court of competent Jurisdiction, or if the Amount thereof is not *bonâ fide* disputed, the same may be levied by Distress (the Person in default being first duly summoned), and any Justice may issue his Warrant accordingly; and the Remedies of the Company under this Section shall be in addition to their other Remedies for Recovery of any such Rent, Rate, Damages, Costs, Expenses, or other Sum.

Incoming Tenant not liable to pay Arrears of Gas Rent, &c.

59. 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.

Liability to Gas Rent not to disqualify Justices, &c.

60. A Justice or a Judge of any Court shall not (except as in this Act expressly provided) be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent,

Rent, Meter Rent, Rate, or Charge under this Act, or of his being a Shareholder of the Company.

Contents of Summons, &c.

61. Any 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.

Costs of Distress.

62. 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 Recovery of the Money to be levied be paid by the Person liable to pay such Money, and in that Case such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress.

Penalties not cumulative.

63. Penalties imposed on the Company for one and the same Offence by several Acts of Parliament shall not be cumulative, and for this Purpose this Act and any Act incorporated wholly or in part with this Act shall be deemed several Acts.

Expenses of Act.

64. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

SCHEDULE referred to in the foregoing Act.

A Piece of Land situate at Calverley in the Parish of Calverley-cum Farsley in the West Riding of the County of York, partly in the Occupation of the Calverley Gas Company, Limited, and occupied or partly occupied by their Gasworks, and partly in the Occupation of Thomas Greenwood, and bounded on or towards the South-west and South-east by the Towing-path of the Leeds and Liverpool Canal, and on or towards the North-west and North-east by Property belonging to Mrs. Thornhill's Trustees.

A Piece of Land situate in the Township of Horsforth in the Parish of Guiseley in the West Riding of the County of York, belonging to John Spencer Stanhope, Esquire, now in the Occupation of John Illingworth, and bounded on the North by the Midland Railway from Leeds to Bradford, on the South by the River Aire, on the East by a Bridle Road leading from Calverley to Horsforth, and on the West by other Property belonging to John Spencer Stanhope, Esquire.

A Piece of Land situate at or near Carr Bridge in the Township of Horsforth in the Parish of Guiseley in the West Riding of the County of York (now occupied by the Horsforth Company's existing Works), containing Two Roods and a Half or thereabouts (be the same more or less), bounded on the East and South by Property now or lately belonging to the North-eastern Railway Company, and on the North and West by Land now or lately belonging to Mrs. Emmott.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1868.