ANNO QUINQUAGESIMO NONO

GEORGII III. REGIS.

****

Cap. xvii.

An Act for lighting with Gas the Town and Parish of *Cheltenham* and Precincts thereof in the County of *Gloucester*. [6th *April* 1819.]

WHEREAS the Town of *Cheltenham* in the County of *Gloucester* is large and populous, and the Limits and Liberties thereof are very extensive, and it would be of great Advantage to the Inhabitants of the said Town and of the Limits and Liberties of the same, and to the Public at large, if the Streets and other public Passages and Places were better lighted: And whereas an Act was passed in the Twenty-sixth Year of the Reign of His present Majesty, intituled *An Act for* 26G.3.c.116.
paving the Footways and Passages in the Town of Cheltenham *in the County of* Gloucester, *and for better cleansing and lighting the said Town, for taking down certain old Buildings now standing therein, and for removing and preventing other Encroachments, Nuisances, and Annoyances:* And whereas another Act was passed in the Forty-sixth Year of the Reign of His said Majesty, intituled *An Act for amending and enlarging the Powers of an Act* 46G.3.c.117.
passed in the Twenty-sixth Year of His present Majesty, for paving the Footways and Passages in the Town of Cheltenham *in the County of* Gloucester, *and for better cleansing and lighting the said Town, and for removing and preventing Nuisances and Annoyances therein:* And whereas Inflammable Air, Gas, Coke, Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and Essential Oil may be procured from Coal and other Materials: And whereas the said Inflammable Air or Gas being conveyed by means of Pipes may be safely and beneficially used for lighting the several Streets, Highways,

Squares, Market Places, and other Places within the said Town and Parish, and the Liberties and Limits thereof, and for lighting Shops and private Houses and Buildings; and the Coke may be beneficially employed as Fuel in private Houses and Manufactories, and the said Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and Essential Oil may be used and applied in various other Ways with great Advantage: And whereas the several Persons herein-after named are willing and desirous at their own Costs and Charges to effect the several Purposes aforesaid; but such beneficial Purposes cannot be carried fully and completely into execution without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by

Company incorporated.

the Authority of the same, That *Thomas Alder*, *William Allen*, *John Baker*, *Mark Baker*, *Edward Bartley*, *John Barrett*, *David Banbury*, *James Bate*, *John Griffith Bevan*, *William Bishop*, *John Bishop* the younger, *Charles Bishop*, *Joseph Blizard*, *Samuel Blackwell*, *James Boustead*, *Thomas Bruce*, *Peter Butt*, *Edmund Carr*, *William Carter*, *Samuel Cave*, *Benjamin Chapman*, *John Cook*, *Thomas Cook*, *Charles Corderoy*, *Joseph Cossens*, *William Cox*, *John Crook*, *Josiah Davis*, *Richard Dawes*, *Thomas Dawes*, *John Doughty*, *Thomas Draper*, *Thomas Entwisle*, *Thomas Fisher* (Banker), *Thomas Fisher* (Ironmonger), *William Fisher*, *Thomas Fletcher*, *Thomas Forty*, *Richard Forster*, *Thomas French*, *John Gardner*, *William Gomm*, *Samuel Young Griffith*, *Thomas Griffiths*, *John Gunton*, *Gilbert Hall*, *Charles Hale*, *Mossop Haile*, *Thomas Haines*, *Edward Hatch*, *Richard Harrison*, *Charles Harrison*, *William Hastings*, *William Heath*, *Thomas Henney*, *Berther Herbert*, *Andrew Hingston*, *Thomas Hicks*, *James Hodges*, *William Hughes*, *Edward Hughes*, *John Hughes*, *John James*, *William Jessett*, *James Jones*, *Richard Joseph*, *John David Kelly*, *Mary Kelly*, *Samuel Kent*, *B. E. Kent*, *William Kendall*, *J. W. Keene*, *Richard Kitclee*, *John Lee*, *Edward Lewis*, *Conway Whithorne Lovesey*, *Aaron Manby*, *John Major*, *Edward Matthews*, *Daniel Matthews*, *Maurice M'Mullen*, *Walter Mecey*, *Robert Merrifield*, *John Milsom*, *James Morris*, *James Moss*, *Stephen Hemsted Murley*, *James Neyler*, *David Neale*, *John Newton*, *Benjamin Newbury*, *William Newman*, *John Nicholson*, *Charles Oliver*, *Jonathan Oldfield*, *Arthur Parker*, *James Cooke Pinker*, *Benjamin Pollard*, *Sarah Postans*, *John Read*, *William Reeks*, *William Richardson*, *John Roberts*, *George Russell*, *Peter Ryan*, *Richard Saunders*, *Thomas Sheldon*, *Samuel Shedden*, *Thomas Smith*, *Joseph Smith*, *Henry Stiles*, *Thomas Stone*, *William Stone* the younger, *Catharine Thornton*, *John Togwell*, *Robert Tombs*, *William Watcham*, *William Watts*, *Thomas Watson*, *Thomas Weaver*, *William Weale*, *Richard White*, *John Whitmore*, *Thomas Wheeler*, *William Wheeler*, *George Arthur Williams*, *Charles Williams* (Builder), *Charles Williams* (Stonemason), *Henry Chester Williams*, *Robert Williams*, *Thomas Witts*, *Thomas Wilson*, *Moses Yearsley*, and *Edward Young*, and all and every such other Person or Persons as from Time to Time shall become a Subscriber or Subscribers, or be duly admitted a Member or Members into their Company as herein-after is mentioned, and their respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby declared to be one Body Politic

Their Stile and Powers.

and Corporate, by the Name of the *Cheltenham* Gas Light and Coke Company, and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, plead and

be impleaded, at Law or in Equity, and shall and may prefer and prosecute any Bill or Bills of Indictment against any Person or Persons who shall commit any Felony, Misdemeanor, or other Offence indictable by the Laws of this Realm; and that the said Company of Proprietors shall be established for the Purpose of producing Inflammable Air, Gas, Coke, Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and Essential Oil from Coal or any other Materials, and shall have full Power from Time to Time to make Contracts or agree with the Commissioners under the said recited Acts, or any other Commissioners or Directors or Trustees, having the Control, Direction, or Management of the lighting of the said Town and Parish, and the Liberties, Limits, or Precincts thereof, or any of them, or any Part or Parts thereof respectively, or with any Person or Persons, or Body or Bodies Politic, Corporate, or Collegiate, or Corporation or Corporations Aggregate or Sole, who may be willing and desirous of contracting or agreeing with the said Company of Proprietors, and they are hereby empowered to contract with the said Company, for the lighting of such Town, Parish, Liberties, Limits, and Precincts thereof, or of Streets, Roads, Squares, or Market Places, or of any Manufactories or Places of public Exhibition, or Shops, Inns, Taverns, or other Buildings or private Houses, or any of them, within the said Town and Parish, or the Liberties, Limits, or Precincts thereof, or any or either of them, and to sell and dispose of such Coke, Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and Essential Oil, and other Products as aforesaid; and all Parts ascertained and fixed, or hereafter to be ascertained, varied, and fixed, as the Limits or Boundaries of the said Town and the Suburbs thereof, for the Purposes of the said recited Acts, by the Commissioners from Time to Time acting under the same, or either of them, shall be deemed for the Purposes of this Act as Parts of the Precincts of the said Town: Provided always, that it shall be lawful for the said Company to light any other Parts of the said Town, or the Precincts thereof, although such Parts may not be within the Jurisdiction of the Commissioners for executing the said recited Acts, or either of them.

Contracts with Commissioners to be entered into at Public Meetings.

II. Provided always, and be it further enacted, That every such Contract or Agreement for lighting the said Town of *Cheltenham*, or the Limits or Liberties thereof, to be entered into with any of the Commissioners appointed or to be appointed by virtue of the said recited Acts, or either of them, shall be entered into at a Special Meeting of the said Commissioners to be holden for that Purpose, and at which Meeting not less than Fourteen Commissioners shall be present; and of the Time, Place, and Purpose of such Meeting, Fourteen Days previous Notice at the least shall be given by Advertisement in the *Gloucester Journal* or *Gloucester Herald*, and in the *Cheltenham Chronicle*, or in one of them, or in some other Newspaper published and circulated in the said County of *Gloucester*, and also by Writing to be affixed on the Door of the Parish Church of *Cheltenham* aforesaid; and such Meeting shall from Time to Time be called by the said Commissioners, on Application to them for that Purpose by the said Company or their Successors, or their Clerk or Superintendent for the Time being.

Power to contract for building.

III. And be it further enacted, That in order to enable the said Company to construct or make Gasometers and other necessary Works, and to erect

erect any Manufactory or Manufactories, or other Buildings for the Purposes of this Act, it shall and may be lawful to and for the said Company of Proprietors, or their Committee of Management, and they are hereby empowered, as soon as conveniently may be after the passing of this Act, to contract and agree for the absolute Purchase of any Lands, Tenements, or Hereditaments, Freehold or Copyhold, within the said Town, or the Neighbourhood thereof, below the present Turnpike Gates at the Bottom of the said Town (not exceeding Five Acres in the whole), with any Body Politic, Corporate, or Collegiate, or any Tenant or Tenants for Life, or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, not being a Term or Terms of Years at Rack Rent, or with any Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, or other Trustees whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts, whether Infants or Issue unborn, Lunatics, Idiots, or Femes Covert, who are or shall be seised, possessed of, or interested in their own Right, or with any Person or Persons whomsoever who shall be willing to sell the same, or his, her, or their Right and Interest in the same, for the Uses and Purposes of this Act; and upon Payment of the Purchase Money for any such Lands, Tenements, or Hereditaments to the Parties or Persons respectively entitled thereto, or upon Payment thereof into the Bank of *England* in manner by this Act directed (as the Case may require), such Lands, Tenements, and Hereditaments may be taken and used by the said Company of Proprietors for the Purposes of this Act, and thenceforth all Parties and Persons whomsoever shall be divested of all Right and Title, Claim or Reversion, of such Lands, Tenements, or Hereditaments, and the same Lands, Tenements, and Hereditaments shall vest in the *Cheltenham* Gas Light and Coke Company; and it shall and may be lawful to and for the said Company of Proprietors, and their Successors, to hold such Lands, Tenements, and Hereditaments, and any Term, Right, and Interest therein so purchased, without incurring or being subject to any of the Penalties or Forfeitures of the Statutes of Mortmain, or of any other Law or Statute whatsoever.

Bodies Politic, &c. empowered to sell.

IV. And be it further enacted, That it shall and may be lawful to and for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, not being a Term or Terms at Rack Rent, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, and other Trustees whomsoever, not only for and on behalf of their Cestuique Trusts, whether Infants or Issue unborn, Lunatics, Idiots, or Femes Covert, who are or shall be seised, possessed of, or interested in their own Right, and all and every Person and Persons whomsoever who are or shall be seised, possessed of, or interested in any Lands, Tenements, or Hereditaments, or any Part thereof, below the present Turnpike Gates at the Bottom of the said Town, which shall be thought necessary by the said Company of Proprietors to be purchased for the Use and Purposes of this Act, not exceeding in the whole Five Acres, to treat, contract, and agree with the said Company for the Sale thereof, or of any Part thereof, and to sell and convey all or any Part thereof, and all Estate, Right, Title, and Interest

Interest whatsoever of, in, and to the same, to the said Company of Proprietors, for the Purposes of this Act; and all Contracts, Bargains, Sales, and Conveyances which shall be so made by virtue and in pursuance of this Act, shall, without any Fine or Fines, Recovery or Recoveries, or other Conveyances or Assurances in the Law whatsoever, and without Enrolment, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Person and Persons conveying, but also to convey all Right, Estate, Interest, Use, Property, Claim, and Demand whatsoever of their said several and respective Cestuique Trusts and Issue, and all Persons whomsoever claiming or to claim by, from, or under them, and of all Persons entitled in Remainder or Reversion, or in Expectancy, or by way of executory Devise after any such particular or other Estate, and the same shall be deemed and considered to bar the Dower and Dowers of such Person and Persons, and all Estates Tail, and other Estates in Possession, Reversion, Remainder, or Expectancy, any Law, Statute, or Usage, or any other Matter or Thing whatsoever, to the contrary thereof in anywise notwithstanding; and all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all Tenants for Life, or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, not being a Term or Terms at Rack Rent, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, Trustees, and all and every other Person and Persons, is and are and shall be hereby indemnified for what he, she, or they shall do by virtue and in pursuance of this Act.

Application of Purchase Money when amounting to 200*l.* or upwards.

V. And be it further enacted, That if any Money shall be contracted and agreed to be paid for any Lands, Tenements, or Hereditaments purchased, taken, or used by virtue of the Powers of this Act for the Purposes thereof, which shall belong to any Body Corporate, Collegiate, or Ecclesiastic, Tenant for Years or Life or in Tail, Trustee, Feme Covert, Infant, Lunatic, or Person or Persons under any Disability or Incapacity, such Money shall, in case the same should amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed, be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account *ex parte* the *Cheltenham* Gas Light and Coke Company, together with the Name or Names of such Person or Persons as any Four or more of the Committee of Management of the said Company shall, by Writing signed by them, direct and appoint; to the Intent that such Money shall be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments, in the Purchase of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Incumbrances, or Part thereof, as the said Court shall authorize to be paid, affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing and being settled therewith to the same or the like Uses, Intents, or Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested, under and with the like Direction and Approbation of the said Court, in the Purchase of other Messuages, Lands, Tenements,

ments, and Hereditaments; and such other Messuages, Lands, Tenements, and Hereditaments shall be conveyed and settled to, for, and upon such and the like Uses, Trusts, Wills, Intents, and Purposes, and in the same Manner, as the Messuages, Lands, Tenements, and Hereditaments which shall be purchased, taken, or used for the Purposes of this Act stood and were settled and limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime and until such Purchase shall be made the said Money shall, by Order of the said High Court of Chancery, upon Application made thereto as aforesaid, be vested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime, and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid, by Order of the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments so hereby directed to be purchased, in case such Purchase thereof and Settlement were actually made.

Application of Purchase Money when less than 200*l.* and exceeding 20*l.*

VI. Provided always, and be it further enacted, That if any Money so contracted and agreed to be paid for any Lands, Tenements, or Hereditaments purchased, taken, or used for the Purposes aforesaid, and belonging to any Body Corporate, Collegiate, or Ecclesiastic, Tenant for Life, Years, or in Tail, Trustee, Feme Covert, Infant, Lunatic, or any Person or Persons under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments so purchased, taken, or used, or of his, her, or their Guardian or Guardians, Committee or Committees, in Cases of Infancy, Idiotcy, or Lunacy, and to be signified in Writing under their respective Hands, be paid into the Bank in the Name and with the Privity of the said Accountant General of the said High Court of Chancery, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same shall be paid, at the like Option, to Two Trustees, to be named by the Person or Persons making such Option, and approved by Four or more of the said Committee of Management, (such Nomination and Approbation to be signified by Writing under the Hands of the nominating and approving Parties,) in order that such Principal Money and the Dividends arising thereon, or the Interest thereof, may be applied in manner herein-before directed, so far as the Case shall be applicable, without obtaining or being required to obtain the Direction or Approbation of the said High Court of Chancery.

Application of Purchase Money not exceeding 20*l.*

VII. Provided also, and be it further enacted, That where such Money so contracted and agreed to be paid as last before mentioned shall not exceed the Sum of Twenty Pounds, then and in all such Cases the same shall belong absolutely and be paid to the Person or Persons who for the Time being would have been entitled to the Rents and Profits of the

Lands, Tenements, or Hereditaments so purchased, taken, or used for the Purposes of this Act; or in case of Infancy, Idiotcy, or Lunacy, then to his, her, or their Guardian or Guardians, Committee or Committees, to and for the Use and Benefit of such Person or Persons so entitled respectively.

In case of questionable Title to the Money, Persons in Possession of the Lands to be deemed entitled thereto.

VIII. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the High Court of Chancery in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments to be purchased in pursuance of this Act, or to any Bank Annuities to be purchased with any such Money, or to the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in Possession of any such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments according to such Possession, until the contrary shall be shown to the Satisfaction of the said High Court of Chancery; and the Dividends or Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

Expences of Purchases may be allowed by the Court.

IX. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of the Person or Persons, or Body Politic or Corporate, entitled to any Lands, Tenements, or Hereditaments to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the said High Court of Chancery, and to be applied in the Purchase of other Lands, Tenements, or Hereditaments to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said High Court of Chancery to order the Expences of all Purchases from Time to Time to be made in pursuance of this Act, or so much of such Expences as the said Court shall deem reasonable, to be paid by the said Company of Proprietors; and the said Company shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

On Payment of Purchase Money, Prémises vested in the said Company.

X. And be it further enacted, That upon Payment of the Money so contracted or agreed to be paid for the Purchase of such Lands, Tenements, or Hereditaments by the said Company of Proprietors to the Party or Parties or Person or Persons respectively entitled to such Monies, or their Agents, or upon Payment thereof into the Bank of *England*, for the Purpose of being disposed of in manner herein-before directed, and upon the Conveyance in manner herein-after directed of such Lands, Tenements, or Hereditaments, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand in Law or Equity of the Party and Parties,

Parties, and Person and Persons, Body or Bodies Politic or Corporate respectively, to whom or for whose Use the same shall be paid in, to, or out of such Lands, Tenements, and Hereditaments, shall vest in the said Company of Proprietors, and their Successors for ever, for effecting the Purposes of this Act.

XI. And be it further enacted, That all Sales, Conveyances, and Assurances of all Lands, Tenements, or Hereditaments to be made to the said Company of Proprietors and their Successors shall be made in the Form or to the Effect following; (that is to say,)

Form of Conveyance.

'I [*or* We, *as the Case may be*,] of in consideration of the Sum of to me [*or* us] paid [*or* paid into the Bank of England, *or otherwise, as the Case may require*,] by the Company of Proprietors established under or by virtue of an Act of Parliament passed in the Fifty-ninth Year of the Reign of King *George* the Third, intituled *An Act* [*here insert the Title of this Act*], do hereby grant and release [*or* assign, *as the Case may be*,] to the Company of Proprietors and their Successors all [*here describe the Estate to be conveyed*], and all my [*or* our] Right, Title, and Interest in and to the same and every Part thereof, to hold to the said Company of Proprietors and their Successors for ever, [*or, as the Case may be*, during all the Remainder of my *or* our Term, Estate, and Interest in the said Premises,] for the Purposes of the said Act of Parliament. In witness whereof I [*or* we] have hereunto set my [*or* our] Hand and Seal [*or* Hands and Seals] this Day of in the Year of our Lord One thousand eight hundred and .'

And every such Sale, Conveyance, and Assurance so made shall be good, valid, and effectual to all Intents and Purposes whatsoever, as to and against the Person or Persons, Body or Bodies Politic or Corporate, making the same, and his, her, or their Heirs, Successors, Issue, Cestuique Trusts, and all other Persons claiming or to claim by, from, under, or in Trust for him, her, or them respectively, or in Remainder, Reversion, or Expectancy as aforesaid; and the same shall be deemed and construed to bar the Dower and Dowers of the Wife and Wives of such Person and Persons, and all Estates Tail and other Estates, in Possession, Reversion, Remainder, or Expectancy, and the Issue and Issues of such Person and Persons claiming under them, as effectually as Fines or Common Recoveries would do if levied or suffered by the proper Parties in due Form of Law, any Law, Statute, Usage, or Custom to the contrary thereof notwithstanding.

Empowering Company to resell Land, &c. not wanted.

XII. And whereas the said Company of Proprietors may under the Provisions of this Act purchase Lands, Tenements, or Hereditaments which may be found to be not necessary or not wanted for the Purposes thereof; be it therefore further enacted, That it shall and may be lawful for the said Company to sell and dispose of, and by Indenture or Indentures under their Common Seal to grant and convey, by way of absolute Sale in Fee Simple, for a Consideration in Money, all or any Part or Parts of the Lands, Tenements, and Hereditaments which may have been so purchased, and which shall not be wanted for the Purposes of this Act; and upon Payment of the Money which shall arise by or from the Sale or

Sales

Sales of such Lands, Tenements, or Hereditaments, or of any Part or Parts thereof, it shall and may be lawful for the Treasurer for the Time being to the said Company to sign and give a Receipt or Receipts for the Money for which the same shall be sold; and such Receipt or Receipts shall be a sufficient Discharge or sufficient Discharges to any Person or Persons for the Money therein and thereby expressed or acknowledged to be received; and such Person or Persons having *bonâ fide* paid such Money shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money, or any Part thereof.

Capital Stock 15,000*l.*

XIII. And be it further enacted, That the Capital or Joint Stock of the said Company, to be applied and used in establishing and carrying on the Undertaking and the Purposes aforesaid, shall be the Sum of Fifteen thousand Pounds Sterling: Provided always, that the said Company shall not be authorized to exercise any of the Powers granted by this Act until such Time as the Sum of Ten thousand Pounds shall have been subscribed.

Subscribers to share in the Stock in proportion to their Subscriptions.

XIV. And be it further enacted, That all and every Person and Persons by or for whom any Subscription shall have been made or accepted, or any Payment made pursuant to the Orders of any General Meeting or Meetings to be held by the said Company for that Purpose, for or towards the raising of the said Capital Sum of Fifteen thousand Pounds as aforesaid, his, her, or their Executors, Administrators, or Assigns respectively, shall have and be entitled to a Share of and in the said Capital Joint Stock of the said Company, in proportion to the Monies which he, she, or they shall have so contributed towards making up the same; (that is to say,) to One Share of Fifty Pounds for each Fifty Pounds so contributed, and shall have and be entitled to a proportionable Share of the Profits and Advantages attending the Capital Stock of the said Company, and shall be admitted to be a Proprietor or Proprietors of and in the same.

Subscribers liable to the Debts of the Company in proportion to their Share in the Stock.

XV. And be it further enacted, That the Lands and Hereditaments, Manufactories, Gasometers, Machinery, Apparatus, and Works, Goods, Chattels, and Effects of the said Company and their Successors, shall be liable and answerable for the just Debts and Demands of the Creditors of the said Company; but no Person shall be any further or otherwise liable, either personally or in his or her Lands, Tenements, Hereditaments, Goods, Chattels, or Effects, for any Undertakings, Engagements, Contracts, or Agreements entered into by the said Company, or be subject or liable, by reason of his or her being one of the Persons composing the said Company, or of any of the Acts of the said Company, to the Statutes respecting Bankrupts, or any of them.

Stock to be divided into Shares of 50*l.* each, and be Personal Estate.

XVI. And be it further enacted, That the said Sum of Fifteen thousand Pounds shall be divided into Shares of Fifty Pounds Sterling each, and no Person or Persons shall be a Subscriber or Subscribers for a less Sum than Fifty Pounds Sterling; and all Shares in the said Undertaking, and in the Net Profits and Advantages thereof, shall be and be deemed Personal

Estate, and not of the Nature of Real Property, and as such Personal Estate shall be transmissible accordingly.

Power to raise a further Sum of Money, if necessary, by Subscription.

XVII. And be it further enacted, That in case the aforesaid Sum of Fifteen thousand Pounds should be found insufficient for making, completing, and maintaining the said Undertaking hereby authorized to be made, and defraying all necessary Charges relating thereto, then and in such Case it shall be lawful for the said Company of Proprietors and Subscribers to raise and contribute amongst themselves, in such Shares and Proportions as to them shall seem meet, or by the Admission of new Subscribers, any further or other Sum of Money for completing and perfecting the said Undertaking, not exceeding the Sum of Ten thousand Pounds; and every Subscriber towards raising such further Sum of Money shall be a Proprietor in the said Undertaking, and shall have a like Vote for himself or herself, or his or her Proxy, in respect of every Share in the said additional Sum so to be raised, and shall also be liable to such Forfeitures, and stand interested in all the Profits and Advantages of the said Undertaking, in proportion to the Sum he, she, or they shall subscribe to the said Undertaking, as generally and extensively, to all Intents and Purposes, as if such further or other Sum hereby allowed to be subscribed for or raised had been originally Part of the said Capital of Fifteen thousand Pounds, any thing herein contained to the contrary thereof in anywise notwithstanding.

To compel Payment of Subscriptions.

XVIII. And be it further enacted, That the several Persons who have subscribed for and towards the said Undertaking, or who shall at any Time hereafter have or hold any Share or Shares in the same, shall and they are hereby required to pay the Sum or Sums of Money by them respectively subscribed, or such Parts or Portions thereof as shall from Time to Time be called for pursuant to or by virtue of the Powers and Directions of this Act, at such Times and Places, and to such Person or Persons, and in such Manner as shall be ordered and directed by the Committee of Management for the Time being herein-after mentioned; and in case any Person or Persons should neglect or refuse to pay any such Money, at such Times and in such Manner as shall be ordered and directed by the Committee of Management as aforesaid, it shall be lawful for the said Company to sue for and recover the same, by Action of Debt or otherwise, in any of His Majesty's Courts of Record at *Westminster*, together with lawful Interest for the same from such appointed Time of Payment, and all Costs of Suit, from such Person or Persons, or in Cases where Two or more Persons shall have jointly subscribed for or be jointly possessed of any One Share in the said Undertaking, then from all, any, or either of such Persons.

Names of Proprietors to be entered, and Certificates of their Shares delivered to them.

XIX. And be it further enacted, That the said Company, or the Committee of Management to be appointed by virtue of this Act, shall and they are hereby required to cause the Names and Designations of the several Persons who have subscribed for or may at any Time hereafter be entitled to a Share or Shares in the said Undertaking, with the Number of such Share or Shares, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept

by their Clerk; and after such Entry a Certificate under the Seal of the said Company shall be delivered to every Proprietor upon Demand, specifying the Share or Shares to which he or she is entitled in the said Undertaking, and such Certificate shall be admitted in all Courts whatsoever as Evidence of the Title of such Proprietor, his or her Executors, Administrators, and Assigns, to the Share or Shares therein specified; but the Want of such Certificate shall not hinder or prevent the Owner from selling or disposing thereof.

First Committee of Management.

XX. And be it further enacted, That *John David Kelly*, *John Gardner*, *James Neyler*, *Andrew Hingston*, *Thomas French*, *Thomas Henney*, and *Joseph Cossens*, shall be and they are hereby constituted and appointed the Committee of Management for managing the Affairs of the said Company; and the said Committee of Management, or any other Committee of Management to be appointed in pursuance of this Act, shall and may from Time to Time appoint one of the said Committee Men Chairman of their Meetings to be held for the Purposes of this Act.

Vacancies in the Committee how to be filled up.

XXI. And be it further enacted, That when any Member or Members of the Committee of Management hereby nominated and appointed, or to be elected and appointed by virtue of this Act, shall die, or become disqualified, or refuse or neglect to act, it shall be lawful for the said Company, at any Special Meeting or Meetings to be called and held for that Purpose pursuant to the Directions of this Act, to elect and appoint some other or others of the said Proprietor or Proprietors to be a Member or Members of the said Committee of Management; and every such Proprietor or Proprietors so elected and appointed to fill such Vacancy or Vacancies, and being duly qualified, shall continue in his or their several and respective Offices so long as the Person or Persons in whose Place or Stead he or they were elected would have been entitled under the Provisions of this Act to have continued in Office, if such Death, Disqualification, Refusal, or Neglect had not happened.

First Committee to serve Two Years, and subsequent Committee One Year.

XXII. And be it further enacted, That the several Persons hereby nominated, constituted, and appointed to be the Committee of Management shall continue in Office, and be respectively Members of the said Committee, for the Term of Two Years from the passing of this Act, and until others or another shall be appointed in their or any or either of their Stead in pursuance of this Act; and at the Expiration of the said Term, and also at the Expiration of every succeeding Year thereafter, a fresh Committee of Seven Members shall be elected and appointed, in manner herein-after mentioned, out of the Proprietors of Shares in the said Undertaking, to be the Committee of Management for managing the Affairs of the said Company; and they shall continue in their respective Offices for the Space of One Year, to be computed from the Day of Election, or until others or another shall be duly elected into their or any of their Places.

Members may be re-elected.

XXIII. Provided always, and be it further enacted, That the Person or Persons who shall have served or acted upon the said Committee, and who, by the Expiration of the said Term of Service, or otherwise, shall go out of Office, may, notwithstanding the Expiration of such Term, and if otherwise properly qualified, be re-elected to and serve or act as a Member

Member of the said Committee of Management in the next or any succeeding Year.

Committee Men contracting for Work cease to have a Voice in the Committee, and disqualified if they do not hold Shares, or neglect to attend.

XXIV. Provided always, and be it further enacted, That if any Person hereby nominated or who shall be elected a Member of the said Committee of Management shall be or become a Dealer, either directly or indirectly, in any one of the Articles to be provided or manufactured by the said Company, or shall offer to take and succeed in taking, or shall participate in any Manner in any Work to be done for the said Company, every such Person shall be disqualified to vote in any Matters to be discussed and argued by the said Committee of Management; and that if any Person hereby nominated or to be appointed by virtue of this Act a Member of the said Committee should at any Time cease to be a Proprietor of all Share in the said Undertaking, or should have less than a Fifty Pound Share, or should refuse or neglect to attend any Five successive Meetings of the said Committee, every such Person shall be thereby disqualified from acting or voting at such Committee, and shall cease to be a Member thereof: Provided always, that in case it shall be proved to the Satisfaction of the said Committee that such Person shall have been prevented from attending Five successive Meetings by Illness or Absence from Home, then and in such Case he shall not be disqualified from being a Member of the said Committee by reason of such Absence from the Committees.

Meetings of Committee, and Regulations for their Proceedings.

XXV. And be it further enacted, That the said Committee of Management shall or may hold their First Meeting on the First or Second *Friday* after the passing of this Act, at such Place within the said Town of *Cheltenham* as they shall think proper, and shall then and there proceed in the Execution of this Act, and shall have full Power and Authority to adjourn such First Meeting, and again to meet and adjourn from Time to Time, and from Place to Place within the said Town, as they shall think fit; and that all Questions, Matters, and Things which shall be proposed, discussed, or considered by the said Committee of Management at any of their Meetings shall be decided and determined by the Majority in Number of Members present (the Number present not being less than Four), and in case of an equal Number of Votes upon any Question, including the Vote of the Chairman for the Time being, such Chairman shall have the decisive and casting Vote; and if on the Day appointed for any Meeting of the said Committee Four Members qualified to vote shall not attend, then and in such Case the Meeting shall be adjourned till the next Day if not a *Sunday*, and if the next Day should be a *Sunday* then to the *Monday* following, by the Member or Members then present, or if none be present, then by the Clerk of the said Company, or such other Person as shall attend in his Place; and that any Two or more Members of the Committee may, at any Time when they shall think fit, call a Meeting of the Committee, by causing Three Days Notice in Writing, signed by such Two or more Members, to be sent by the Post, or otherwise, to the Residence or Address of every Member of such Committee, and also renew the Meetings of the Committee though they may have been discontinued for want of Adjournment, or to institute a new Meeting, independent of any Meeting appointed by Adjournment.

XXVI. And

Power of Committee.

XXVI. And be it further enacted, That the Committee of Management for the Time being shall have the Custody of the Common Seal of the said Company, and shall have full Power and Authority to meet and adjourn from Time to Time, and from Place to Place as aforesaid, and also at any Time to call Special General Meetings of the said Company for any Purpose they may think proper, and to appoint the Time and Place in *Cheltenham* aforesaid of holding General and Special Meetings, and to direct the Affairs and Business of the said Undertaking, as well in issuing, receiving, and laying out and disposing of all Sums of Money to be issued or received, laid out or disposed of, for the Purposes of the same Company, as in contracting for and purchasing Messuages, Lands, Tenements, Hereditaments, Materials, Goods and Chattels for the Use of the said Undertaking, and entering into Agreements or Contracts for lighting the said Town of *Cheltenham*, and the Limits, Liberties, and Precincts thereof as aforesaid, or any of such Streets, Market Places, Shops, Inns, Taverns, private Houses or Buildings as aforesaid, and in nominating, electing, appointing, placing or displacing any Officer, Secretary, Clerk, Engineer, Agent, or Servant of the said Company, and with such Salaries, Gratuities, or other Recompence, as to the said Committee shall seem proper, and in ordering, directing, and employing the Works and Workmen, and in selling and disposing of all Articles produced as aforesaid, and in making, enforcing, and rescinding, compounding or compromising, all Contracts and Bargains touching or in anywise concerning the same, subject to such Orders, Bye Laws, Rules, and Regulations as shall at any Time be duly made by the said Company in Restraint, Controul, or Regulation of the Powers and Authorities by this Act granted; and no Sum or Sums of Money shall be issued by the Treasurer or Treasurers, or any other Officer or Officers to be appointed by the said Company, on account of the said Company, without an Order or Orders in Writing, signed by the Chairman of the said Committee of Management for the Time being, and Three Members at the least of the said Committee present at some Meeting of the said Committee of Management; and the said Committee of Management may require such Security to be given to the said Company of Proprietors from the present or any future Treasurer or Treasurers, Clerk, or other Officer or Officers, or other Person, for the faithful Execution of their respective Duties, as they may think proper or reasonable.

First Meetings of Proprietors.

XXVII. And be it further enacted, That the said Company of Proprietors or any Five or more of them shall meet together at some convenient Place in *Cheltenham*, within Thirty Days next after the passing of this Act, between the Hours of Eleven of the Clock in the Forenoon and Two of the Clock in the Afternoon, or as soon as conveniently may be, and shall then and there proceed in the Execution of this Act, and shall and may adjourn such Meeting to the same Place, or such other convenient Place in the Town of *Cheltenham* or Liberties aforesaid, as the said Company of Proprietors or any Five or more of them shall think proper; and if it should happen that there should not appear before the Hour of Twelve of the Clock at Noon at any Meeting a sufficient Number of Proprietors to act or to adjourn (Two Proprietors being hereby declared sufficient for the Purpose of Adjournment only), then and so often as the Case shall happen such Meeting shall stand over and be deemed to be adjourned to the same

Day in the following Week, and at the same Time and Place, and so from Week to Week, or until another Day shall be appointed by the said Company of Proprietors or any Five or more of them, by Notice in Writing to be sent by the Post or to be delivered to each Proprietor Ten Days at least before such General Meeting.

General Meetings to be held in each Year.

XXVIII. And be it further enacted, That from and after the First Meeting of the said Company of Proprietors there shall be held in each Year Two General Meetings of the said Company, (that is to say,) on the Fifteenth Day of *June* and the Fifteenth Day of *December*, or within Fourteen Days next after each such Day respectively; and of such several Meetings Fourteen Days Notice at the least shall be given by Advertisement in the *Cheltenham Chronicle*, or some other Paper for the Time being printed in *Cheltenham*, and if none, then in the *London Gazette*; and the First General Meeting to be held by virtue of this Act shall be holden on such of the said Days as shall first happen next after the First Meeting of the Proprietors, and all such Meetings may be adjourned from Time to Time, and from Place to Place in *Cheltenham* aforesaid, as shall be found expedient; and the Subscribers and Proprietors or any Five or more of them present at any such General Meeting, or at any other Special Meeting to be called, and of which Fourteen Days Notice shall be given in manner aforesaid (specifying the Purpose for which such Special Meeting is called), shall have Power to elect other Persons qualified according to this Act to be the Members of the Committee of Management, and to serve in the Place of such Person or Persons whose Office shall have respectively become vacant by Death, Resignation, or Want of Qualification, or otherwise, such Election to be by a Majority of Votes of the Proprietors present, according to their respective Number of Votes, such Votes to be taken by Ballot; and in all Cases whatever, when the Number of Votes, including the Vote of the Chairman, shall be equal, then the Chairman for the Time being shall have another and decisive or casting Vote.

General Meetings may make Bye Laws.

XXIX. And be it further enacted, That the said Company of Proprietors shall have full Power and Authority, from Time to Time, at any of their General Meetings as aforesaid, to make such Rules, Orders, and Bye Laws as to them shall seem meet and proper for the good Government of the said Undertaking, and for regulating the Proceedings of the said Committee of Management, and for regulating the Duties and Conduct of all Officers, Workmen, and Servants to be employed in and about the Affairs and Business of the said Company, and for the Superintendence and Management of the said Undertaking in all respects whatsoever, and from Time to Time to alter or repeal such Rules, Orders, and Bye Laws, or any of them, and to make new or other Orders, and impose such reasonable Fines and Forfeitures upon all Officers, Workmen, and Servants of the said Company, and other Persons to be employed in and about the Affairs and Business of the said Company, or in the Superintendence and Management of the said Undertaking, but no others, offending against such Rules, Orders, and Bye Laws, or any of them, not exceeding the Sum of Five Pounds for any One Offence, as to the said Company at a General Meeting shall seem meet and expedient; and all Rules, Orders, and Bye Laws so made as aforesaid, and being reduced into Writing, and the Common Seal of the said Company thereto affixed, shall be printed, and be

binding upon all such Persons, and shall be a sufficient Authority in any Court of Law or Equity to justify all Persons who shall act under the same: Provided nevertheless, that such Rules, Orders, and Bye Laws be not repugnant to the Laws or Statutes of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to the said recited Acts, or either of them, or to any of the express Directions or Provisions of this Act: Provided also, that Copies of every such Bye Law shall be affixed and continued in the Office of the said Company, and in some conspicuous public Place in the said Town of *Cheltenham*, for the Space of Twenty-one Days after passing thereof; and all such Rules, Orders, and Bye Laws shall be subject to Appeal in manner by this Act directed; and if any Person or Persons shall wilfully pull down or damage or deface any Copy or Copies so affixed up, every such Person shall for every such Offence forfeit and pay to the said Company of Proprietors any Sum not exceeding Forty Shillings.

Special Meetings of the Proprietors may be convened.

XXX. And be it further enacted, That if at any Time it shall appear to the said Committee of Management for the Time being at any of their Meetings, or if at any Time it should appear to any Ten or more of the said Company of Proprietors, who shall together be Holders of Twenty-five Shares at the least in the Capital of the said Company, to be necessary or expedient to call a Special Meeting of the Proprietors at large, for the Purpose of taking their Opinion and Determination on any Matter or Thing relating to the said Company, then and in every such Case it shall be lawful for such Committee of Management, of their own Authority, or at the Requisition in Writing, to be signed by such Ten or more Proprietors being Holders of at least Twenty-five Shares, and which Requisition shall specify the Object of such Meeting, to call a Special Meeting of the said Company at large; and in case the Committee of Management for the Time being should refuse or neglect for the Space of Fourteen Days to comply with such Requisition, then and in such Case it shall be lawful for the Proprietors who shall have signed the same to call a Special Meeting of the Company at large, and Notice of every such Special Meeting shall be given by Advertisement in the *Cheltenham Chronicle*, or some other Paper printed and published in *Cheltenham*, and in default of any Paper printed and published in *Cheltenham*, then in the *London Gazette*, specifying the Place where and the Time when such Meeting is to be held, the Time not being less than Fourteen Days after such Notice, and the Place of Meeting to be in the said Town of *Cheltenham*, and likewise specifying in such Notice the Reason for and Intention of calling such Special Meeting; and the Proprietors are hereby authorized to meet pursuant to such Notice, and take into consideration the Matter or Matters to be submitted to them by the Persons calling such Special Meeting, and specified in such Notice; and the Decision and Determination of the Proprietors present at such Meeting, or the major Part of them, according to the Number of Votes they shall have a Right to give respecting such Matter or Matters, shall be as valid to all Intents and Purposes as if the same Determination had been made at some General Meeting of the said Company of Proprietors.

Officers to the Company to be appointed

XXXI. And be it further enacted, That it shall be lawful for the said Company, at any General Meeting of the said Company, to nominate, elect,

at General Meetings.

elect, and appoint, under the Common Seal of the said Company, a Treasurer or Treasurers, as to them the said Company shall seem proper, and from Time to Time to remove any such Treasurer or Treasurers, or any of them, and to nominate, elect, and appoint another Person or Persons in his or their Room or Stead in manner aforesaid.

Offices of Clerk and Treasurer not to be held by One Person.

XXXII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to appoint the Person who may be appointed to act as their Clerk, or the Partner of any such Clerk, the Treasurer for the Purposes of this Act, or to appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer, the Clerk to the said Company; and if any Person shall act in both the Capacities of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk shall act as Treasurer, or being the Partner of any such Treasurer shall act as Clerk in the Execution of this Act, every Person so offending shall for every such Offence forfeit and pay the Sum of Fifty Pounds to any Person or Persons who shall sue for the same, to be recovered in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Proceedings to be entered in Books.

XXXIII. And be it further enacted, That all Orders and Proceedings of the said Company of Proprietors, and of the Committee of Management, shall be entered in a Book or Books to be kept for that Purpose; and such Orders and Proceedings, so entered and signed by the Clerk for the Time being of the said Company of Proprietors, or by the Chairman for the Time being of each respective Meeting, shall be deemed and taken to be original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts and Places whatsoever.

Proprietors to vote according to the Number of their Shares.

XXXIV. And be it further enacted, That all and every Person or Persons who shall have subscribed for or shall become entitled to and be in the actual Possession of One or more Share or Shares in the said Undertaking shall have a Vote or Votes in respect of such Share or Shares, at the General and Special Meetings of the said Company to be held for carrying on the said Undertaking, or for any Purposes relative thereto, in proportion to the Number of Shares following; (that is to say,) for One Share and less than Three Shares, One Vote; for Three Shares and less than Five Shares, Two Votes; for Five Shares and less than Seven Shares, Three Votes; and for Seven Shares and upwards, Four Votes; but no Person shall be entitled to more than Four Votes, or to give any Vote at such Meeting or Meetings unless such Person shall be possessed of One Share at least in the said Undertaking, and shall have held such Share for Three Calendar Months preceding such Meetings: Provided always, that no Person shall be entitled to vote at any General or Special Meeting of the said Company, in respect of any Share or Shares which he or she may possess in the said Undertaking, unless such Person shall have fully paid and satisfied all Arrears of Money which shall or may have become due in pursuance of any Call or Calls which shall have been made by the said Committee of Management for or in respect of such Share or Shares: Provided also, that no Person shall vote at any of the Meetings of the said

said Company upon any Question or Questions relating to the Concerns of the said Undertaking, in which such Person or Persons shall be any ways interested other than as a Subscriber or Subscribers, Proprietor or Proprietors to or of the said Undertaking.

The Person whose Name shall stand first for divided Shares to be deemed the Owner, and entitled to vote.

XXXV. And be it further enacted, That whenever Two or more Persons shall be jointly possessed or entitled to any Share or Shares in the said Undertaking, the Owner or Proprietor whose Name shall stand first in Order in the Books of the said Company as Proprietor of such Share or Shares shall for the Purposes of the said Company be deemed and taken to be the Owner and Proprietor of such Share or Shares, and all Notices required to be given to the Owner or Proprietor of any Share or Shares in the said Undertaking shall and may be given to or served upon such Person whose Name shall so stand first in Order in the Books of the said Company; and such Service upon such Person shall be deemed and taken to be a Service upon all the Owners and Proprietors of such Share or Shares, for the Purposes for which such Service is intended to be made upon the Owner or Proprietor of any Share or Shares, and such Person shall be entitled to any Vote or Votes which may be given in respect of such Share or Shares.

Empowering Proprietors of Shares to vote by Proxy.

XXXVI. And be it further enacted, That any Proprietor of any Share or Shares in the said Company's Stock, entitled to vote in respect of such Share or Shares at any General or Special Meeting of the said Company, shall have full Power and Authority to give his or her Vote or Votes at such General or Special Meetings as aforesaid, either in Person or by Proxy, every such Proxy being a Proprietor in the said Undertaking: Provided nevertheless, that no one Person shall deliver in Proxies for more than Ten Proprietors, and the Appointment of such Proxies may be made in the Form or to the Effect following; (*videlicet*,)

Form of Proxy.

'I *A.B.* of one of the Proprietors of and in the *Cheltenham* Gas Light and Coke Company, do hereby nominate, constitute, and appoint *C.D.* of to be my Proxy, in my Name, and in my Absence to vote or give my Assent to or Dissent from any Business, Matter, or Thing relating to the said Undertaking, that shall be mentioned or proposed at any General or Special Meeting of the said Company, in such Manner as he the said *C.D.* shall think proper, according to his Opinion and Judgment, for the Benefit of the said Undertaking, or any thing relating thereto. In witness whereof I have hereunto set my Hand, the Day of .'

Calls to be made on Subscribers.

XXXVII. And be it further enacted, That the Committee of Management for the Time being shall have full Power and Authority to make such Call or Calls for Money from the several Proprietors of the said Undertaking, their Executors, Administrators, Successors, and Assigns, as the said Committee of Management shall from Time to Time deem necessary for the Purposes of the said Undertaking, so that no Call do exceed the Sum of Ten Pounds for or in respect of any One Share of Fifty Pounds, and so that no Call be made within the Space of Three Calendar Months at least from any former Call, the several Sums to be paid into the Hands of the Treasurer of the said Company, for the Purposes of the said Company,

and every such Order to be signed by the Chairman of the said Committee of Management for the Time being, and Three of the Members of the said Committee at least, present at some Meeting of the said Committee duly held, and the said several Sums of Money so called for to be paid at such Time and Place as shall be appointed by such Meeting of the said Committee of Management; and if any Person or Persons should neglect or refuse to pay his, her, or their Proportion of the Money so to be called for, during the Space of Two Calendar Months next after the Time appointed for Payment thereof, then such Person or Persons so neglecting or refusing shall absolutely forfeit all his, her, or their Share, Part, and Interest in the said Undertaking and Capital Stock, and all Profit and Advantage thereof, and all Money theretofore advanced by him, her, or them on account thereof, to and for the Use and Benefit of the remaining Members of the said Company; and all Shares which may be so forfeited shall be sold at a public Sale for the most Money that can be gotten for the same, and the Produce thereof shall be applied in manner herein-after directed, but no Advantage shall be taken of such Forfeiture of any Share in the said Undertaking as aforesaid, unless the same shall be declared to be forfeited at some General or Special Meeting of the said Proprietors, to be held at a Distance not less than Two Months next after the said Forfeiture shall happen.

In default of Payment of Calls, Shares to be forfeited.

XXXVIII. And be it further enacted, That if any Person or Proprietor of any Share or Shares in the said Undertaking shall die before Payment shall have been made by him or her of the full Sum to be called for or in respect thereof as aforesaid, without having made any sufficient Provision by Will or otherwise how such Share or Shares shall be disposed of, and how the future Calls in respect thereof shall be answered, then and in such Case the Executors or Administrators of such Proprietor, and the Trustee or Trustees, Guardian or Guardians of any Infant or Person entitled to the Estate and Effects of such Proprietor or Proprietors, shall be indemnified against such Infant, and all other Persons whomsoever, for paying any Money which shall be called for as aforesaid, in respect of the Share or Shares of such deceased Proprietor.

Executors, &c. indemnified in paying Calls.

XXXIX. And in case any original Holder or Proprietor of One or more Share or Shares in the said Undertaking should die, become insolvent or bankrupt, or go out of the Kingdom, or should transfer his or her Right and Interest to some other Person, and no Register shall have been made of the Transfer thereof with the Clerk to the said Company, it may not be in the Power of the said Company, or any Officer acting for the said Company, to ascertain who is or are the Owner or Proprietor or Owners or Proprietors of such Share or Shares, in order to give him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, Notice or Notices of Calls to be made on such Share or Shares, and to maintain any Action or Actions, Suit, or other Proceedings against him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, for the Recovery of the same, or for the Purpose of safely paying to him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, the Interest or Dividends to which he, she, or they may be entitled by virtue of such Share or Shares; be it therefore

For ascertaining the Proprietorship of Shares in certain Cases.

therefore further enacted, That in all the Cases aforesaid or other like Cases, where the Right or Property in One or more Share or Shares in the said Undertaking shall pass from the original Subscriber or Subscribers, or any Proprietor or Proprietors thereof, to any other Person or Persons, by any other legal Means than by a Transfer or Conveyance thereof in the Form and Manner herein specified, an Affidavit shall be made and sworn to by Two credible Persons before a Master or a Master Extraordinary of His Majesty's High Court of Chancery, or One of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns; and such Affidavit shall be transmitted to the Clerk of the said Company, to the Intent that he may enter and register the Name or Names of every such new Proprietor or Proprietors in the Register Book or List of Subscribers and Proprietors to the said Undertaking, to be kept in the Office of the Clerk to the said Company; and in all or any of the said Cases after Three Calendar Months Notice in Writing shall have been given by the said Clerk to the Owner or Owners or Person or Persons claiming by reason of such Affidavit to be Owner or Owners thereof, or left at his, her, or their last or usual Place of Abode, to pay his, her, or their Proportion of Money so to be called for, and such Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, shall not have paid such his, her, or their Proportion as aforesaid, it shall be lawful for the Subscribers and Proprietors, at any General Meeting after the Expiration of such Notice, to declare the same Share or Shares to be forfeited, and in such Case the same Share and Shares shall be and become forfeited, and shall and may be sold and disposed of in such Manner as the said Subscribers and Proprietors at any General or Special Meeting or Meetings shall direct.

Company may sell Shares vested in them by Default of Owners not paying Calls.

XL. And be it further enacted, That where any Share or Shares of the said Undertaking shall by virtue of this Act become forfeited to or vested in the said Company of Proprietors as aforesaid, then and in every such Case it shall and may be lawful to and for the said Company of Proprietors, or their Committee of Management for the Time being, and they are hereby authorized and empowered, from Time to Time to sell or cause to be sold by public Auction or by private Contract, and by Writing under the Common Seal of the said Company of Proprietors to assign and transfer, such and so many of the Share or Shares of such Defaulter or Defaulters as the said Company of Proprietors or their Committee of Management shall from Time to Time find necessary and direct to be sold, unto such Person or Persons as shall become the Purchaser or Purchasers thereof, his, her, or their Executors, Administrators, and Assigns; and such Assignment and Transfer shall be valid and effectual against the Owner or Owners of every such Share or Shares so forfeited to or vested in the said Company of Proprietors and sold as aforesaid, and all Persons claiming under him, her, or them: Provided always, that in case the Money produced by the Sale of any such Share or Shares shall be more than sufficient to pay such Arrears as aforesaid, and legal Interest thereon, and the Expences attending the Sale or Sales thereof, the Surplus arising from such Sale shall be paid to the Person or Persons to whom such Share

or

or Shares shall have belonged: Provided also, that the said Company of Proprietors, or the Committee of Management, shall not by virtue of this Act at any Time or Times sell or transfer, or direct to be sold or transferred, any more of such Shares of such Defaulter or Defaulters than shall be sufficient as near as may be at the Time of such Sale to pay the Arrears due by such Defaulter or Defaulters for or on account of such Call or Calls, and the Interest and Expences attending the same; and from and after Payment of every the Call or Calls to be made by virtue of this Act, and the Interest and Expences as aforesaid, any Share or Shares vested in the said Company of Proprietors which shall remain in their Hands unsold shall revert to and again become the Property of the Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, to whom such Share or Shares shall have before belonged, in such Manner as if such Calls had been duly and regularly paid.

Company not to sue for Calls on forfeited Shares.

XLI. Provided also, and be it enacted, That nothing herein contained shall empower the said Company of Proprietors to sue the original Proprietors of any Share or Shares which shall be declared to be forfeited in Manner and according to the Tenor, true Intent, and Meaning of this Act, except such as shall revert as herein-before directed, for any Call or Calls for Money subsequent to the Declaration of such Forfeiture; but when any such forfeited Share or Shares shall be sold, the Purchaser or Purchasers thereof shall be liable to the future Calls in the same Manner as if he, she, or they had been the original Proprietor or Proprietors of such Share or Shares.

Shares may be transferred.

XLII. And be it further enacted, That it shall be lawful for the several Proprietors of the said Undertaking, their Executors, Administrators, Successors, and Assigns, to sell and transfer any Share or Shares of which they shall respectively be possessed; and every such Transfer shall be in the Form or to the Effect following; (that is to say,)

'I of in consideration of
'paid to me by of do hereby bargain,
'sell, and transfer to the said the Sum of
'Capital Stock of and in the Undertaking called the *Cheltenham* Gas
'Light and Coke Company, being Share, Number
'in the said Undertaking, to hold to the said Executors,
'Administrators, and Assigns subject to the same Rules,
'Orders, and Restrictions, and on the same Conditions, as I held the same
'Share immediately before the Execution hereof; and I the said
'do hereby agree to take and accept the said
'Share subject to the said Rules, Orders, Restrictions, and Conditions.
'As witness our Hands and Seals, this Day of
'in the Year of our Lord .'

Transfers to be registered.

And every such Transfer shall be produced and notified to the Clerk of the said Company, and shall be entered or registered in the Books of the said Company; and the Entry or Registry thereof shall specify the Date, Names of the Parties, and the Number of Shares transferred; and for the Entry or Registry of each such Assignment the Sum of Five Shillings shall be paid to the Clerk or other Officer making the same, by the Person at

whose Request such Entry or Registry shall be made; and a Copy of such Register, signed by the Clerk, Agent, or other Officer of the said Company duly authorized thereto, shall be sufficient Evidence of every such Sale and Transfer, and received as such in all Disputes and in all Trials before any Court in the United Kingdom; and until such Transfer shall be entered or registered in the Books of the said Company as aforesaid no Purchaser or Purchasers of any Share or Shares, or his, her, or their Executors, Administrators, Successors, and Assigns, shall have any Part or Share in the said Undertaking, or in the Profits and Advantages thereof, nor shall receive any Interest or Dividends for or in respect of such Share or Shares so purchased, nor be entitled to vote at any Meeting or Meetings as Proprietor or Proprietors of the said Undertaking.

No Share to be sold after a Call till the Money is paid.

XLIII. Provided always, and be it further enacted, That no Person or Persons shall sell or transfer any Share or Shares which he, she, or they shall possess in the said Undertaking after the Day appointed for the Payment of any Call for Money until the Money so called for, and which shall be due in respect of his, her, or their Share or Shares intended to be sold, shall be paid; and until such Money so called for shall be paid in respect of such Share or Shares intended to be sold, any such Sale or Transfer of any Share or Shares shall be void; and all and every Person or Persons making default herein shall be subject and liable to forfeit such his, her, or their Share or Shares in the said Undertaking, to and for the general Benefit of the said Undertaking, unless he, she, or they should, at the Time of such Sale or Transfer, pay to the Treasurer of the said Company the full Sum of Money called for upon every Share or Shares so to be sold or transferred, such Forfeiture nevertheless to be first notified and declared in manner directed by this Act with respect to the Forfeiture of Shares for not answering the Calls to be made thereon as aforesaid.

When Accounts to be audited.

XLIV. And be it further enacted, That on the Tenth Day of *January*, or within Fourteen Days afterwards, in every Year, the Accounts of the said Company and the said Committee of Management shall be produced and audited at a Meeting to be held as next herein-after mentioned.

Dividends to be made.

XLV. And be it further enacted, That on the Tenth Day of *July* and the Tenth Day of *January* in every Year, or within Fourteen Days of each of the same Days respectively, a Half-yearly Dividend or Dividends shall be made by the Committee of Management for the Time being aforesaid, out of the Interest, Profits, or Advantages of the said Undertaking, at a Meeting or Meetings of the said Company to be held at such Times and in such Manner as last aforesaid respectively, unless the Proprietors of the said Undertaking should at such Meeting or Meetings declare otherwise; and such Dividend or Dividends shall be at and after the Rate of so much for every One hundred Pounds upon all and every Sum and Sums of Money paid to the said Company by such Proprietors, their Executors, Administrators, Successors, and Assigns, as the said Company shall think fit at such Meeting or Meetings to appoint and determine; provided that no Dividend shall be declared, made, or paid for Twelve Months after the passing of this Act, and that no Dividend

shall be made whereby the Capital of such Company shall be in any Degree reduced or exhausted; and until all Claims upon the said Company shall be paid.

Power to break up the Soil and Pavements of Streets, &c.

XLVI. And be it further enacted, That it shall be lawful for the said Company and their Successors, and they are hereby fully authorized and empowered, subject to the Provisions and Restrictions herein mentioned, by their Servants, Agents, Workmen, and others, from Time to Time, to make and erect such Retorts, Gasometers, Receivers, and other Buildings, Cisterns, Engines, Machines, and other Apparatus, Cuts, Drains, Sewers, Watercourses, Reservoirs, and other Works, and to sink and lay Pipes of such Construction and in such Manner as the said Company shall think necessary or proper for carrying the Purposes of this Act into execution, and also in a careful and workmanlike Manner, doing thereby as little Damage as may be, to break up the Soil, Pitchings, and Pavements of any Streets, Highways, Roads, Ways, Footpaths, Lanes, and Passages within the said Town and Precincts thereof, and to dig and sink Trenches and Drains, and lay Mains or Pipes, and put Stop-cocks, Syphons, Plugs, or Branches from such Pipes, in, under, across, and along such Streets, Highways, Roads, Ways, Footpaths, Lanes, and Passages, and in such Manner as shall be necessary for the Purpose of carrying this Act into execution or supplying any such Light as aforesaid, and from Time to Time to alter the Position of and to repair, relay, and maintain such Pipes, Stop-cocks, Syphons, and Plugs or Branches, and also to carry, fit up, and furnish any Pipe or Pipes, Cocks or Branches, or other necessary Apparatus, from any Main or Pipe laid in any Street, Highway, Road, Way, Lane, Footpath, or Passage by the said Company by virtue of this Act, into any Dwelling House or Houses, Manufactories, public or private Buildings, for the Purpose of lighting the same from any of such Mains or Pipes, and to fix, place, and maintain any Apparatus or Convenience necessary or requisite or deemed advisable for securing to any Dwelling House or Houses, Manufactories, public or private Buildings, a proper and competent Supply of Gas, or for measuring and ascertaining the Extent of such Supply, and also to alter or amend any Work which shall have been placed when the same shall be bad and imperfect, or which shall be injured or damaged in such Dwelling House or Houses, Manufactories, public or private Buildings, and to do all such other Acts, Matters, and Things of the same or the like Nature as shall from Time to Time be necessary and convenient for the Purposes of carrying this Act into execution: Provided always, that a proper Compensation be made by the said Company of Proprietors for any Damage to be done by the said Acts respectively; and provided also, that nothing herein contained shall extend or be construed to extend to authorize or empower the said Company of Proprietors, or their Successors, to make or erect any such Retorts, Gasometers, Receivers, and other Buildings within the Town of *Cheltenham* aforesaid, or the present or future Limits or Liberties thereof, except on a certain Piece or Parcel of Ground near the Bottom of the Town of *Cheltenham* aforesaid, in an Inclosure of Land agreed to be purchased by or on behalf of the said Company of Proprietors of Mr. *William Stone*, or near or adjoining thereto, or on any other Land lying below the present Turnpike Gates standing at the Bottom of the said Town of *Cheltenham*, nor to sink or make any such Cuts, Drains, Sewers, Watercourses, and Reservoirs in any Situa-

tion or Direction where the same can, shall, or may interfere with any present or future public or private Drain, Sewer, or Well within the said Town, or the present or future Limits or Liberties thereof, nor to carry or lay any Pipe or Pipes, Cocks or Branches, from any Main or Pipe into any Dwelling House or Dwelling Houses, Manufactories, public or private Buildings as aforesaid, without the Consent in Writing of the Occupier or Occupiers for the Time being of every such Dwelling House or Dwelling Houses, Manufactories, public or private Buildings as aforesaid, and which Consent the said Occupier or Occupiers is and are hereby authorized to give; and provided also, that no such Consent of the Occupier so given shall be considered to be binding and conclusive on the Owner or Owners of the said Property for the Time being for any longer Period than for the Estate and Interest of such Occupier or Occupiers so giving Permission as aforesaid: Provided also, that the Soil, Pitchings, and Pavements of any Streets, Highways, Roads, Ways, Footpaths, Lanes, and Passages within the present or future Jurisdiction of the said Commissioners for executing the said recited Acts or either of them be only broken up under the Inspection of the Surveyor of the said Commissioners: Provided also, that all Works to be done or repaired within such Jurisdictions as aforesaid be done under the Inspection of such Surveyor aforesaid (Emergencies excepted): Provided also, that all other Streets, Roads, and Highways shall only be broken up under the Direction of the Commissioners, Trustees, or Surveyors under whose Care or Superintendence the same Streets, Roads, or Highways may be, and under the Inspection of the Surveyor or Surveyors of such Commissioners or Trustees respectively.

Company to remove Pipes, &c. when Tenants quit, if required.

XLVII. Provided always, and be it further enacted, That the said Company of Proprietors, and their Successors, shall, at their own Expence, on the Expiration or Determination of the Tenancy or Tenancies of such Occupier or Occupiers so giving Consent as aforesaid, within Twenty-one Days after the Expiration or Determination of such Tenancy or Tenancies, upon receiving Notice in Writing for that Purpose, for or on behalf of the Owner or Owners, or the succeeding Occupier or Occupiers of any such Dwelling House or Dwelling Houses, Manufactories, public or private Buildings as aforesaid, remove, take, and carry away, or cause to be removed, taken, and carried away, any Pipe or Pipes, Cocks or Branches, from any Main or Pipe which shall have been introduced or laid by the said Company of Proprietors, and their Successors, in any such Dwelling House or Dwelling Houses, Manufactories, public or private Buildings as aforesaid, pursuant to the Power for that Purpose herein-before contained, and repair and make good such Dwelling House or Dwelling Houses, Manufactories, public or private Buildings, where the same shall be so introduced, any thing herein contained to the contrary thereof notwithstanding; and in default thereof it shall and may be lawful to and for such Owner or Owners, or such new Occupier or Occupiers, as the Case may require, or any other Person or Persons acting under their, his, or her respective Authorities or Authority, to cause such Pipe or Pipes, Cocks or Branches, to be removed, taken, and carried away; and the reasonable Costs and Charges for doing the same shall be immediately paid by the said Company of Proprietors, and their Successors, or their Treasurer for the Time being, to such Owner or Owners, Occupier or Occupiers, as the Case may require: Provided nevertheless, that if such reasonable Costs and

and Charges be not paid within One Calendar Month next after Demand shall be made by such Owner or Owners, Occupier or Occupiers, (Proof of such Demand being made by the Oath of One credible Witness before One or more Justice or Justices of the Peace for the said County of *Gloucester*,) all such reasonable Costs and Charges shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, and their Successors, together with the Costs and Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of One or more Justice or Justices of the Peace of the said County, and which Warrant such Justice or Justices is and are hereby empowered to grant; and such Costs and Charges shall be paid to such Owner or Owners, Occupier or Occupiers, as the Case may require.

Situation of Pipes, &c. may be altered if Commissioners desire it.

XLVIII. And be it further enacted, That if for the Purposes of the said recited Acts, or either of them, it shall at any Time or Times hereafter be deemed necessary or expedient by the Commissioners acting under and by virtue of the said recited Acts, to raise, sink, or otherwise alter the Situation of any of the Mains, Pipes, Stop-cocks, Plugs, or Branches which shall be laid down for the Purposes aforesaid, within the present or future Jurisdiction of the said Commissioners, the said Company of Proprietors shall, at the Expence, Costs, and Charges of the said Commissioners, within Two Calendar Months next after being required so to do by Notice in Writing to them given by the said Commissioners, signed by their Clerks, raise, sink, or alter such Mains, Pipes, Stop-cocks, Plugs, or Branches, according to such Notice, in such Manner and in such Place or Places as the said Commissioners shall think right or proper; and in default thereof it shall be lawful to and for the said Commissioners or their Surveyor (at the like Costs and Charges of the said Commissioners), or any other Person or Persons acting by their Order or under their Authority, to cause such Mains, Pipes, Stop-cocks, Plugs, or Branches to be raised, sunk, or altered as aforesaid, so that in either of the said Cases no Damage be done thereby to the said Company of Proprietors, or their Successors, and so that they be not thereby prevented from or inconvenienced or obstructed in lighting any public or private Lamp or Lamps within the said Town, or the present or future Limits and Liberties thereof, unless such Damage or Obstruction from the Circumstances of the Case be unavoidable.

Situation of Pipes on private Roads may be altered, on Request of Proprietors.

XLIX. Provided also, and be it further enacted, That in case the said Company of Proprietors, or their Successors, should at any Time hereafter break up the Soil, Pitching, or Pavement of any private Road for the Purpose of laying any Main or Pipe along, under, or across the same, then and in every such Case they the said Company of Proprietors, or their Successors, shall, upon Application made to them for that Purpose by the Owner or Owners of the Soil for the Time being, lay such Main or Pipe in such Part of such Road or Roads as such Owner or Owners shall direct; and after the same shall have been so laid and placed it shall be lawful for such Owner or Owners at any Time or Times thereafter, if he, she, or they should deem it necessary or expedient, and at his, her, or their own Costs and Charges, to alter and vary the Position of such Pipe or Pipes, Main or Mains, and to relay the same, so that no Damage be done thereby

thereby to the said Company of Proprietors, or their Successors, and so that they be not thereby prevented from or obstructed in lighting any public or private Lamp within the said Town, or the present or future Limits and Liberties thereof, unless such Damage or Obstruction be unavoidable.

Company be remunerated for Loss sustained by altering Pipes, &c. in certain Cases.

L. Provided always, and be it further enacted, That if by the raising, sinking, or altering any of the said Pipes, Cocks, Plugs, or Branches, either by the said Commissioners, or any such Owner as last mentioned, any Damage, Loss, or Injury shall be done, accrue, or be sustained to or by the said Company of Proprietors, and their Successors, either by losing the lighting of any such public or private Lamp or Lamps as aforesaid or otherwise, then and in every such Case such Damage, Loss, or Injury, to be fixed and ascertained by any One or more Justice or Justices of the Peace for the said County of *Gloucester*, shall be made good to the said Company of Proprietors and their Successors by the said Commissioners, or by the said Owner or Owners, as the Case may be, as soon as Circumstances permit; and in default of Payment thereof by any such Owner or Owners for One Calendar Month after Demand shall be made by the said Company of Proprietors and their Successors, or by their Clerk or Superintendent, Proof of such Demand being made by the Oath of One credible Witness before One or more Justice or Justices of the Peace for the said County, the same shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of such Owner or Owners, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of One or more Justice or Justices of the Peace of the said County, and which Warrant such Justice or Justices is and are hereby empowered to grant; and such Costs and Charges shall be paid to the said Company of Proprietors and their Successors as the Case may require.

Non-attendance of Surveyor of Commissioners not to retard the Works.

LI. Provided always, and be it further enacted, That in case the Surveyor for the Time being of the said Commissioners shall refuse or neglect to attend to inspect any of the Works hereby directed to be done under his Inspection, after being thereunto required by Notice in Writing from the said Company or their Clerk, given to or left at the Place of Abode of the said Surveyor, that the said Company are hereby fully authorized to do and perform such Works without the Inspection of such Surveyor, any thing herein contained to the contrary thereof notwithstanding.

Pavements to be made good when Pipes are laid.

LII. Provided always, and be it further enacted, That the Workmen employed in laying or repairing any such Mains, Pipes, Plugs, Cocks, Stop-cocks, Syphons, Branches, or other Apparatus shall do as little Damage as may be, and shall forthwith fill in the Trenches, and make good the Pavements and Roads, and carry away the Rubbish occasioned by such Works, and repair any Damage arising from any Drains, Sewers, or Cuts which may be made for carrying off the Washings or Waste Liquids aforesaid without any Delay, and shall in the meantime fence or guard the Place or Places where any Ground shall be opened, in such Manner as to prevent Accidents to Passengers, Cattle, and Carriages; the same several and respective Acts to be done under the Superintendence and to the Satisfaction of the Surveyor for the Time being of the said Commissioners

Commissioners in all Cases where such Mains, Pipes, Plugs, Cocks, Syphons, Branches, or other Apparatus shall be laid or repaired in or under any of the public Streets, Roads, Ways, Footpaths, or other Places now or hereafter to be within the said Town or the Limits or Liberties thereof, and under the Jurisdiction of the said Commissioners, and under the Superintendence and to the Satisfaction of the Surveyor or Surveyors of the Trustees of any Roads or Highways which may be so broken up, and under the Superintendence and to the Satisfaction of the Owner or Owners of the Soil for the Time being in all other Places: Provided always, that if there should be any wilful or negligent Delay in the said Company of Proprietors, or in any of their Agents or Servants, or any other Person or Persons acting by or under their Authority, in filling in any such Ground, or removing Rubbish, or making good any such Pavements or Roads as aforesaid, then and in every such Case it shall and may be lawful to and for the said Commissioners, or their Surveyor or Surveyors, or any other Person or Persons acting by or under the Authority of the said Commissioners, as to any Street, Highway, Way, Lane, Passage, or Place within their Jurisdiction as aforesaid so broken up, and to and for the Surveyor or Surveyors of the Trustees of any Road or Highway as aforesaid, and to and for the Owner or Owners of the Soil for the Time being in all other Places, to fill in such Ground and remove such Rubbish, and repair and make good any Pavement or Road so broken up; and the reasonable Costs and Charges thereof shall be paid by the said Company of Proprietors, or their Treasurer, to the said Surveyor, or Owner or Owners, as the Case may require; and in default of Payment thereof for Thirty Days next after Demand shall be made by such Surveyor, or other Person acting by or under the Authority of the said Commissioners or Trustees, as the Case may require, by such Owner or Owners, Proof of such Demand being made by the Oath of One credible Witness before One or more Justice or Justices of the Peace for the County of *Gloucester*, all such reasonable Costs and Charges, together with any Sum not exceeding Five Pounds by way of Penalty, shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of any such Justice or Justices of the Peace for the said County of *Gloucester*, which Warrant such Justice or Justices is and are hereby empowered to grant; and such Costs, Charges, and Penalty shall be paid to the said Commissioners or Trustees, or their Treasurer, or, as the Case may require, to the said Owner or Owners.

Power of Commissioners of Pavement, &c. not to be affected.

LIII. Provided always, and be it further enacted, That nothing in this Act contained shall have the Effect of depriving the said Commissioners, or their Successors, or any Person or Persons, of any Right, Power, or Authority which they or any of them at present possess, or of interfering with any Right, Power, or Authority which they or any of them may hereafter acquire, of lighting the public Streets, Highways, Ways, Lanes, Passages, and other Places, Houses, Manufactories, or Buildings in *Cheltenham*, or the Precincts thereof as aforesaid, with Gas Lights or in any other Manner, or to defeat, abridge, alter, obstruct, or in any Manner interfere with the Rights, Powers, and Authorities of the Commissioners appointed or elected by virtue of the said recited Acts, or either

of

of them, or to remove any of the Disabilities or Restrictions or to take away any of the Penalties or Forfeitures contained therein or imposed thereby; but that the said recited Acts, and all and every the Matters, Powers, Authorities, Privileges, Disabilities, Restrictions, Provisions, Articles, Rules, Penalties, Forfeitures, and Clauses therein contained shall be and continue in full Force and Effect to all Intents and Purposes whatsoever, so far as the same are not expressly varied, altered, or affected by the Provisions herein contained, or any of them, in such and the like Manner as if this Act had not passed.

No Pipes of Communication to be laid without Consent of the Company.

LIV. Provided always, and be it further enacted, That no Person shall lay or cause to be laid any Iron, Leaden, or other Pipe or Tube to communicate with any Pipe belonging to the said Company, without the Consent of the said Company under their Common Seal first had and obtained, nor supply any Inhabitant or other Person with any Part of such Gas, on Pain of forfeiting and paying to the said Company the Sum of Forty Shillings a Day for every Day such Pipe shall so remain or such Supply be furnished; every such Penalty of Forty Shillings to be recovered by Distress and Sale of the Offender's Goods and Chattels, by Warrant under the Hand and Seal or Hands and Seals of any Justice or Justices of the Peace for the County of *Gloucester*, and which Warrant such Justice or Justices is and are hereby required and empowered to grant; and the Surplus, after such Penalty or Forfeiture and the Costs and Charges of such Distress and Sale are deducted, shall be returned, upon Demand, to the Owner of such Goods and Chattels; and in case sufficient Distress shall not be found or such Forfeiture shall not be forthwith paid, it shall be lawful for such Justice or Justices to cause such Offender or Offenders to be committed to some House of Correction of the County of *Gloucester*, there to remain without Bail or Mainprize, for such Time as such Justice or Justices shall direct, for a Time not exceeding Three Calendar Months, and determinable when such Forfeiture and all reasonable Charges, to be fixed by such Magistrate or Magistrates in the Event of Commitment, shall be sooner paid and satisfied; and it shall be lawful for the said Company of Proprietors, if they should so think fit, also to take off the Gas from the House and Premises of the Person so offending, notwithstanding any Contract or Contracts, Agreement or Agreements, which may have been previously entered into.

Penalty for interrupting Company's Workmen.

LV. And be it further enacted, That if any Person should wantonly or maliciously hinder or interrupt the said Company of Proprietors, or their Deputies, Agents, Workmen, or Servants, or any of them, in doing or performing any of the Works, or in exercise of any of the Powers and Authorities by this Act granted, or should in anywise cause or procure such Interruption or Hindrance to take place, and should be thereof convicted before any Magistrate or Magistrates acting in or for the said County of *Gloucester*, either on Evidence or by Confession, every Person so offending shall for every such Offence forfeit and pay to the said Company of Proprietors any Sum, to be adjudged by such Magistrate or Magistrates, not exceeding Five Pounds; and such Sum so adjudged to be recovered in like Manner as any Penalty or Forfeiture can or may by virtue of this Act be recovered; or the said Company may, at their Option, sue for the Damages sustained by them for such Injury, Hindrance, or Interruption.

LVI. And

Power to convey Wastings.

LVI. And be it further enacted, That it shall be lawful for the said Company to make Sewers or Cuts of such Breadth, Depth, and Dimensions, and in such Manner as they shall think expedient, under the Ways, Lanes, Avenues, and Places within the said Town, Parish, or Liberties, and Precincts thereof, for the Purpose of carrying off the Wastings or other Waste Liquids which may arise in the Prosecution of the Works aforesaid, the said Company doing as little Damage as may be in making the said Sewers or Cuts, and immediately repairing at their own Expence all such Damage; provided that such Wastings or other Waste Liquids be not conveyed into any Rivers, and that no such Sewer or Cut shall be made in any Situation where the same can, shall, or may in any Manner interfere with, prejudice, or affect any of the present or future public or private Wells, Sewers, or Drains within the said Town, or the present or future Limits or Liberties thereof, or without the Consent of the Owner and Owners, Occupier and Occupiers thereof for the Time being, in, through, under, or across any private Lands or Grounds.

Penalty for damaging Pipes, &c.

LVII. And be it further enacted, That if any Person should wilfully, wantonly, or maliciously remove, take away, break, destroy, damage, or injure any or any Part of any Pipe, Pedestal, Post, Plug, Lamp, or other Apparatus, Matter, or Thing belonging to the said Company, or should wilfully, wantonly, or maliciously extinguish or put out any or either of the public Lamps and Lights, or wilfully or maliciously waste any of the Inflammable Air or Gas supplied by the said Company, every Person so offending in any one or either of the respective Premises, and being thereof lawfully convicted on the Oath of One credible Witness before One or more Justice or Justices of the Peace for the County of *Gloucester*, shall, for each separate and distinct Act or Offence herein-before enumerated, forfeit and pay to the aforesaid Company any Sum not exceeding Five Pounds and Three Times the Amount of the Damage to be done, as the same shall be ascertained by such Justice or Justices; such Penalty and Damage, together with reasonable Costs, to be levied under the Warrant of such Magistrate or Magistrates, by Distress and Sale of the Goods and Chattels of such Offender, returning the Overplus (if any), on Demand, to the Owner of such Goods and Chattels; or if it shall appear to the said Justice or Justices, either by Confession or otherwise, that the Offender or Offenders hath or have not any Goods or Chattels sufficient to levy such Forfeiture or Damage aforesaid, such Offender or Offenders shall or may be forthwith committed to the House of Correction at *Northleach*, or to the Common Gaol for the said County of *Gloucester*, there to remain for any Time to be fixed, not exceeding Three Calendar Months, or until such Forfeiture, Damages, and Costs so directed to be levied shall be paid or tendered to the Keeper of the said House of Correction, or to the Gaoler of the said Gaol, for the Use of the said Company.

Satisfaction for accidental Damage to Lamps, &c.

LVIII. And be it further enacted, That if any Person or Persons should carelessly or accidentally break, destroy, throw down, damage, or injure any Lamp or Lamps hung out, set up, or belonging to the said Company, or by any Person or Persons at his, her, or their private Expence, or any Pipe, Pedestal, Post, Plug, or other Apparatus, Matter, or Thing belonging thereto or to the said Company, or carelessly or accidentally waste any of the Inflammable Air or Gas supplied by the said Company, or keep

the Lights burning for a longer Time than he, she, or they respectively shall contract to pay for, and shall not, upon Demand by the said Company, or their Clerk or Superintendant, or other Person or Persons authorized by them, make Satisfaction for the Damage done, or the Excess of Gas obtained and used, then and in every such Case it shall and may be lawful to and for any One or more Justice or Justices of the Peace for the said County of *Gloucester*, and he or they is and are hereby required, upon Complaint to him or them made, to summon before him the Party or Parties against whom such Complaint shall be preferred, and upon hearing the Allegation and Proofs on both Sides, or on Non-appearance of the Party or Parties so complained against, to award such Sum or Sums of Money by way of Satisfaction to the said Company, or to such other Person or Persons (as the Case may require), for such Damages or Excess, as such Justice or Justices shall think reasonable; and in case of Neglect or Refusal to pay any Sum or Sums so awarded within Three Days after Demand it shall and may be lawful to and for such Justice or Justices, or any One of them, and he and they is and are hereby required, to cause the same to be raised and levied in such and the like Manner as any Fine, Penalty, or Forfeiture is by this Act directed to be raised and levied.

Appeal may be made to Quarter Sessions.

LIX. Provided always, and be it further enacted, That any Body or Bodies Politic, Corporate, or Collegiate, or any other Person or Persons whomsoever, thinking himself, herself, or themselves aggrieved by any Rule, Order, or Bye Law of the said Company of Proprietors, or any thing done in pursuance thereof, or by the Order or Determination of any Justice or Justices of the Peace, in pursuance of this Act, may, within Six Calendar Months after the Cause of Complaint shall have arisen, appeal to the Justices of the Peace at the Quarter Sessions of the Peace to be holden for the said County of *Gloucester*, the Person or Persons appealing having first given at least Ten clear Days Notice of such Appeal, and of the Nature and Matter thereof, to the Person or Persons appealed against, or to the Clerk of the said Company as representing the said Company, and forthwith after such Notice entering into a Recognizance before some Justice of the Peace for the said County of *Gloucester*, with Two sufficient Sureties, conditioned to try such Appeal, and to abide the Order and Award of the said Court thereon; and the said Justices, upon due Proof of such Notices and Recognizance having been given and entered into, shall in a summary Way hear and determine such Complaint at such General Quarter Sessions of the Peace, or, if they think proper, may adjourn the hearing thereof to the next General Quarter Sessions of the Peace to be held for such County, and if they see Cause may mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of any such Rule, Bye Law, Order, or Determination, and shall and may also award such further Satisfaction to be made to the Party injured, or Costs to either of the Parties, as they shall judge reasonable and proper; and all such Determinations of the said Justices shall be final, binding, and conclusive upon all Parties, to all Intents and Purposes whatsoever.

Company may contract with Commissioners.

LX. And be it further enacted, That the said Company of Proprietors shall and they are hereby authorized and required to contract and agree with

with the said Commissioners, at the proper Costs and Charges in all Things of the said Company, to find and provide and set up in the Town and Precincts of *Cheltenham* aforesaid so many proper new Gas Lamp Posts, Lamp Irons, and Gas Lamps, (not exceeding in Value the Sum of Six Guineas for each and every such Gas Lamp Post, Lamp Iron, with Gas Lamp complete,) and in such Situation as the said Commissioners, at a Special Meeting to be holden by them for that Purpose, of the Time, Place, and Purport of which Meeting Ten Days previous Notice at the least shall be given in manner directed by the said recited Acts, and at which Special Meeting Fourteen Commissioners at the least shall be present, shall direct and approve, and to furnish and supply the said Lamps so to be put up with Gas of good Quality and in sufficient Quantity, and to the entire Satisfaction of the said Commissioners, for the Space of Three Years from the Twenty-ninth Day of *September* last; and that the Main Pipes for conveying the said Gas shall be laid and continued contiguous to the Curb Stones of the Footpath or Pavement and Water Kennel on each Side of the said *High Street* in *Cheltenham* aforesaid.

Company to enter into a fresh Contract with Commissioners at the Expiration of first Term.

LXI. And be it further enacted, That in case the said Commissioners at a Special Meeting to be called for that Purpose, of the Time, Place, and Purport of which Meeting Fourteen Days Notice at the least shall be given in manner directed by the said recited Acts, and at which Meeting Fourteen Commissioners at the least shall be present, should at the Expiration of the said Term of Three Years be desirous of having the said Town and Precincts continued to be lighted with Gas, then the said Company of Proprietors and their Successors shall and they are hereby authorized and required, Six Calendar Months at least before the Expiration of the said Term of Three Years, to enter into and sign another Contract and Agreement with the said Commissioners, for continuing to light with Gas of good Quality and in sufficient Quantity the public Lamps in the said Town and Precincts, at such annual Price *per* Lamp and for such Hours as the said Commissioners shall consider just and reasonable, for a further Term of Five Years, commencing from the Expiration of the said Term of Three Years, such annual Price *per* Lamp to be ascertained and fixed from Year to Year during the said Term of Five Years, with reference to the Price of Coal, Labour, and other Materials, at a Special Meeting of the said Commissioners to be held at least Three Months before the Twenty-ninth Day of *September* in each Year, of each of which Meetings Notice shall be given, and not less than Fourteen Commissioners shall be present, as is herein-before directed touching the Meeting to be held for entering into such Contract.

In case Contract not renewed, the Gas Lamps to be removed and Oil Lamps reinstated.

LXII. And be it further enacted, That in case the said Commissioners should not be desirous of continuing to light the public Lamps of the said Town and Precincts with Gas at the Expiration of the said Term of Three Years, then the said Company of Proprietors shall and will, without Delay, and at their own proper Costs and Charges, cause and procure all the public Lamp Posts, Lamp Irons, and Gas Lamps then standing in the said Town and Precincts aforesaid, and also any private Lamp Posts, Lamp Irons, and Gas Lamps erected by the said Company, and which may be then standing in the said Town and Precincts aforesaid, within the Juris-

diction

diction of the said Commissioners, which shall or may be deemed an Obstruction or Nuisance by the said Commissioners at a Special Meeting to be convened for that Purpose, to be removed and taken away, and shall and will thereupon make good all the Pavements, Pitchings, Streets, Gutters, Paths, Passages, and Places that shall or may be damaged or injured by such Removal, and shall and will, without Delay, and at their like proper Costs and Charges, cause all the Oil Lamps and Oil Lamp Posts to be reinstated in the same Situation and Condition as they were respectively on the Twenty-ninth Day of *September* last.

Price of Gas limited.

LXIII. And be it further enacted, That the said Company of Proprietors shall not during the said Term of Three Years herein-before mentioned charge the Occupiers of Houses and Shops within the said Town and Precincts a higher or greater Sum for the Gas Lamps used by them than as next herein-after mentioned; (that is to say,) for each and every such Lamp, to continue burning from Sunset to the Hour of Nine of the Clock at Night, of the Size or Class used in *London*, and called Number Two, after the Rate of Two Pounds *per Annum*, with an additional Charge of Eight Shillings *per Annum* for each and every such Lamp, if required to continue burning after that Hour, for every Hour or Part of an Hour after that Time; for each and every such Lamp, to continue burning from Sun-set to Nine of the Clock at Night as aforesaid, of the Size or Class called Number Four, after the Rate of Three Pounds *per Annum*, with an additional Charge of Twelve Shillings *per Annum* for each and every such Lamp for every Hour or Part of an Hour which the same shall be continued burning after that Hour; for each and every such Lamp, to continue burning till Nine of the Clock as aforesaid, of the Size or Class called Number Six, after the Rate of Four Pounds *per Annum*, with an additional Charge of Sixteen Shillings *per Annum* for each and every such Lamp for every Hour or Part of an Hour which the same shall be continued burning after that Hour; and for each and every such Lamp, to be continued burning till Nine of the Clock as aforesaid, of the Size or Class called Number Eight, after the Rate of Five Pounds *per Annum*, with an additional Charge of Twenty Shillings *per Annum* for each and every such Lamp for every Hour or Part of an Hour which the same shall be continued after that Hour.

Company empowered to lay Pipes for lighting on Contracts with Individuals.

LXIV. And be it further enacted, That the said Company of Proprietors shall have full Power and Authority, under the Inspection and subject to the Provisions and Restrictions aforesaid, to break up the Soil and Pavement of any of the said public Streets, Highways, Lanes, Passages, and other public Places as aforesaid within the said Town and Precincts, and to lay any Mains or Pipes communicating with the Works of the said Company, under and along any public Streets, Highways, Lanes, Passages, or other public Places, or any Part of them within the said Town and Precincts, for the Purpose of lighting any Houses, Manufactories, or Buildings whatever from any of such Mains or Pipes, although no Contract may have been entered into with the said Commissioners for lighting any public Street, Highway, Lane, or Passage in the said Town and Precincts; any thing in this Act contained to the contrary thereof in anywise notwithstanding.

LXV. And

List of Commissioners under the said recited Acts to be delivered to Clerk of the Company for ascertaining which of them are Shareholders in the said Undertaking.

LXV. And be it further enacted, That the Clerk for the Time being to the said Commissioners, acting under and by virtue of the said recited Acts, shall after the passing of this Act, and upon the Requisition of any One or more of the said Commissioners, give to the Clerk for the Time being of the said Company, for the Use of the said Company, a List in Writing of the Names of the Commissioners appointed under and by virtue of the said Acts, and so from Time to Time on the like Requisition, so as to include the Names of the Commissioners for the Time being; and that the said Clerk for the Time being to the said Company shall give, and he is hereby required (within Ten Days next after such List shall from Time to Time be delivered to him as aforesaid) to give to the said Clerk for the Time being to the said Commissioners, a List specifying the Names of all such of the said Commissioners included in the List so to be delivered to him as shall be Owners of Shares or otherwise interested in the said *Cheltenham* Gas Light and Coke Company, so that the said Commissioners for the Time being may know which of the said Commissioners are interested in the Concerns of the said *Cheltenham* Gas Light and Coke Company; and if any such Clerk shall neglect or refuse to give such List as aforesaid, or shall give in or deliver an incorrect List, he shall, for every such Neglect, Refusal, or incorrect List, forfeit and pay any Sum not exceeding Forty Shillings, to be recovered as any Penalty under this Act is herein directed to be recovered.

Compelling the Attendance of Witnesses, and respecting Service of Notices.

LXVI. And be it further enacted, That if any Person or Persons should be summoned as a Witness or Witnesses to give Evidence before any Justice or Justices of the Peace touching any Matter contained in any Information or Complaint for any Offence against this Act, either on behalf of the Prosecutor or on behalf of the Person or Persons accused, and should refuse or neglect to appear from Time to Time, at the Time and Place to be for that Purpose appointed, without a reasonable Excuse for his, her, or their Refusal or Neglect of Appearance, or appearing should refuse to be examined on Oath, or being a Quaker or Quakers on solemn Affirmation, (which Oath or Affirmation such Justice or Justices is and are hereby authorized and required to administer), and to give Evidence before such Justice or Justices of the Peace, then and in every such Case any such Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds, provided a reasonable Sum shall have been paid or tendered to such Person for his or her Costs and Charges in attending as a Witness; and that in all Cases of Notices and Summonses by this Act directed or required to be given or served which shall or may be necessary for carrying into execution any of the Powers of this Act, the Service of any such Notices or Summonses either on the Person or Persons to whom the same ought to be given, or leaving the same or a true Copy thereof at his, her, or their Dwelling House or usual or last Place of Abode, shall be good and sufficient Service of any and every such Notice, provided such Person or Persons shall not be at a Distance to render his, her, or their Appearance according to such Summons impracticable.

Directing what shall be deemed a Service of

LXVII. And be it further enacted, That in all Cases wherein it may be requisite or necessary for any Person or Persons or Party or Parties to serve any Notice or Notices upon the said Company, or any Writ or Writs or other

other legal Proceedings, the Service thereof upon any Member of the said Committee of Management, or left at his usual Place of Abode, or upon the Clerk of the said Company, or at the Office of such Clerk, or left at his last or usual Place of Abode, or at the Office of the said Company; or in case the same respectively should not be found or known, then Service upon any Agent or other Officer employed by the said Company, or left at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company. Notices, &c. on the Company.

LXVIII. And be it further enacted, That if any Witness or Witnesses, who shall be examined by or before any Justice of the Peace or otherwise under this Act upon Oath, or, in case of a Quaker or Quakers, on solemn Affirmation, should wilfully and corruptly give false Evidence, and should be thereof convicted, he, she, or they so giving false Evidence shall be subject to the same Punishment as if he, she, or they had been convicted of Perjury. Persons giving false Evidence to be punished.

LXIX. And be it further enacted, That no Person or Persons, Body or Bodies Politic or Corporate, shall be subject or liable to the Payment of any of the Penalties or Forfeitures inflicted by virtue of this Act for any Offence or Offences against this Act, unless Information respecting such Offence or Offences should have been lodged before a Magistrate of the said County of *Gloucester* within Six Calendar Months next after such Offence committed. Proceedings to be within Six Calendar Months.

LXX. And be it further enacted, That all Penalties and Forfeitures for all and every the Offences in this Act mentioned, in relation to which the Manner of convicting the Offenders or of applying the Penalties is not particularly mentioned or directed, shall be adjudged by and recovered before any Justice of the Peace for the County of *Gloucester* in a summary Way; and such Magistrate is hereby authorized and empowered to convict the Offender or Offenders, upon Information by the Oath of any Person or Persons, or on the Confession of the Party offending (which Oath such Justice is hereby authorized to administer); and in default of Payment of such Penalties or Forfeitures the same shall be levied by Distress and Sale of the Offender's Goods and Chattels, by Warrant under the Hand and Seal of such Justice; and one Moiety of the Penalties and Forfeitures, when recovered, after rendering the Overplus (if any), on Demand, to the Party or Parties whose Goods and Chattels shall have been so distrained (the reasonable Charges of such Distress and Sale being first deducted), shall be paid to the Informer, and the other Moiety thereof shall be paid to the Overseers of the Poor of the Parish wherein such Offence shall be committed, to be by them applied towards the Relief of the Poor in such Parish; and in case sufficient Distress cannot be found, or in case the Offender shall declare before such Justice that he hath not any Goods or Chattels whereon to levy, and such Penalties and Forfeitures shall not be paid, it shall be lawful for such Justice and he is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Offender or Offenders to the House of Correction at *Northleach*, or to the Common Gaol for the County of *Gloucester*, for any Time to be fixed, not exceeding Three Calendar Months, or until such Penalties and Forfeitures and Costs shall be paid to the Keeper of the said House Recovery and Application of Penalties.

of Correction, or Gaoler of the said Gaol, for the Use of the Persons respectively entitled thereto.

Form of Conviction.

LXXI. And for the more easy Conviction of Offenders against this Act, be it further enacted, That a Conviction in the Form or to the Effect following shall be good, without alleging more than the Substance of the Offence; (*videlicet*,)

'County of *Gloucester*, to wit.' BE it remembered, That on the Day of in the Year of our Lord One thousand eight hundred and is [*or* are] convicted before me [*or* us, *as the Case shall be*], of His Majesty's Justices of the Peace for the County of *Gloucester*, by virtue of an Act passed in the Fifty-ninth Year of the Reign of King *George* the Third, intituled *An Act* [*here insert the Title of this Act*], of having [*specifying the Offence, and the Time and Place when and where the same was committed, as the Case shall be*], contrary to the said Act, and for which Offence I [*or* we, *as the Case shall be*,] do adjudge the said to have forfeited the Sum of and for Costs. Given under my Hand and Seal [*or* our, *as the Case shall be*, Hands and Seals], the Day and Year first above written.'

Expences of the Act how to be paid.

LXXII. And be it further enacted, That all the Costs, Charges, and Expences attending the applying for, obtaining, and passing of this Act shall be paid and discharged out of the Monies already subscribed or to be subscribed by virtue of this Act.

Nothing in this Act to prevent the Company from being indicted for a Nuisance.

LXXIII. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prevent any Person or Persons from proceeding by Indictment or otherwise against the said Company, or against any of their Officers, Servants, or Workmen, in respect of any Works of the said Company, or the Method which shall be employed by them for furnishing such Light as aforesaid, as a public or private Nuisance, or from bringing any Actions against the said Company, or any of their Officers, Servants, or Workmen, for any Injury sustained by reason of any such Works or Method of lighting, whether such Injury shall proceed from the Nature of such Method of lighting or the Carelessness or Want of Skill of the Persons employed therein.

General Saving.

LXXIV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to the Commissioners for lighting and paving the said Town, and their Successors, their respective Rights, Privileges, and Franchises, in such and the same Manner as if this Act had not passed.

Act not to prejudice Rights of Lord of the Manor.

LXXV. And be it further enacted, That nothing in this Act contained shall, except so far as Authorities are given by this Act, extend or be construed to extend, prejudice, lessen, or defeat any Right, Interest, Property, Power, or Privilege, Franchise or Authority, of the Lord of the Manor of *Cheltenham* aforesaid for the Time being, but all such Rights, Interests, Powers, Property, Privileges, Franchises, and Authorities, subject and without Prejudice to the Authorities given by this Act, may be exercised and enjoyed

in as full and ample Manner, to all Intents and Purposes, as the same might have been exercised and enjoyed before the passing of this Act; but, nevertheless, the said Company and their Successors shall and may hold any Copyhold Lands purchased under the Authority of this Act, to them and their Successors, at the Will of the Lord or Lords of the said Manor, according to the Custom of the said Manor, by and under the Rents, Suits, and Services therefore due and of Right accustomed.

LXXVI. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others, without being specially pleaded. Public Act.

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