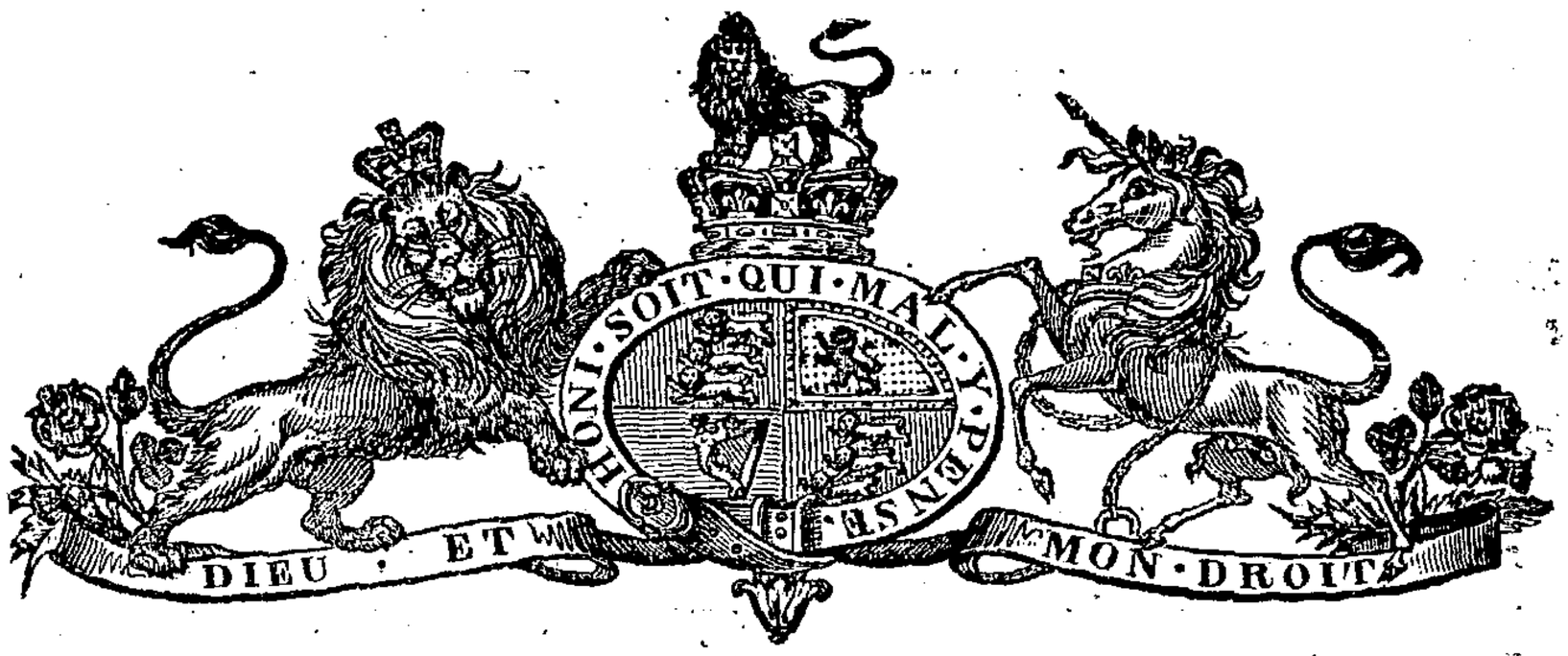


ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

VICTORIÆ REGINÆ.

Cap. lxxvi.

An Act for better supplying with Gas the City of *Chichester* and adjoining Places; and for other Purposes. [25th *June* 1868.]

WHEREAS the City of *Chichester* and adjoining Places are now supplied with Gas by *Robert Monk Church*, of *Weymouth* in the County of *Dorset*, Gas Engineer and Contractor, from Works situate upon the Lands set forth in the First Schedule to this Act: And whereas it would be to the public Advantage that the said City and the adjoining Places should be supplied with Gas by a Company to whose Undertaking the Provisions of the "Gasworks Clauses Act, 1847," should be applicable, and the Persons in this Act named in that Behalf are desirous of being and it is expedient that they should be incorporated into a Company for the Purposes of affording such Supply, and for the other Purposes of this Act: And whereas it is expedient that the Company incorporated by this Act should be authorized to purchase by Agreement the said Lands and Works, and the fixed Plant and Apparatus and Goodwill of or belonging to or occupied with the said Works: And whereas the Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the

The Chichester Gas Act, 1868.

Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Chichester* Gas Act, 1868."

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

2. "The Companies Clauses Consolidation Act, 1845," Part I. (relating to Cancellation and Surrender of Shares) and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," (except the Clauses of that Act with respect to the Purchase and taking of Lands otherwise than by Agreement,) "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; and in this Act and the Acts and Parts of Acts incorporated herewith the Expression "the Company" shall mean the Company incorporated by this Act; the Expression "the Works" or "the Gasworks" shall mean the Gasworks and the Works connected therewith by this Act authorized to be erected, maintained, and enlarged and improved, or any Part thereof; the Expression "Fiat in Bankruptcy" shall mean and include any Adjudication of Bankruptcy and any Proceedings in Bankruptcy by which any Person may be declared or adjudged a Bankrupt; and the Expression "Superior Court" or "Court of competent Jurisdiction," or any other like Expression, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Limits of Act.

4. The Limits of this Act shall comprise and include the Parishes and Places following; that is to say,

The Parish of *Saint Peter the Great* (otherwise called the Sub-Deanery), *All Saints* (otherwise called the Pallant or Palationate), *Saint Martin*, *Saint Olave*, *Saint Pancras*, *Saint Peter the Less*, *Saint Bartholomew Without*, *Saint Andrew*, the Precinct of the Cathedral Close, and the District of *Newtown*, and the District of *Saint James*, all which Parishes and Places are in the City of *Chichester* and County of *Sussex*, and the Parishes of *Saint Pancras*, *New Fishbourne*, *Oving*, *Rumboldswyke*, *Appledram*, *West Hampnett*, and *Tangmere*, all in the County of *Sussex*.

5. *John*

Company incorporated.

5. *John Soaper*, *John Manning*, *William Smith*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of constructing Gasworks and manufacturing and supplying Gas within the Limits of this Act, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "The City of *Chichester* Gas Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act.

Company may purchase existing Gasworks.

6. The Company may, by Agreement, purchase and acquire and may hold and enjoy the Lands set forth in the First Schedule to this Act, and the Works thereon, and the fixed Plant, Apparatus, and Goodwill of or belonging to or occupied with the Works for the Supply of the City of *Chichester* and adjoining Places with Gas.

Power to erect Works, &c.

7. The Company may upon the Piece of Land specified in the First Schedule to this Act, or any Part thereof, and subject to the Provisions contained in this Act and the Acts incorporated herewith, erect, extend, maintain, and renew such Gasworks, Apparatus, Erections, and Buildings, with Approaches thereto respectively, as they may think proper, and may from Time to Time lay down, maintain, and renew such Mains, Pipes, and other Apparatus, and do all such other Acts as they may consider necessary or proper for supplying the Inhabitants and all public and private Buildings and all public and private Lamps within the Limits of this Act with Gas, and may also manufacture or purchase and contract for Gas and for the Supply thereof, and may sell Gas, and demand and take Rents and Charges for the Supply thereof, and may manufacture, sell, and dispose of the Coke, Culm, Tar, Gas, Lime, Ammoniacal Liquor, and other Residuum and Products arising from the Manufacture of Gas, and may take and hold Licences to use (but so as not to acquire exclusive Rights thereto) Patents or Patent Rights relating to the Manufacture, Storage, or Supply of Gas, and may make or purchase and sell or let for hire Gas Meters, Fittings, Tubes, Pipes, and other Articles and Things in any way connected with Gasworks or with the Supply of Gas to the Consumers thereof, and may manufacture, purchase, sell, and dispose of Coal, Bricks, Pipes, Tiles, Lime, and other like Articles and Things in such Manner as the Company may think proper: Provided always, that it shall not be lawful for the Company to erect any Works for the Manufacture or Storage of Gas elsewhere than in or upon

upon the said Piece of Land specified in the said First Schedule, or some Part or Parts thereof.

Company liable for Nuisance.

8. Nothing in this Act shall exonerate the Company from any Indictment, Action, or other Proceeding for Nuisance in the event of any Nuisance being caused by them.

Power to purchase additional Lands.

9. The Company may purchase by Agreement for any Purposes of their Undertaking, except the Manufacture or Storage of Gas, any Quantity of Land not exceeding Five Acres, in addition to the Lands which they are herein-before authorized to purchase.

Company may take Easements over Lands.

10. The Company may take by Agreement for the Purposes of their Undertaking any Easements (not being Easements of Water), Rights, or Privileges in, over, or affecting any Lands which by this Act they are authorized to purchase or acquire, and the Persons empowered by "The Lands Clauses Consolidation Act, 1845," respectively to sell and convey or release Lands, shall have full Power to grant to the Company any such Easement, Right, or Privilege, and, if they shall so think fit, in consideration of an annual Rentcharge; and all Provisions of the last-mentioned Act and of "The Lands Clauses Consolidation Acts Amendment Act, 1860," with respect to the Purchase of Lands by Agreement and to Rentcharges, shall extend and apply to such Easements, Rights, and Privileges, and to Rentcharges granted for the same.

Capital.

11. The Capital of the Company shall be Eighteen thousand Pounds, in One thousand eight hundred Shares of Ten Pounds each.

Shares not to issue until One Fifth paid up.

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

Calls.

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

Power to divide Shares.

14. Subject to the Provisions of this Act, the Company, with the Authority of Three Fourths of the Votes of the Shareholders present (in person or by proxy) at a General Meeting of the Company specially convened for the Purpose, may from Time to Time divide any

any Share in their Capital into Half Shares, of which one shall be called "Preferred Half Share," and the other shall be called "Deferred Half Share:" Provided always, that the Company shall not divide any Share under the Authority of this Act unless and until not less than Sixty *per Centum* upon such Share has been paid up, and upon every such Division Fifty *per Centum* upon the entire Share shall be carried to the Credit of the Deferred Half Share (being the whole Amount payable thereon), and the Residue to the Credit of the Preferred Half Share.

Dividends on Half Shares.

15. The Dividend which would from Time to Time be payable on any divided Share if the same had continued an entire Share shall be applied in Payment of Dividends on the Two Half Shares in manner following; (that is to say,) first, in Payment of Dividend after such Rate, not exceeding Six *per Centum per Annum*, as shall be determined at a General Meeting of the Company specially convened for the Purpose, on the Amount for the Time being paid up on the Preferred Half Share, and the Remainder, if any, in Payment of Dividend on the Deferred Half Share, and the Company shall not pay any greater Amount of Dividend on the Two Half Shares than would have from Time to Time been payable on the entire Share if the same had not been divided.

Dividends on Preferred Half Shares to be paid out of Profits of the Year only.

16. Each Preferred Half Share shall be entitled out of the Profits of each Year to the Dividend which may have been attached to it by the Company as aforesaid in priority to the Deferred Half Share bearing the same Number, but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of Dividend on any Preferred Half Share for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Half Shares to be registered and Certificates issued.

17. Forthwith after the Creation of any Half Shares the same shall be registered by the Directors, and each Half Share shall bear the same Number as the Number of the entire Share Certificate in respect of which it was issued, and the Directors shall issue Certificates of the Half Shares accordingly, and shall cause an Entry to be made in the Register of the entire Shares of the Conversion thereof: Provided always, that the Directors shall not be bound to issue a Certificate of any Half Share until the Certificate of the existing Share be delivered to them to be cancelled, unless it be shown to their Satisfaction that the Certificate is destroyed or lost, and on any such Certificate being so delivered up the Directors shall cancel it.

Terms of Issue to be stated in Certificates.

18. The Terms and Conditions on which any Preferred Half Share or Deferred Half Share created under this Act is issued shall be stated on the Certificate of each such Half Share.

Forfeiture of Preferred Half Shares.

19. The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Forfeiture of Shares for Nonpayment of Calls, shall apply to all Preferred Half Shares to be created under the Authority of this Act, and every such Preferred Half Share shall for that Purpose be considered a whole Share distinct from the corresponding Deferred Half Share: Provided always, that until any forfeited Preferred Half Share shall be sold by the Directors of the Company all Dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards Payment of any Expenses attending the Declaration of Forfeiture thereof, and of the Arrears of Calls for the Time being due thereon, with Interest.

Preferred Half Shares not to be cancelled &c.

20. No Preferred Half Share created under the Authority of this Act shall be cancelled or be surrendered to the Company.

Half Shares to be Half Shares in Capital.

21. The several Half Shares under this Act shall be Half Shares in the Capital of the Company, and every Two Preferred or Deferred Half Shares held by the same Person shall confer such Right of voting at Meetings of the Company, and (subject to the Provisions herein-before contained) shall confer and have all such other Rights, Qualifications, Privileges, Liabilities, and Incidents, as attach and are incident to an entire Share.

Receipt of Guardians, &c. to be sufficient Discharge.

22. If any Money be payable to a Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his Guardian or Committee shall be a sufficient Discharge to the Company for the same.

Power to borrow on Mortgage.

23. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Four thousand five hundred Pounds, but no Part thereof shall be borrowed until the whole Capital of Eighteen thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," (before he so certifies,) that the whole of the Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence

Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

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

Debenture Stock.

25. The Company may create and issue Debenture Stock.

Application of Monies.

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

First Ordinary Meeting.

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

Number of Directors.

28. The Number of Directors shall be Five, but the Company may from Time to Time reduce the Number, provided that the Number be not less than Three.

Qualification of Directors.

29. The Qualification of a Director shall be the Possession in his own Right of not less than Twenty Shares.

Quorum.

30. The Quorum of a Meeting of Directors shall be Three, unless the Number of Directors shall be reduced to Three, and then the Quorum shall be Two.

First Directors.

31. *John Soaper*, *John Manning*, and *William Smith*, and such Two other duly qualified Persons as they or the Majority of them shall nominate in that Behalf, shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present, in person or by proxy, may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present, in person or by proxy, shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring

Election of Directors.

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from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed or disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Power to lay Pipes against Buildings.

32. The Company, with the Consent of the Owner or Occupier of any Building, may lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against such Building for the Purpose of lighting it, and may, with the like Consent, provide and set up any Apparatus necessary for securing to such Building a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply, and may from Time to Time, with the like Consent, repair, replace, alter, or discontinue and remove any such Pipe, Branch, or Apparatus.

Consumers may be required to consume by Meter.

33. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter, and all such Meters shall be subject to the Provisions of the Act for regulating Measures used in Sales of Gas, and until a Meter be examined and stamped under the Provisions of that Act it shall be approved by the Company, and may from Time to Time be examined and tested by them, and Meters may be provided, sold, or let for hire by the Company to the Consumer.

Register of Meters primâ facie Evidence.

34. The Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Company, and in respect of which any Rent is charged and sought to be recovered by the Company: Provided always, that if any Meter becomes defective, or if in any Case the Company have reason to believe that the Quantity of Gas appearing by the Register to have been consumed is not the Quantity actually consumed, the Company may charge and recover in respect of the Quantity actually consumed; and if the Company and the Customer differ as to the Quantity, such Difference shall be determined, upon the Application of either Party, by Two Justices, who may also order and direct by which of the Parties the Costs of and relating to the Proceedings before them shall be paid.

Limiting the Price of Gas.

35. The Price to be charged by the Company for Gas supplied to Persons who shall burn the same by Meter shall not exceed Five Shillings *per* One thousand Cubic Feet.

Quality and Purity of Company's Gas.

36. All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes

and

and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six in the Pound, burning One hundred and twenty Grains *per* Hour, and shall be so far pure from Sulphuretted Hydrogen as not to discolour moistened Test Paper imbued with Acetate or Carbonate of Lead when such Test Paper is exposed for One Minute to a Current of Gas issuing under a Pressure of Five Tenths of an Inch of Water, and shall not contain more than Five Grains of Ammonia or more than Twenty Grains of Sulphur of any Form in One hundred Cubic Feet of Gas.

How Sulphur in Company's Gas to be estimated.

37. In ascertaining and estimating for the Purposes of this Act the Amount of Sulphur in the Company's Gas, the Process to be adopted shall be that known as Doctor *Letheby*'s Sulphur Test, the Description of which is as follows; (that is to say,) the Gas shall be burnt from a *Leslie*'s Burner at the Rate of not more than One Cubic Foot of Gas *per* Hour, and the Products of the Combustion of the Gas shall be conveyed, together with an Excess of the Vapour of Ammonia, into a Glass Receiver, where the condensible Products shall be condensed and the Sulphur therein estimated as Sulphate of Baryta according to the recognised chemical Method of thus estimating Sulphur: Provided always, that the Company and the Corporation may from Time to Time agree upon any other Mode or Test by which to ascertain the Purity of the Gas, or may vary the Amount of Ammonia or Sulphur allowed, and the Company shall be liable during the Continuance of every such Agreement to have the Purity of their Gas tested in the Manner prescribed by the Agreement instead of in the Manner prescribed by this Act.

Pressure of Gas.

38. All Gas supplied by the Company to a private Consumer shall (except in Cases of Accident or Repairs) be supplied at such Pressure as to balance from Sunrise to Sunset a Column of Water not less than Six Tenths of an Inch in Height, and to balance from Sunset to Two Hours before Sunrise a Column of Water not less than Eight Tenths of an Inch in Height at the Main, or as near as may be to the Junction therewith of the Service Pipe supplying the Customer's House, Building, or Lands; and if the Company fail in any Case to comply with this Section they shall for each Day on which they so fail be liable to a Penalty not exceeding Forty Shillings.

Company to erect a Meter to test Quality of Gas.

39. The Company shall, within Twelve Months from the passing of this Act, cause to be erected in some convenient Part of their Works an experimental Meter fit for testing all the Gas provided by the Company, furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney, or other approved Burner and Chimney, capable

capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus, so situated and arranged as to test the illuminating Power of all the Gas supplied to the Consumers, and shall at all Times keep and maintain the experimental Meter and Apparatus in good Repair and working Order, and if and when necessary renew the same.

Power to test the illuminating Power of the Gas.

40. It shall at any Time be lawful for the Corporation, by Order in Writing under the Hands of a Majority of the Members of the Corporation who shall for the Time being compose the Watch and Gas Committee of the Corporation, to appoint some competent Person to test from Time to Time, with such Assistance as he may require, the illuminating Power and Purity of the Gas within the said City, and the Person so appointed, with such Assistants, may at any reasonable Hour, not later than Eight o'Clock in the Evening, on producing and delivering up his Order or Authority, enter on the said Works of the Company, or any Part thereof, and in the Presence of the Manager of the Company, if the said Manager so require, make Experiments of the illuminating Power and Purity of the Gas then flowing through the Mains of the Company or otherwise by means of the experimental Meter or other Apparatus before mentioned, and remain on the Works for Two Hours at a Time, and for such further Time (if any) as he may reasonably require for the proper Completion of his Experiments, and the Company and their Officers and Servants shall afford all reasonable Facilities and Assistance for the making of such Experiments; and if it shall be proved to the Satisfaction of any Two Justices, after hearing the Parties, that the illuminating Power and Purity of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power and Purity by this Act prescribed, or that the Company or their Manager refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, then and in every such Case the Company shall forfeit such Sum, not exceeding Five Pounds, as the Justices shall determine.

Costs of Experiment to be paid according to Events.

41. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same and the Costs of the Proceedings before the Justices, shall be ascertained by such Justices, and in the event of any Penalty being imposed on the Company shall be paid together with such Penalty by the Company, but in the event of no Penalty being imposed such Costs shall be awarded to be paid to the Company by the Consumers making such Application as aforesaid, and shall be paid or levied accordingly.

Contracts for supplying Gas for public Purposes.

42. The Company on the one hand, and any Local Board of Health, or Local Board, or the Trustees of any Turnpike or other Road,

Road, or any Highway Board constituted in pursuance of any Act relating to Highways in *England*, or the Surveyors of any Highway, or any other Corporations, Bodies, or Persons, on the other hand, may from Time to Time enter into and carry into effect any Contract or Arrangement for the Supply of Gas by the Company for public Purposes within the Limits of this Act for any Period not exceeding under any One such Contract or Arrangement Seven Years, and may from Time to Time, by mutual Consent, vary, suspend, or rescind any such Contract or Arrangement, or enter into or carry into effect other Contracts or Arrangements in lieu thereof or in addition thereto, and any Board, Trustees, Corporations, Bodies, or Persons so agreeing may apply for the Purposes of any such Contract or Arrangement, and in Payment of any periodical or other Remuneration or other Consideration payable to the Company under or by virtue thereof, any Funds or Monies which they have raised or may raise under the Powers of any Act of Parliament.

Company to supply Gas in certain Event at Request of Owner or Occupier.

43. The Company shall, at the Request in Writing of any Owner or Occupier of any Premises within Twenty-five Yards of which any Main Gas Pipe of the Company shall be then laid, furnish to him a sufficient Supply of Gas for such Premises, together (if so required) with a Meter and so much of the Service Pipe as shall be necessary to communicate between the Main Pipe of the Company and such Meter; provided that the Expense of so much of the Service Pipe as shall be laid upon the Property of such Owner or Occupier, or in any other Case as shall be laid beyond Thirty Feet in Length, and the Cost of such Meter, shall be defrayed by such Owner or Occupier; and provided further, that the Company shall not be bound to furnish such Supply of Gas or Meter or Service Pipe unless such Owner or Occupier shall enter into a written Contract to continue to receive and pay (the Payment to be also secured as by this Act provided) for a Supply of Gas for a Period of at least Two Years, and to an Amount not being less than Twenty Pounds *per Centum per Annum* on the Outlay incurred by the Company in providing such Service Pipe; and if the Company shall, after such Contract being entered into as aforesaid, and Seven Days Notice in Writing requiring them so to do being served on the Secretary, by their wilful Default fail to supply the Gas within a reasonable Time after such Notice, then on Proof of such Default the Company shall be subject to a Penalty not exceeding Forty Shillings.

Security for Payment of Rate.

44. Any Person having or requesting to have a Supply of Gas from the Company shall (if and when so required in Writing by them, and before he is entitled to have such Service Pipes and Meter provided and fixed, or to have a Supply of Gas,) give to the Company such

such Security for the Payment to them as he and the Company agree on, or as, in default of Agreement, shall be determined as by this Act provided, and the Company shall be liable to a Penalty, not exceeding Forty Shillings, if they shall discontinue the Supply of Gas to any Person then having a Supply, unless such Person shall have failed to give to them such Security for Seven Days after the same shall have been demanded by the Company, or there are any Arrears due in respect of Gas supplied, or any Security herein-before provided for has run out or ceased to remain in force.

Justices may determine Nature of Security.

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

Consumer may provide his own Meter.

46. Every Consumer of Gas supplied by the Company shall be at liberty, at his own Expense, to provide his own Meter, the same being duly stamped according to Law, and provided that the Capacity of such Meter shall be proportionate to the Number of Lights proposed to be supplied through it.

Fraudulently injuring Meters.

47. Every Person who shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter or Fittings belonging to the Company, or shall fraudulently alter the Index to any Meter, or shall prevent any Meter from duly registering the Quantity of Gas supplied, shall, without Prejudice to any other Right or Remedy for the Protection of the Company or the Punishment of the Offender, for every such Offence forfeit and pay to the Company a Sum not exceeding Five Pounds, and the Company may in addition thereto recover the Amount of any Damages by them sustained; and in any Case in which any Person shall have wilfully or fraudulently injured or suffered to be injured any Meter or Fittings belonging to the Company, or shall have fraudulently altered the Index to any Meter, or prevented any Meter from duly registering the Quantity of Gas supplied, the Company may also discontinue the Supply of Gas to the Person so offending (notwithstanding any Contract previously existing) for the Space of Six Months from the Commencement of such Discontinuance; and the Existence of artificial Means for causing such Alteration or Prevention when such Meter shall be under the Custody or Control of the Consumer shall be

be *primâ facie* Evidence that such Alteration or Prevention (as the Case may be) has been fraudulently, knowingly, and wilfully caused by the Consumer using such Meter.

As to laying the Mains and Service Pipes.

48. The Company shall at their own Expense, upon the Request in Writing of the Corporation, provide, lay down, fix, maintain, and keep in repair all such Mains and Service Pipes, Lamp Posts, Columns, Brackets, Lamps, Burners, Stopcocks, and other Apparatus connected therewith as may be necessary for the proper lighting of the Highways, Streets, Bridges, Cemeteries, public Parks, or Buildings or Clocks belonging to the Corporation when and where the Company shall from Time to Time be required so to do: Provided always, that the Company shall not be compelled to lay down any such Mains and Service Pipes unless the Lamps for such lighting shall in every Case be within Seventy-five Yards of each other.

Corporation may agree for Lamps.

49. The Corporation may contract with the Company for providing and keeping in repair the public Lamps, Lamp Posts, Burners, Brackets, and Irons, and for lighting and extinguishing the public Lamps within the said City, or for any of those Purposes, and with respect to any public Lamp Posts, Lamps, and Fittings belonging to the Company such Lamp Posts, Lamps, and Fittings shall not be removed, except at the Instance or with the Consent of the Corporation, or in the event of the lighting of any Lamp being discontinued, but the Company shall be entitled to receive for providing and maintaining such Lamp Posts, Lamps, and Fittings such reasonable annual or other Remuneration as may be mutually agreed upon, or as, in case of Difference, shall be settled by the Recorder for the Time being of the said City, or any other Person to be agreed on between the Company and the Corporation.

Penalty for Failure to supply Gas to public Lamps.

50. If and whenever the Company wilfully fail to supply Gas as by this Act required to all or any of the public Lamps, public Clocks, or public Buildings within the said City, they shall be liable to a Penalty not exceeding Forty Shillings for each Default.

Price of Gas supplied to public Lamps.

51. The Company shall supply Gas to the public Lamps, public Clocks, and public Buildings within the said City in such Quantities as the Corporation may in Writing under the Hand of the Town Clerk from Time to Time require to be supplied, and the Price to be charged by the Company and to be paid to them by the Corporation for all Gas so supplied to or for any such public Lamps, public Clocks, and public Buildings shall always be calculated and fixed at and according to the lowest Price for the Time being charged by the Company to any other Consumer or Consumers within the Limits in which such public Lamps, public Clocks, and public Buildings shall be situated.

Mode of consuming Gas supplied to the public Lamps.

52. The Gas supplied to the public Lamps within the said City shall be consumed either by Meter or otherwise, at the Option of the Corporation, and in case of its being consumed by Meter the Meter shall be provided and fixed by the Company at the Expense of the Corporation, but neither Party shall, except as herein-after provided, be entitled to require that a Meter be affixed to more than One in every Twelfth Lamp then supplied with Gas under this Act; provided that the Company shall be at liberty, if they think fit, to have a Meter affixed to any additional Number of Lamps, they providing such Meters, and paying to the Corporation the additional Expense of providing and adjusting the Lamps, Lamp Posts, and other Things necessary for their Reception and Use: Provided always, that if the Gas shall, under the Provisions of this Act, be supplied to the public Lamps by average Meter Indication, the Company shall, for securing Uniformity of Consumption between metered and unmetered Lamps, from Time to Time provide the public Lamps under the Control of the Corporation with proper self-acting Pressure Regulators and Burners to the Satisfaction of the Corporation, or, in case of Difference, as from Time to Time shall be settled by the Recorder for the Time being of the said City, or any other Person to be agreed on between the Company and the Corporation.

As to Meters for public Lamps.

53. The average Amount of the Indications of all the Meters attached to the public Lamps under the Control of the Corporation shall, except as herein-after mentioned, be deemed to be the Amount consumed by each such Lamp.

As to testing Accuracy of Meters.

54. If either the Company or the Corporation shall dispute the Accuracy of the Registration of any Meter used for measuring the Gas supplied to the public Lamps, then such Meter shall be tested in the Manner provided by the Act passed in the Session of Parliament held in the Twenty-second and Twenty-third Years of the Reign of Her present Majesty, intituled *An Act for regulating Measures used in the Sales of Gas,* and if found to register erroneously within the Meaning of the said Act, or in case any such Meter shall be shown to have at any Time ceased to register, notwithstanding Gas may have passed through it to the Burners, and notwithstanding such Meter shall on being submitted to the Test then act correctly, it shall not be deemed to be One of the Meters from which the Average aforesaid shall be determined.

22 & 23 Vict. c. 66.

As to the Gas supplied to public Lamps.

55. The Gas supplied to any such public Lamps, public Clocks, or public Buildings shall be permitted to pass unrestricted to and from such self-acting Regulator for the whole of the Period during which any such public Lamps, public Clocks, or public Buildings shall be lighted.

56. In

Providing for Deposit, &c. of annual Accounts.

56. In lieu of the Account prescribed by the Thirty-eighth Section of "The Gasworks Clauses Act, 1847," an Account as near as may be in the Form and containing the Particulars specified in the Second Schedule to this Act shall be made up to the Thirtieth Day of *June* in each Year, and in the Month of *October* following a Copy of the said Account, signed by the Chairman or Secretary of the Company, shall be transmitted free of Charge to the Town Clerk of the said City under a Penalty of Five Pounds for each Default, and the Copies so sent shall be kept by the said Town Clerk, and shall be open to Inspection by all Persons and at all reasonable Hours on Payment of One Shilling for each Inspection, but no other Fee of any kind shall be chargeable in respect of the said Account.

Company to mark Line of Mains on Map to be provided by the Corporation.

57. The Company shall within One Year after the passing of this Act, on being furnished by the Corporation with a Map on a Scale of not less than Six Inches to a Mile, mark thereon the Line of all their then existing Mains within the said City, and shall once in every Year correct the Map and make such Additions thereto as will show the Line of all their Mains within the said City.

As to Custody and Inspection of the Map.

58. Every Map so marked by the Company, or a Copy thereof, with the Time when it was marked or was last so corrected expressed thereon, shall be kept by the Company at their principal Office in the said City, and shall at all reasonable Times be open to the Inspection of the Town Clerk for the Time being of the Corporation, who may take Copies or Extracts of or from the same free of Charge.

Penalty on Company for Default.

59. If the Company wilfully fail to comply with any of the Requirements of this Act with respect to the Map, they shall for every such Offence forfeit a Sum not exceeding Forty Shillings.

Power to remove Meters and Fittings.

60. The Company, by their Agents or Workmen, after giving Forty-eight Hours Notice in Writing to the Occupier, or if unoccupied, then to the Owner or Lessee of any Land, House, or Building in which any Pipes, Mains, Meters, or Fittings belonging to the Company are laid or fixed, and through or in which the Supply of Gas shall from any Cause other than the Neglect or Default of the Company or their Servants be discontinued, may enter such Land, House, or Building between the Hours of Nine in the Forenoon and Four in the Afternoon, and may remove such Pipes, Mains, Meters, or Fittings, but repairing all Damages caused by such Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode, or sent by Post addressed to such Person, or if such Person or his Address be not known to the Company, and

cannot

cannot after due Inquiry be found or ascertained, then by being affixed on some conspicuous Part of such Land, House, or Building.

Incoming Tenant not liable to pay Arrears of Gas.

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

Sums undisputed may be recovered by Distress.

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

Contents of Warrant.

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

Warrant may include Costs.

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

Recovery of Sums by Action.

65. Whenever any Person neglects to pay any Rent or Sum due to the Company, the Company may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction, and the Remedy of the Company under this Enactment shall be in addition to their other Remedies for the Recovery of such Rent or Sum.

Penalties not cumulative.

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

Liability to Gas Rate not to disqualify Justices.

67. No Justice shall be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent, Rate, or other Charge under this Act.

Rent for Gas and Fittings under 20*l.*

68. In addition to the Power given by "The Gasworks Clauses Act, 1847," in this Behalf, the Company may recover the Rent of any

any Gas, or the Price or Rent of any Pipe, Burner, Meter, Lamp, or Fittings, supplied, sold, delivered, or let to hire by the Company, together with the Expense of cutting off the Surface Pipe or Gas, by Action in any Court of competent Jurisdiction, although the Demand in respect thereof may be less than Twenty Pounds.

Expenses of Act.

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

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

A Piece or Parcel of Land (now occupied by the existing Works of the said Robert Monk Church) bounded on the North-west by Land and Buildings in the Occupation of the London, Brighton, and South Coast Railway Company; on the North by Yards now or late in the Occupation of Messrs. Biffin; on the East in Part by a Yard and Buildings in the Occupation of Richard Gatehouse, in other Part by a Yard and Buildings in the Occupation of Joseph Stacey, in other Part by a Yard, Garden, and Buildings in the Occupation of James Harrington (or Errington), in other Part by Yards now or late in the Occupation of Messrs. Biffin, and as to the remaining Part by the Canal Road of the Portsmouth and Arundel Navigation; on the South by Premises of the Portsmouth and Arundel Navigation, now or late in the respective Occupations of Stephen Purchase, Richard Gatehouse, His Grace the Duke of Richmond, and John Cover; and on the West by the high Road leading from Chichester to Dellquay, and known as the Stockbridge Road.

THE SECOND SCHEDULE.

ANNUAL STATEMENT of ACCOUNTS showing the actual State and Condition of the Concerns of the City of Chichester Gas Company for the Twelve Months ending the 30th Day of June.

I. CAPITAL.—State of Account at the End of the above Twelve Months.

Statute or Authority under which raised.	Number of Shares.	Amount per Share.	Paid up per Shares.	Total paid up.	Total Capital.
Borrowed Monies			Rate per Cent.	Amount -	
				Total Capital £	

II. REVENUE.—Account of all Sums actually received and paid during the above Twelve Months, including Assets and Liabilities.

RECEIPT.	£	s.	d.	£	s.	d.	EXPENDITURE.	£	s.	d.	£	s.	d.
Balances brought forward - - -							Management :—						
Revenue Account -							Directors Allowances -						
							Salary of Secretary and Clerks - - -						
Sale of Gas :—							Collectors Commission and Pay - - -						
By Meter - -							Rent, Rates, and Taxes						
Public lighting and under Contracts -							Stationery, Printing, and general Charges -						
							Payment to Auditors -						
Less bad Debts and Allowances - -													
							Manufacture of Gas :—						
Rental of Meters - -							Coals, including Carriage Dues, &c. -						
Sale of old Material -							Purifying Materials -						
Sale of residual Products							Supervision and Labour						
Coke - - -							Tools and other Implements - - -						
Breeze - - -							Ordinary Repair and Maintenance of Premises and Mains -						
Tar - - -							Meters :—						
Ammoniacal Liquor -							Restoring and replacing - - -						
Miscellaneous Receipts -							Law and Parliamentary Charges						
							Interest paid from Profits on borrowed Capital - - -						
Total Receipts - -							Shareholders Profit or Dividend -						
Total Expenditure - -													
Balance to Revenue next Year £							Total Expenditure - £						

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