ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cxxvi.

An Act to authorize the Mayor, Aldermen, and Burgesses of the City and Borough of *Ripon* to purchase the Gasworks of the *Ripon* Gaslight Company, and to supply Gas within the said City and Borough, and the Neighbourhood thereof, in the West and North Ridings of the County of *York*; and to preclude Questions as to the Style of the City and Borough and the Name of the Corporation; and for other Purposes.

[19th *June* 1865.]

WHEREAS the Mayor, Aldermen, and Burgesses of the City and Borough of *Ripon* in the West Riding of the County of *York* (in this Act called "the Corporation"), acting by the Council, are the Local Board for such City and Borough: And whereas for some Years past the City and Borough of *Ripon*, in this Act called "the City," has been lighted with Gas by a Company styled the *Ripon* Gaslight Company (in this Act called "the Company"), established under Agreement or Deed of Settlement in or about the Month of *January* in the Year 1830: And whereas the

Company has established Works for the Manufacture of Gas at or near to a Street called *Stammergate*, otherwise *Stonebridgegate*, in the City, abutting upon that Street on the Eastern Side, and on the other Side thereof abutting upon Lands belonging to the Earl *De Grey* and Earl of *Ripon*: And whereas the Capital Stock of the Company amounts to Nine thousand Pounds or thereabouts, and the Company has given Notice of an Application to Parliament in the present Session for (amongst other Objects) the Incorporation of the Company and Power to increase their Capital: And whereas it is expedient that the Corporation, by the Council as the Local Board, should be empowered to supply Gas within the City and in certain Places in the Vicinity of the City: And whereas the Company have entered into Agreement with the Corporation for the Sale of their Gasworks, Pipes, and Property to the Corporation, which Agreement is set forth in the Schedule to this Act, and it is expedient that such Agreement be confirmed and carried into effect as in this Act provided: And whereas by Section Six of the Act of the Session of the Fifth and Sixth Years of the Reign of King *William* the Fourth (Chapter Seventy-six), "to provide for the Regulation of Municipal Corporations in *England* and *Wales*," it was enacted, that after the First Election of Councillors under that Act in any Borough the Body or reputed Body Corporate named in Schedules (A.) and (B.) to that Act annexed in connexion with such Borough should take and bear the Name of the Mayor, Aldermen, and Burgesses of such Borough, and by that Name should have perpetual Succession, and should be capable in Law, by the Council therein-after mentioned of such Borough, to do and suffer all Acts which then lawfully they and their Successors respectively might do and suffer by any Name or Title of Incorporation; and by Section One hundred and forty-two of the same Act it was enacted, that in the Construction of that Act the Word "Borough" should be construed to mean City, Borough, or Town Corporate named in One of the said Schedules, and that the Word "Burgess" should be construed to mean Citizen in the Case of a City: And whereas the Body Corporate of *Ripon* was named in the said Schedule (A.) to that Act: And whereas since the passing of the same Act *Ripon* has been duly constituted the See of a Bishop, and Doubts are entertained whether or not, in consequence thereof, *Ripon* should be styled a City, and whether or not the Body Corporate of *Ripon* should take and bear the Name of the Mayor, Aldermen, and Citizens of the City of *Ripon*: And whereas those Doubts have led to divers grave Inconveniences in the Exercise, Performance, and Enjoyment of the Powers, Duties, and Rights of the said Body Corporate, and are likely to lead to grave Inconvenience in the Execution of this Act, and it is therefore expedient that such Doubts be removed: And whereas the Objects of this Act cannot be effected without the Authority of Parliament: May it therefore please

please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same as follows; (that is to say,)

Short Title.

1. This Act may be cited for any Purpose as "The City of *Ripon* Act, 1865."

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

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847," (except the Clauses and Provisions with respect to the Amount of Profit to be received by the Undertakers when the Gasworks are carried on for their Benefit,) are incorporated with this Act, and shall form Part thereof, except so far as the same Acts respectively, or any Part or Parts thereof respectively, are expressly varied, altered, or otherwise provided for by this Act: Provided always, that the Incorporation with this Act of "The Lands Clauses Consolidation Act, 1845," shall not authorize the Corporation to purchase or take any Lands otherwise than by Agreement.

Interpretation of Terms.

3. In this Act the following Words and Expressions shall have the Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Public Health Acts" includes "The Public Health Act, 1848," and the several Acts passed prior to the Year 1858 amending the same, and "The Local Government Act, 1858," and the several Acts subsequently passed amending the same:

The Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, shall 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.

Same Meanings to Words in incorporated Acts as in this Act.

4. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned shall in this Act have the same respective Meanings, and in the said incorporated Acts and Parts of Acts, and also in this Act, the several Expressions following shall have for the Purposes of this Act the Meanings hereby assigned to them, namely, the Expression "Quarter Sessions" means the General Quarter Sessions of the Peace for the Liberty of *Ripon* in the West Riding of the County of *York* the Expression "the Special Act" means this Act the Expressions "the Undertaking" and "the Gasworks" mean the Gasworks, Mains, Pipes, Property, and Premises now or to be hereafter purchased, acquired,

acquired, made, and laid down under the Powers of this Act, the Expression "the Undertakers" or "the Company" means the Corporation, unless in any of the Cases aforesaid there shall be in the Subject or Context something repugnant to or inconsistent with such Construction; and in the Provisions of this Act relative to the Undertaking, or the Gasworks, or Gas Supply, the Expression "the Corporation" means the Corporation acting by the Council as the Local Board.

Limits of Act.

5. The Limits of this Act for the Supply of Gas shall be the City and Borough of *Ripon*, and the several Townships and Places of *Ripon*, *Aismunderby with Bondgate*, *Sharow*, *Hutton Conyers*, *Copt Hewick*, *Bridge Hewick*, *Whitcliffe-with-Thorpe*, *Bishopton*, *Studley Roger*, *Studley Royal*, *Clotherholme*, and *North Stainley with Sleningford*, in the West and North Ridings of the County of *York*.

Act to be executed by Corporation.

6. This Act shall be executed by the Corporation acting by the Council as the Local Board for the City, with the Powers and Indemnities and according to the Provisions of the Public Health Acts, and those Acts shall, in relation to the Corporation and the several Objects and Purposes of this Act, be read and construed as if the Purposes and Provisions of this Act were Purposes and Provisions of the Public Health Acts, so far as the same shall be applicable thereto, and except so far as any of the Provisions of the Public Health Acts are expressly varied, altered, or otherwise provided for by this Act.

Power to Corporation to appoint Gas Committee.

7. For the more conveniently carrying this Act and the several Powers thereof into execution it shall be lawful for the Corporation to appoint out of the Council from Time to Time a Committee, to be called "the Gas Committee," consisting of such Number of Persons, not exceeding Five, as the Corporation shall think fit, to manage, transact, and carry into effect all or any of the Matters and Purposes of this Act, and the Corporation may fix the Quorum of such Committee, which Committee shall have full Discretion and so many of the Powers and Authorities by this Act given to or reposed in the Corporation as the Corporation shall think proper from Time to Time to delegate to such Committee.

Meeting, &c. of Committee.

8. Every Committee so appointed may meet from Time to Time, and may adjourn from Place to Place, as they may think proper, for carrying into effect the Purposes of their Appointment, but no Business shall be transacted at any Meeting of the Committee unless the Quorum of Members (if any) fixed by the Corporation, and if no Quorum be fixed, unless Three Members, be present; and at all Meetings of the Committee the Mayor, if One of the Committee

and

and present, shall be Chairman, and if not a Member, or absent, One of the Members present shall be appointed Chairman; and all Questions shall be determined by a Majority of the Votes of the Members present, and in case of an equal Division of Votes the Chairman shall have a Casting Vote in addition to his Vote as a Member of the Committee.

Minute Book of Gas Committee to be open to Inspection.

9. All the Minute and other Books of the Gas Committee, and all Documents, Writings, and Papers in the Custody of or belonging to such Committee, shall at all Times be open to the Inspection of any of the Members of the Corporation.

Streets, &c. under Control of Local Board may be broken up without Notice.

10. It shall not be necessary for the Corporation, before they may proceed to open or break up any Street, Highway, Bridge, Sewer, Drain, or Tunnel under the Control of the Corporation as the Local Board, to give any Notice of their Intention so to do.

Purchase of Undertaking of Ripon Gaslight Company.

11. The Agreement set forth in the Schedule to this Act is hereby confirmed, and the Company shall sell and convey to the Corporation, who shall accordingly purchase, the Undertaking of the Company for such Consideration to be paid or secured at such Time, and in such Manner, and generally upon such Terms as are set forth in that Agreement (with this Modification, that if the Purchase Money is not fully paid on or before the Thirtieth Day of *June* One thousand eight hundred and sixty-six, the same, or as much thereof as is not then paid, shall bear Interest at the Rate of Six Pounds *per Centum per Annum* from that Day till the Time of Payment); and the Execution of the Conveyance by any Three of the Persons having the Management of the Affairs of the Company, and whether denominated Trustees or Committee of Management, and who are herein-after referred to as the "Committee of Management," shall be sufficient to vest the Lands, Premises, and Undertaking of the Company in the Corporation; and the Receipt of any Three of the Committee of Management for the Purchase Money for the said Undertaking, to be endorsed upon any Deed of Conveyance of the Lands, Premises, and Undertaking of the Company, shall be a sufficient Discharge for the same, and the Corporation shall not be bound to see to the Application of such Purchase Money, or be answerable for its Misapplication or Nonapplication.

Debts due to belong to Company, notwithstanding this Act.

12. All Debts, Rents, and Monies which on the Thirtieth Day of *June* One thousand eight hundred and sixty-five shall be due or owing to the Company by any Gas Consumer or other Person, and also a proportionate Part of all current Rents, Rates, or Charges from the last half-yearly or other Day of Payment, and all Monies due and owing to the Company for any Supply of Gas up to that Time,

Time, shall, as between the Company and the Corporation, belong to the Company, and the same shall be paid to and may be received and enforced by the Company, or the same or any of them may, if so agreed between the Company and the Corporation, be paid to and received and enforced by the Corporation on behalf of the Company; and if any of such Debts, Rents, Rates, Charges, or Monies shall, by reason of any existing Contract, be transferred to the Corporation, or from any other Cause be received by the Corporation, they shall forthwith on Receipt thereof pay over the same to the Company; and all Debts, Rents, Rates, Charges, and Sums of Money which shall be due or owing from the Company shall be paid by them, and they shall, on receiving their Purchase Money for the said Undertaking, either produce to the Corporation valid and sufficient Receipts and Discharges for all such Debts or Sums of Money as ought to be paid by the Company as aforesaid, or otherwise the Company shall give unto or enter into with the Corporation a sufficient Security or Undertaking for the due Payment and Discharge of all such Debts or Sums, and for the Indemnity of the Corporation from and against the same.

Application of Purchase Money for Gasworks.

13. The Company shall stand possessed of the Money which shall be paid by the Corporation for the Purchase of the Undertaking, and of all other Monies for the Time being belonging to the Company, upon trust to pay thereout all the Debts and Liabilities of the Company which shall then have been incurred and remain unpaid, and to divide and distribute the Residue between the several Persons who shall then be Holders of the Shares in the Company, their respective Executors, Administrators, or Assigns, according to their respective Priorities, and rateably and in proportion to the Number of their respective Shares in the Capital of the Company, and the Committee of Management may exercise all other Powers necessary for paying the Debts, distributing the Assets, and winding up the Affairs of the Company.

Persons whoseNames appear in the Books as Shareholders to be deemed such until the contrary be proved.

14. The several Persons whose Names shall appear in the Books of the Company to be the Proprietors of Shares therein shall, unless the contrary be proved to the Satisfaction of the Committee of Management of the Company, be considered to be Shareholders of the Company for the Purposes of the Distribution of the Purchase Money for the Undertaking, and of the other Monies for the Time being belonging to the Company.

Receipt of Executors, &c. of Shareholders to discharge Company.

15. The Receipt of any Executor or Administrator of any Shareholder in the Company shall be an effectual Discharge to the Company, and to the Committee of Management thereof, for so much of the Purchase Money or other Monies as in such Receipt shall be expressed

expressed to be received, and shall exonerate them from any Trust or Obligation affecting the Shares in respect of which such Money shall be paid.

Provision in Case of Absence of Shareholders.

16. If the Company be unable, by reason of the Absence from *Great Britain* or Incapacity of any Shareholder, his Executors, Administrators, or Assigns, or of his Existence or Place of Abode not being, after diligent Inquiry, ascertainable by the Company, to pay to such Shareholder, or his Executors, Administrators, or Assigns, any Sum of Money which may be payable to him or them by the Company under the Provisions of this Act, then and in every such Case the Company from Time to Time shall, according to the Provisions of any Act for the Time being in force authorizing the Payment into the Court of Chancery of Trust Monies under like Circumstances, pay into that Court all Monies which according to this Act ought to be paid by the Company to him or them, and such Payment shall be deemed as Payment by the Company to him or them, and he or they shall be entitled to obtain, according to the Provisions of any such Act, Payment of such Money out of that Court to him or them.

Company to be dissolved.

17. When and so soon as the Assets of the Company shall have been distributed in manner aforesaid, and their Affairs wound up, the Company shall be dissolved.

Upon Payment of Consideration and Execution of Conveyance, the Gasworks to vest in the Corporation.

18. Immediately upon Payment by the Corporation of the Purchase Money for the said Undertaking and upon the Execution by the Company, under the Hands and Seals of any Three Members of the Committee of Management of the Company, of a Deed of Conveyance duly stamped (in which Deed the Consideration for the same shall be truly set forth) of the Gasworks, Lands, and Undertaking of the Company to the Corporation, the said Gasworks, Lands, and Undertaking comprised in such Conveyance shall, by virtue of such Deed and of this Act, become vested in the Corporation for all the Estate and Interest of the Company therein, and such vesting is in this Act referred to as "the Transfer."

Actions, &c. not to abate.

19. No Action, Suit, Prosecution, or other Proceeding whatsoever commenced or liable to be commenced either by or against the Company shall abate or be discontinued or be prejudicially affected by reason of the Transfer, but the same shall continue and take effect either in favour of or against the Company in the same Manner in all respects as the same would have continued and taken effect in relation to the Company if the Transfer had not been made.

20. Upon

Upon the Gasworks vesting in Corporation, Company to cease to exist.

20. Upon the Transfer the Company shall cease to supply Gas within the Limits of this Act, and the Gasworks shall thenceforth be carried on by the Corporation.

General Powers of the Corporation.

21. Upon the Transfer (subject to the Provisions of this and the incorporated Acts) the Corporation may manufacture Gas, and light the public Streets and Buildings in the City, and may supply Gas within the Limits of this Act, and may convert, manufacture, sell, and dispose of Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and all other Refuse or residuary Products arising, remaining, produced by, or obtained from the Manufacture of Gas by them, or the Materials used therein, and may manufacture and sell such Articles as can be produced from or by means of the several Matters and Things aforesaid, and may contract for, take, and use any Leave, Licence, or Authority to work, use, exercise, or put in practice any Invention or Inventions under any Letters Patent at any Time heretofore made or hereafter to be made granting any Right or Privilege of working, using, exercising, or vending any Invention in relation to the Manufacture and Distribution of Gas, or the Utilization of the residual Products arising from the Manufacture of Gas, or otherwise in relation thereto, and may also manufacture and sell, let, or deal in Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks, or with the Supply of Gas to the Consumers thereof, in such Manner as the Corporation may think proper, and generally carry on the Business usually carried on by Gas Companies, or which is or may become incident thereto.

Power to purchase Lands.

22. The Corporation may, for the Purposes of this Act, purchase, take, and hold (by Agreement but not otherwise) any Lands and Hereditaments, not exceeding in the whole Five Acres, which the Corporation may from Time to Time require for the Purposes of this Act; but it shall not be lawful for the Corporation to erect Works for the Manufacture of Gas, excepting on the Lands herein-before described as the Limits of the Lands on which the Gasworks of the Company have been erected, or upon Lands immediately adjoining thereto.

Powers as to Gasworks, &c.

23. The Corporation may from Time to Time maintain, alter, improve, enlarge, extend, or discontinue the Gasworks for the Manufacture of Gas within the Limits of the Lands herein-before mentioned, and they may make, erect, lay down, provide, and maintain additional and other Gasworks, Retorts, Gasholders, Receivers, Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp Posts, Burners, Stopcocks, Machinery, and other Works and Apparatus and Conveniences, and may do all such Acts as they think proper for making and

and storing Gas, and for supplying Gas within the Limits of this Act, and may make, store, and supply Gas accordingly.

Power to lay Pipes against Buildings.

24. The Corporation, with the Consent of the Owner and 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.

Limiting Price of Gas.

25. The Price to be charged by the Corporation for Gas supplied to Persons who shall burn the same by Meter shall not exceed Six Shillings *per* One thousand Cubic Feet for a Period of Three Years from the passing of this Act, and after the Expiration of such Period Five Shillings and Sixpence *per* One thousand Cubic Feet.

Consumers may be required to consume by Meter.

26. Every Consumer of Gas supplied by the Corporation shall, on being required by the Corporation 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 the Sale of Gas; and until a Meter be examined and stamped under the Provisions of that Act it shall be subject to the Approval from Time to Time of the Corporation, and may from Time to Time be examined and tested by them.

Notice to Corporation of putting up Meters.

27. Before any Person shall connect or disconnect any Meter through which any of the Gas of the Corporation is intended to be or has been registered, he shall give not less than Twenty-four Hours Notice in Writing to the Corporation of his Intention so to do, and any Person offending against this Enactment shall be liable to a Penalty not exceeding Forty Shillings.

Repair of Meters.

28. Every Consumer of Gas of the Corporation shall at all Times, at his own Expense, keep all Meters belonging to him whereby any Gas of the Corporation is registered in proper Order for correctly registering such Gas, in default whereof the Corporation may cease to supply Gas through such Meters; and the Corporation shall at all reasonable Times have Access to, and be at liberty to take off, remove, test, inspect, and replace, any Meter belonging to a Consumer, such taking off, Removal, testing, inspecting, and replacing to be done at the Expense of the Corporation if the Meter be found in proper Order, but otherwise at the Expense of the Consumer.

Power to the Corporation to let Meters.

29. The Corporation may let for Hire any Meter for ascertaining the Quantity of Gas consumed or supplied, and any Fittings thereto, for such Remuneration in Money, and on such Terms with respect to the Repair of such Meter and Fittings, and for securing the Safety and Return to the Corporation of such Meter, as may be agreed upon between the Hirer and the Corporation; and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to the Corporation for Gas, and such Meters and Fittings shall not be subject to Distress for Rent of the Premises where the same may be used, nor to be taken in execution under any Process of a Court of Law or Equity, or any Proceedings in Bankruptcy against the Persons in whose Possession the same may be.

Register of Gas Meter to be primâ facie Evidence.

30. The Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Corporation, and in respect of which any Rent is charged and sought to be recovered by the Corporation.

Power to remove Meters and Fittings.

31. It shall be lawful for the Corporation, after Twenty-four Hours Notice in Writing under the Hand of the Town Clerk or some other Officer of the Corporation to the Occupier, or if unoccupied then to the Owner and Lessee of any Land, House, or Building in which any Pipes, Mains, Meters, or Fittings belonging to the Corporation 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 Corporation be discontinued, to enter such Land, House, or Building between the Hours of Nine in the Morning and Four in the Afternoon for the Purpose of removing and to remove such Pipes, Meters, or Fittings, repairing all Damages caused by such Entry or Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode, or if such Person or his Address be not known to the Corporation, then by being affixed on some conspicuous Part of such Land, House, or Building.

Fraudulently injuring Meters, &c.

32. Every Person who shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter or Fittings belonging to the Corporation, or shall fraudulently alter or prevent the Index to any Meter from duly registering the Quantity of Gas supplied, shall, without Prejudice to any other Right or Remedy for the Protection of the Corporation or the Punishment of the Offender, for every such Offence forfeit and pay to the Corporation a Sum not exceeding Five Pounds; and the Corporation may, in addition thereto, recover the Amount of any Damages by them sustained; and the Corporation may also discontinue the Supply of Gas to the Person so offending until the Injury is remedied, and the Amount of the

the Damages are paid, and notwithstanding any Contract previously existing; and the Existence of artificial Means for causing such Alteration or Prevention, when such Meter shall be under the Custody or Control of the Consumer, shall be *primâ facie* Evidence that the same has been fraudulently, knowingly, and wilfully caused by the Consumer using such Meter.

For preventing Frauds and Waste of Gas.

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

As to Quality of Gas.

34. All the Gas supplied by the Corporation shall be of such illuminating Power as to produce from an Argand Burner having Fifteen Holes and a Seven-Inch Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six in the Pound, burning One hundred and twenty Grains *per* Hour.

Corporation to maintain the Meter to test illuminating Power of Gas.

35. The Corporation shall, within Six Months after the Transfer, erect an experimental Meter furnished with an Argand Fifteen-Hole Burner and a Seven-Inch Chimney, capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus for testing, and so situate as to test the illuminating Power of all the Gas of the Corporation; and the Corporation shall at all Times keep and maintain the experimental Meter and Apparatus in good Repair and working Order.

After Purchase, Power to Consumers to test the Purity of the Gas.

36. After the Erection of the said experimental Meter it shall at any Time be lawful for any Two Justices, not being Members of the Council, on receiving a Requisition signed by not less than Twenty Consumers of the Gas of the Corporation complaining that the Gas supplied to them is not, in their Judgment or Belief, of the full illuminating Power prescribed by this Act, if they shall think fit, by Order in Writing under their Hands to appoint some competent Person to proceed to the Works of the Corporation, and the Person

so

so appointed may at any reasonable Hour in the Daytime, after giving Twenty-four Hours previous Notice in Writing, on producing the said Order, enter on the Premises of the Corporation, and in the Presence of the Superintendent or other Officer of the Corporation make Experiment of the illuminating Power of the Gas of the Corporation by means of the experimental Meter and other Apparatus before mentioned, and the Corporation and their Officers shall afford all reasonable Facilities and Assistance for making such Experiment; and if it shall thereupon be proved to the Satisfaction of the said Two Justices, after hearing the Parties, that the illuminating Power of the Gas supplied by the Corporation did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Corporation or their Officers refused to afford such reasonable Facilities as aforesaid, or wilfully hindered or prevented the making of such Experiment, in any such Case the Corporation shall forfeit such Sum, not exceeding Twenty Pounds, as the said Justices shall determine.

Costs of Experiment to be paid according to the Event.

37. 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 Corporation shall be paid, together with such Penalty, by the Corporation; but in the event of the Gas being found, when tested, to be of not less illuminating Power than is by this Act prescribed, such Costs shall be awarded to be paid to the Corporation by the Body or Persons making such Requisition as aforesaid, as the Case may be, and shall be paid or levied accordingly.

Amount to be borrowed on Mortgage.

38. The Corporation may from Time to Time, under the Authority of this Act, in addition to any Monies they have borrowed or are authorized to borrow under the Public Health Acts, borrow at Interest on Mortgage of the Rates and Income of the Corporation under this Act, and of the Charges and Rates authorized to be made or collected under the Public Health Acts, or of any such Securities, either together or separately, all such Sums as they may from Time to Time think requisite for all or any of the Purposes of this Act not exceeding Eighteen thousand Pounds; and the Provisions of the Public Health Acts with regard to the Form, Register, and Transfer of Mortgages, and Register of Transfers, shall extend to the Mortgages to be made under this Act; and the Corporation may include in any of such Mortgages, if they think fit, the Gasworks and Premises connected therewith.

Power to re-borrow.

39. The Corporation may from Time to Time re-borrow any Amount from Time to Time repaid by them respectively, unless it be repaid by means of a Sinking Fund under this Act, in which Case,

and

and to the Extent of the Amount paid off by means of the Sinking Fund, their Power of borrowing and re-borrowing shall cease.

Arrears may be enforced by Appointment of a Receiver.

40. The Mortgagees of the Corporation under this Act may enforce the Payment of the Arrears of Principal and Interest due to them by the Appointment of a Receiver in the Manner directed by the Public Health Acts; and the Amount in arrear to authorize a Requisition for a Receiver shall be Two thousand Pounds.

Income of Corporation.

41. All the Monies from Time to Time borrowed by the Corporation under this Act, and all Monies from Time to Time received by or for the Use of the Corporation under this Act, or in carrying it into execution, shall from Time to Time forthwith after the Receipt thereof be paid to the Treasurer of the Corporation, or to such other Officer of the Corporation as the Corporation shall from Time to Time appoint, and be carried by him to the Credit of the proper Account.

General District Rate and Estimates to include Sums payable on Mortgage under this Act.

42. After any Money shall have been borrowed under the Powers of this Act the Amount of the General District Rates, and of the Estimates to be prepared of the Amount required in the Judgment of the Corporation for the Purposes of the General District Rates, shall respectively include such Sums (if any), in addition to the Income to be derived under this Act, as in the Judgment of the Corporation are necessary to be provided for the Payment of any Monies from Time to Time due or accruing due as Interest upon or in respect of such Mortgages, and the Sinking Fund to be set apart in accordance with the Provisions of this Act, and all other the Expenses and Liabilities of the Corporation under and with respect to this Act, and the Purposes and Execution thereof.

Application of Revenue.

43. The Corporation shall apply all Monies from Time to Time received by them under the Powers of this Act as follows:

First, in Payment of the Costs, Charges, and Expenses of and preparatory and incident to the obtaining and passing of this Act, and of the Expenses of and incidental to the raising, levying, and recovering the Rates or Rents, and of the borrowing of Monies under this Act;

Secondly, in Payment of the Interest on all the Monies from Time to Time borrowed by the Corporation under the Powers of this Act;

Thirdly, in setting apart from Time to Time, from and after the First Day of *January* One thousand eight hundred and seventy, by way of Sinking Fund, such Sums as, with the Interest to accrue thereon, will in the Period of Thirty Years from that Day be sufficient to pay off the Monies from Time to Time borrowed by the Corporation for the Purposes of this Act;

Fourthly, in Payment of the Expenses of managing and maintaining any Gasworks of the Corporation, and carrying the several Powers and Provisions of this Act into execution; and

Fifthly, in improving and extending the Gasworks and Mains, and in Payment of any Charges or Expenses for the Time being payable out of the General District Rate, or otherwise for the public Benefit of the Inhabitants of the City, and the Improvement thereof, as the Corporation from Time to Time think proper.

Not to affect Powers of Local Board under Public Health Acts.

44. Nothing in this Act contained shall prejudice or affect the Powers of the Corporation, under the Provisions of "The Public Health Acts" and any supplemental Act, of making General District and other Rates for the Purposes of such Acts, or any of them.

Recovery of Sums owing to Corporation.

45. Whenever any Person neglects to pay any Rate or Sum due under this Act or otherwise to the Corporation, the Corporation may recover the same, with full Costs of Suit, in an Action of Debt in any Court of competent Jurisdiction; and the Remedies of the Corporation under this Enactment shall be in addition to their other Remedies for the Recovery of such Rate or Sum.

Recovery of Monies by Corporation.

46. All Rates and Sums due to the Corporation on any Account whatsoever under this Act, and all Costs, Damages, Penalties, and Expenses by this Act directed to be paid to them, may be ascertained or levied and recovered in the same Manner in all respects as any other Rates or Monies, Costs, Damages, Penalties, and Expenses payable to the Corporation under "The Public Health Acts" may be ascertained, levied, or recovered respectively, and Proceedings for the Recovery thereof may be taken in the Name of any Officer of the Corporation; and the Remedies of the Corporation under this Enactment shall be in addition to the other Remedies for the Recovery of any such Rates, Sums, Costs, Damages, Forfeitures, Penalties, and Expenses respectively.

Contents of Warrant.

47. 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 shall include Costs.

48. Any Justice who issues a Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Proceedings for 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.

49. Every

Application of Penalties.

49. Every Penalty imposed by or under this Act (except where the Corporation shall be the Party by whom the Penalty has to be paid) shall be paid to the Treasurer of the Corporation, and shall be carried by him to the Credit of the Gasworks Account; and where the Corporation shall be the Party by whom the Penalty has to be paid, the same shall be paid One Half to the Informer, and the Remainder to the Overseers of the Poor of the Township in which the Offence shall have been committed, and be applied in aid of the Poor Rate of such Township.

Contract for Supply of Gas not to disqualify Member of Corporation.

50. No Person shall be disqualified for being, continuing, or acting as a Member of the Corporation by reason of his being concerned in any Contract entered into by the Corporation for a Supply of Gas under this Act, or for the Sale of any Land for the Purpose of the Public Health Acts or this Act, or of his lending to the Corporation any Sum of Money on Mortgage for the Purposes authorized by this Act.

Authentication of Notices.

51. Any Summons, Demand, or Notice, or other such Document under this Act, may be in Writing or Print, or partly in Writing and partly in Print, and if the same require Authentication by the Corporation, the Signature thereof by the Town Clerk shall be a sufficient Authentication, and the Provisions of "The Public Health Act, 1848," with regard to the Service of Notice upon the Corporation, and the Service of Notice upon Owners and Occupiers, shall extend to any Summons, Notice, or Proceeding under this Act.

Liability to Gas Rent not to disqualify Justices.

52. No Justice or Judge of any County Court or Quarter Session shall be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent or other Charge under this Act.

Penalties not cumulative.

53. Penalties imposed on the Corporation for One and the same Offence by several Acts of Parliament shall not be cumulative, and for such Purpose this Act and the Acts incorporated herewith shall be deemed several Acts.

Styles of Place Corporate and of Corporation.

54. From and after the Thirty-first Day of *December* One thousand eight hundred and sixty-five the City, Borough, or Place Corporate of *Ripon* shall for all Purposes be styled "the City of *Ripon*," and shall have all such Rank, Liberties, Privileges, and Immunities as are incident to a City, and the Name of the Body Corporate of the City of *Ripon* shall be "the Mayor, Aldermen, and Citizens of the City of *Ripon*," and that Body Corporate shall take and bear that Name accordingly, and by that Name shall have perpetual Succession, and shall be capable in Law, by the Council

of

of the City, to do and suffer all Acts which for the Time being lawfully they and their Successors may do and suffer by any Name or Title of Incorporation.

Saving for Operation of past Acts, Deeds, &c.

55. Nothing in this Act shall affect any Act, Deed, Matter, or Thing done or made before the passing of this Act, or to be done or made before the First Day of *January* One thousand eight hundred and sixty-six, by or in relation to the City, Borough, or Place Corporate of *Ripon*, or the Body Corporate of the City, Borough, or Place Corporate of *Ripon*, by any Name or Title of Incorporation whatsoever, and every such Act, Deed, Matter, or Thing shall be as valid as if this Act had not been passed, and shall operate in favour of or against (as the Case may require) the City of *Ripon*, or the Mayor, Aldermen, and Citizens of the City of *Ripon*, and their Successors for the Time being, and all other Parties, as fully and effectually as if the said City, Borough, or Place Corporate had at the Time of the doing or making of such Act, Deed, Matter, or Thing been lawfully styled the City of *Ripon*, and as if the said Body Corporate had at the Time of the doing or making of such Act, Deed, Matter, or Thing lawfully taken and borne the Name of the Mayor, Aldermen, and Citizens of the City of *Ripon*, and accordingly been so styled in or in relation to such Act, Deed, Matter, or Thing.

Saving Rights of Corporation and of Local Board.

56. Except as is by this Act expressly provided, this Act or anything herein contained shall not take away, lessen, or prejudice any of the Estates, Rights, Powers, or Privileges of the Mayor, Aldermen, and Burgesses of the City and Borough of *Ripon* as the Municipal Corporation or as the Local Board for the City and Borough.

Expenses of Act.

57. All the Costs, Charges, and Expenses of and preparatory and incident to the obtaining and passing of this Act, and the Purchase and Transfer of the Gasworks of the Company, or otherwise in relation thereto, shall be paid by the Corporation out of any Monies which they have or may receive under the Provisions of this Act, or of the Public Health Acts.

SCHE-

SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made this Fifth Day of December 1864 between the Mayor, Aldermen, and Burgesses of the City and Borough of Ripon of the one Part, herein-after called the Corporation, and Thomas Judson the younger, Chemist and Druggist, John Robinson Hartley, Mercer and Draper, Richard Jaques, Porter and Ham Merchant, and Edward Fletcher, Boot and Shoe Maker, all of the City of Ripon aforesaid, being the Committee of Management acting for and on behalf of the Ripon Gaslight Company, herein-after referred to as the Company, of the other Part.

Whereas the Corporation, acting as the Local Board for the City and Borough of Ripon, have caused Notices to be given of an Application to Parliament in the ensuing Session for Leave to bring in a Bill for supplying with Gas the City and Borough of Ripon, and certain Townships and Places in the Neighbourhood thereof:

And whereas the Company have also caused Notices to be given of an Application to Parliament for Leave to bring in a Bill to incorporate the Company, and enable them to supply Gas in the City and Borough of Ripon and its Neighbourhood:

And whereas it has been agreed between the Corporation and the Company that the Bill intended to be brought in by the Corporation shall be proceeded with, and the Bill intended to be promoted by the Company shall not be proceeded with, and that the Gas Company shall sell and the Corporation purchase the Undertaking of the Company on the Terms herein-after mentioned, and that these Presents shall be entered into by way of Agreement for the Purpose of carrying out such Arrangement:

Therefore it is mutually agreed between the Corporation and the Committee of Management of the Company on behalf of the Company as follows; (that is to say,)

1. The Bill intended to be promoted in the next Session by the Company shall not be proceeded with.
2. The Bill intended to be promoted by the Corporation, for which Notices have been given, shall be proceeded with in the next Session, and, if needful, in any other Session of Parliament held in the Year of 1865.
3. The Corporation and the Company shall (subject to the Stipulation herein-after mentioned as to Costs) use their utmost Endeavours to procure the passing of the Bill intended to be promoted by the Corporation. The Corporation and the Company shall each pay their own proper Costs and Expenses, but if either the Corporation or the Company shall incur any Costs or Expenses at the express Request and for the Benefit of the other of them, such Costs and Expenses shall be paid by the Party so requiring them.

4. Subject to the Approval of Parliament, the Company shall sell and the Corporation, either as the Municipal Corporation or as Local Board for the City and Borough of Ripon, shall purchase all the present Gas-works, Lands, Buildings, Mains, Pipes, Lamp Posts, whether in any Street or elsewhere, Meters, Machinery, Apparatus, Plant, and Implements of Trade, Deeds, Books, Accounts, Powers, Rights, and Privileges whatsoever of the Company, herein-after referred to as the "Company's Undertaking," free from all Mortgages, Charges, and Incumbrances, Debts, and Liabilities whatsoever, except only the ordinary Contract for the Gas, and all existing usual and reasonable Contracts for the Sale of Ammoniacal Liquor and other Products of Gas; and the Company and Corporation respectively shall perform all Acts and execute all Deeds necessary to carry out such Sale and Purchase, and all such existing Contracts for Gas and Ammoniacal Liquors and other Products shall also be taken up by the Corporation, who hereby agree to accept the same.

5. The Company shall obtain the Execution of a Conveyance to the Corporation of any Lands now occupied by any of their present Works, the Fee Simple and Inheritance of which has not been conveyed to the Company, or in trust for them, and shall pay the Purchase Money for such Lands out of their own proper Funds, but the Corporation shall obtain all necessary Parliamentary Powers (if any) for enabling such a Conveyance to be made.

6. The Consideration for the Purchase of the Company's Undertaking shall be Nine thousand and five hundred Pounds.

7. The Purchase shall be completed on the 30th Day of June 1865, but if from any Cause whatever other than the Default of the Company the Purchase Money be not fully paid on that Day, then the Purchase Money, or so much thereof as is not paid on that Day, shall bear Interest at the Rate of 5*l.* per Centum per Annum from that Day till the Time of Payment.

8. Until the 30th Day of June 1865 the Company will carry on their Business as heretofore at their own Expense and Risk, and for their own Benefit, and will maintain and keep in as good Repair and Condition as at present all the Company's Undertaking, and proceed with the Repair and Restoration of Retorts and Retort Furnaces as though the Undertaking had remained and were to remain the Property of the Company.

9. On and after the 30th Day of June 1865, and until the Purchase Money shall be paid, the Gas Company shall carry on their Business under the Inspection, Control, and Direction, but at the Expense and Risk and for the Benefit, of the Corporation, but in all respects as to Maintenance as is provided in the last preceding Article, and the Company shall during that Period carefully and accurately keep and render such Accounts as the Corporation shall reasonably direct and require.

10. On the 30th Day of June 1865, or the Completion of the Purchase, as the Case may be, the Company will deliver over the Company's Undertaking to the Corporation, with Gas in the Company's Gasholders, the ordinary, proper, and sufficient Store of Gas, of at least as good Quality as

as the Gas now supplied by the Company, and with the whole of the Gasworks in as complete working Condition as at present, and so that the Supply of Gas may not be in any way interrupted, and shall further leave on the said Premises, and deliver over to the said Corporation, Coals to the Extent of at least Twenty Tons to enable them to carry on the said Works.

11. The Coals, Coke, Tar, Meters unfixed, unfixed Fittings, and similar unused Stock in Trade of the Company, whether now belonging to or hereafter provided by them, are not included in the Company's Undertaking, but on the Completion of the Purchase the Company will sell and the Corporation will purchase at a Valuation the Coals, Coke, Tar, unfixed Meters, unfixed Fittings, and similar unused Stock in Trade and Gas in the Holders of the Company then belonging to them.

12. Provided always, that it shall not be obligatory on the Corporation to purchase any other or more of the Stores of the Company than such as shall be proper and sufficient for carrying on of the said Business at the Time of the Year at which the Transfer is made.

13. The Valuation under the Eleventh Article shall be made by Two competent Valuers, one to be named by each Party, or by an Umpire to be named by such Two Valuers before they enter on the Business of the Valuation; but if either Party do not, within Fourteen Days after being thereunto requested by the other Party, name a Valuer, then the Valuation shall be made by the Valuer appointed by the Party making the Request.

14. Within One Month after the making of the Valuation the Corporation will pay to the Company the Amount thereof.

15. The Corporation shall not proceed with the Bill promoted by them unless the Purchase of the Company's Undertaking be thereby authorized.

16. The Bill shall contain Clauses authorizing the Purchase, and also all such Provisions as the Company may reasonably think proper and sufficient for enabling them after the Sale of their Undertaking to realise their Assets (including Arrears of Rents or Rates and other outstanding Debts due to them), and discharge their Liabilities, and divide their surplus Assets among their Shareholders, and wind up their Affairs, and for their eventual Dissolution.

17. If at any Time any Question shall arise between the Company and the Corporation as to the true Intent, Construction, Effect, and Meaning of this Agreement, every such Question shall be referred to and be determined by Arbitration according to the Provisions with respect to the Determination of Disputes by Arbitration of "The Companies Clauses Consolidation Act, 1845," and those Provisions, so far as they are applicable to this Arrangement, shall for that Purpose be deemed to be incorporated with and form Part of these Presents.

In witness whereof the Committee of Management of the Ripon Gaslight Company on behalf of the Company have hereunto affixed their Hands and Seals, and the Mayor, Aldermen, and Burgesses of the City and Borough of Ripon

Ripon have hereunto affixed their Corporate Seal, the Day and Year first above written.

Sealed and delivered (being first duly stamped) by the said Mayor, Aldermen, and Burgesses in the presence of
R. W. NICHOLSON, Town Clerk.

L. S.

Signed, sealed, and delivered by the said Thomas Judson, John Robinson Hartley, Richard Jaques, and Edward Fletcher in the Presence of
JOHN F. A. COPPIN,
Solicitor, Ripon.
R. W. NICHOLSON.

THOMAS JUDSON, junr. L. S.

J. R. HARTLEY. L.S.

RICHD. JAQUES. L. S.

EDWD. FLETCHER. L. S.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.