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Cap. xlii.

An Act to incorporate the *Clevedon* Gas Company, and to make further Provision for lighting with Gas the Parish of *Clevedon,* and certain Parishes and Places in the Neighbourhood thereof, in the County of *Somerset.* [25th *June* 1868.]

WHEREAS by Memorandum and Articles of Association, bearing Date the Twenty-seventh Day of *October* One thousand eight hundred and fifty-six, the *Clevedon* Gas Company (Limited) was incorporated under the Provisions of the Joint Stock Companies Act, 1856, with limited Liability, for the Purpose of supplying with Gas the Parish of *Clevedon* in the County of *Somerset:* And whereas the Company so constituted constructed Gasworks, and laid down Mains and Pipes in the Streets and Roads of *Clevedon,* and have for many Years past lighted that Parish with Gas: And whereas the Lands belonging to the Company for the Purposes of their Gasworks are set forth in the Schedule to this Act: And whereas the Capital of the Company is Eight thousand Pounds, divided into Eight hundred Shares of Ten Pounds each: And whereas the Company have raised and expended the Sum of Six thousand five hundred Pounds, and have borrowed on Mortgage the Sum of One thousand Pounds: And whereas it is expedient

expedient that the Company be incorporated under this Act, and that Powers for the Supply of Gas within the Limits of this Act should be conferred upon them, and that they also be empowered to raise additional Capital for the Purposes of their Undertaking: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as The *Clevedon* 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, the Lands Clauses Consolidation Act, 1845, the Lands Clauses Consolidation Acts Amendment Act, 1860, the Gasworks Clauses Act, 1847, and Part I. (relating to Cancellation and Surrender of Shares), Part II. (relating to additional Capital), and Part III. (relating to Debenture Stock) of the Companies Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form Part of this Act: Provided always, that the Incorporation with this Act of the Lands Clauses Consolidation Act, 1845, shall not authorize the Company to purchase or take any Lands otherwise than by Agreement.

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; the Expression "the Company" shall mean the Company incorporated by this Act; the Expression "the dissolved Company" shall mean the Company as constituted under the said Memorandum and Articles of Association prior to the passing of this Act; the Expression "the Local Board" shall mean the Local Board of Health for the District of *Clevedon*; the Expression "the Works," or "the Gasworks," or "the Undertaking," shall mean and include the Gasworks and Works connected therewith by this Act vested in or authorized to be made by the Company, or any Gasworks they may construct under the Powers of this Act; and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Limits of Act.

4. The Limits of this Act shall comprise and include the Parish of *Clevedon* and the Parishes of *Walton-in-Gordano*, *Tickenham*, and *Kenn*, in the County of *Somerset*.

5. From

Incorporation of Company

5. From and after the passing of this Act the *Clevedon* Gas Company (Limited) shall be dissolved and cease to exist, and the present Members of or Shareholders in that Company, and all other Persons 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 making and supplying Gas within the Limits of this Act, and for doing all Acts necessary for that Purpose, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of the *Clevedon* Gas Company, and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, and hold Lands for the Purposes of this Act.

General Powers of the Company.

6. Subject to the Provisions of this and the incorporated Acts, the Company may make and 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 Products, Refuse, or Residuum arising, remaining, produced by, or obtained from the Manufacture of Gas by them, or the Materials used therein, and may manufacture and sell such Articles as can be produced from or by means of the several Matters and Things aforesaid 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 Company may think proper, and generally carry on the Business usually carried on by Gas Companies, or which is or may become incident thereto: Provided that nothing in this Act contained shall prevent the Company from being liable to an Indictment for a Nuisance, or to any other legal Proceeding in which they may be liable, in consequence of making or supplying Gas, or doing such other Acts as by this Section they are authorized to do.

Present Property vested in Company incorporated by this Act.

7. Subject to the Provisions of this Act, all Lands, Works, Erections, Buildings, Rights, and Easements which immediately before the passing of this Act were vested in the dissolved Company, or any Person or Persons in trust for them or on their Behalf, or to which the dissolved Company were in anywise entitled at Law or in Equity, and all Mains and Pipes, Plant, Plugs, Lamps, Irons, Retorts, Gauges, Meters, Lamp Posts, Apparatus, Stock, Effects, Matters, and Things which have been by them purchased or provided, laid down, erected, or placed in any Place or House within the Limits of this Act, and which immediately before the passing of this Act were the Property of or belonging to the same Company, and all Monies, Securities, Credits, Effects, and other Property whatsoever belonging to the dissolved Company, or to any Trustees on their Behalf, for the Purposes of such Company, shall be and the

same

same are hereby vested in the Company to the same Extent and for the same Estate and Interest as the same were previously to the passing of this Act vested in the dissolved Company, or any Trustees on their Behalf, and may according to the Provisions of this Act be held and enjoyed, sued for, and recovered by the Company.

Memorandum and Articles of Association to be void.

8. Subject to the Provisions of this Act, the Memorandum and Articles of Association of the dissolved Company shall, as to any future or prospective Operations thereof, from and after the passing of this Act be wholly void and of none Effect.

Saving previous Rights and Liabilities.

9. Notwithstanding the Incorporation of the Company and the Avoidance of the said Memorandum and Articles of Association by this Act, and except as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered by or with reference to the dissolved Company, or the Shareholders therein in that Capacity, shall be as valid as if the Company had not been incorporated and the said Memorandum and Articles of Association had not been avoided by this Act; and such Incorporation and Avoidance and this Act respectively shall accordingly be subject and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Company were not incorporated and the said Memorandum and Articles of Association were not avoided by this Act, and this Act were not passed, would be incident to or consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents and Purposes represent the dissolved Company and the Shareholders therein in their Capacity of Shareholders: Provided always, that the Generality of this Enactment shall not be restricted by any of the other Clauses and Provisions of this Act.

Contracts prior to the passing of this Act to be binding.

10. Except as by this Act otherwise specially provided, all Purchases, Conveyances, Grants, Assurances, Deeds, Contracts, Bonds, and Agreements entered into or made before the passing of this Act by, to, or with the dissolved Company, or any Trustees or Persons acting on behalf of such Company, or by or with any other Person to whose Rights and Liabilities they have succeeded as Assigns, and now in force, shall be as binding and of as full Force and Effect in every respect against or in favour of the Company, and may be enforced as fully and effectually, as if instead of the dissolved Company, or the Trustees or Persons acting on behalf of the dissolved Company, the Company had been a Party thereto.

Actions, &c. not to abate.

11. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which was pending by or against the dissolved Company, or any Member thereof, in relation to the Affairs of the dissolved Company,

or to which the dissolved Company, or any Member thereof, in relation to such Affairs, were Parties immediately before the passing of this Act, but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by or in favour of or against the Company (as the Case may be) in the same Manner and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by, in favour of, or against the dissolved Company, or any Member thereof, if this Act had not been passed, the Company being in reference to the Matters aforesaid in all respects substituted for the dissolved Company.

Judgment in respect of existing Liabilities may be enforced against individual Shareholders.

12. If any Judgment, Decree, or Order be at any Time after the passing of this Act obtained against the Company in respect of any Debt or Liability owing or incurred, or in respect of any Contract made or Tort committed, by the dissolved Company before the passing of this Act, and be not fully satisfied out of the Property of the Company, then and in every such Case the Judgment, Decree, or Order may be enforced, and Execution thereon issued, against the Property, Effects, and Person of any Person who was a Member of the dissolved Company immediately before the passing of this Act, or at the Time when the Contract was made or the Tort was committed in respect of which the Debt or Liability accrued or was incurred, and who was legally responsible in respect of such Debt or Liability, to the same Extent as if this Act had not been passed.

Reimbursement of Shareholders in such Case.

13. Every Person against whom or against whose Property or Effects any such Judgment, Decree, or Order is enforced shall be entitled to recover against the Company all Loss, Damage, Costs, and Charges which he incurs by reason of the Execution thereof, and shall be entitled to Contribution for so much thereof as remains unsatisfied from the several other Persons against whom Execution on the Judgment, Decree, or Order might in accordance with this Act have been issued, and the Contribution may be recovered in like Manner as Contribution in ordinary Cases of Copartnership.

Trustees of dissolved Company to be indemnified.

14. Every Trustee or other Person in whom or in whose Name any Lands, Works, Buildings, Easements, Rights, Property, or Effects belonging to the dissolved Company were vested immediately before the passing of this Act, and who (being duly authorized so to do) entered into any Bond, Covenant, Contract, or Engagement in respect of the same or otherwise on behalf of the dissolved Company, shall be indemnified and saved harmless out of the Property of the Company from and against all Liability, Loss, Costs, Charges, and Expenses under or by reason of every such Bond, Covenant, Contract, or Engagement.

Company to satisfy Liabilities

15. From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the Company shall in all

of dissolved Company.

all other respects be subject to and shall satisfy or discharge all Obligations and Liabilities to which the dissolved Company immediately before the passing of this Act were or but for this Act would become subject, and shall pay and bear all the Expenses of and incident to the winding up of the Affairs of the dissolved Company, and shall indemnify the Shareholders, Directors, Officers, and Servants of the dissolved Company, and their respective Representatives, from all such Obligations, Liabilities, and Expenses, and all Costs in that Behalf.

Gas Rates, &c. to be recovered.

16. All Gas Rates, Rents, and Sums of Money which immediately before the passing of this Act were due and payable or accruing to the dissolved Company shall be payable to and may be collected and recovered by the Company in like Manner as the Gas Rates, Rents, and Sums of Money under this Act.

As to Payment of Debts owing before the passing of this Act.

17. All Persons who immediately before the passing of this Act owed any Money to the dissolved Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due, payable, or accruing upon the same, to the Company; and all Debts and Monies which immediately before the passing of this Act were due or owing or recoverable from the dissolved Company, or for the Payment of which the dissolved Company were or but for this Act would be liable, shall be paid, with all Interest (if any) due or payable or accruing upon the same, by or be recoverable from the Company.

Certificates, &c. to remain in force.

18. All Certificates of Shares in the Undertaking of the dissolved Company (until cancelled under the Powers of this Act), Sales, Transfers, and Dispositions heretofore made or executed with respect to any Shares in the dissolved Company, shall remain in full Force and continue and be available in all respects as if this Act had not passed.

Officers to continue until removed.

19. All Officers and Servants of the dissolved Company who were in Office immediately before the passing of this Act shall hold and enjoy their respective Offices and Employments, together with the Salaries and Emoluments thereunto annexed, until they shall resign the same or be removed therefrom by the Company, and shall have the like Powers and Authorities for the Purposes of this Act, and for carrying the same into execution, and shall be subject and liable to the like Conditions, Obligations, Pains, and Penalties, and to the like Powers of Removal, and to the like Rules, Restrictions, and Regulations, in all respects whatsoever as if they had been appointed under this Act.

Capital.

20. The Capital of the Company shall be Eight thousand Pounds, divided into Eight hundred Shares of Ten Pounds each, subject to Augmentation as herein-after mentioned.

21. Every

Appropriation of Shares.

21. Every Holder of One or more than One existing Share of Ten Pounds shall in substitution for each such Share be entitled to One Share of Ten Pounds out of the said Eight hundred Ten Pound Shares, and the said Shares so substituted shall vest in such Persons and Corporations respectively accordingly; and every Share so vested shall be subject and liable to the same Trusts, Powers, Provisions, Declarations, Agreements, Charges, Liens, Calls, and Incumbrances as immediately before the passing of this Act affected the then existing Share in the Capital of the dissolved Company for which it is substituted, and so as to give Effect to and not revoke any Testamentary Disposition of or affecting such then existing Share.

Company to call in and cancel existing Share Certificates, and issue new Certificates in lieu thereof.

22. The Company shall call in and cancel the existing Certificates of Shares in the dissolved Company, and issue in lieu thereof Certificates of the substituted Shares in the Form and under the Conditions prescribed by the Companies Clauses Consolidation Act, 1845; but the Holders of such existing Certificates of Shares shall not be entitled to any Certificates of Proprietorship under this Act until they shall have delivered up to the Company to be cancelled the Certificates of Proprietorship issued to them before the passing of this Act, or shall have proved to the reasonable Satisfaction of the Company the Loss or Destruction thereof.

Additional Capital.

23. The Company may raise for the Purposes of this Act by the Creation and Issue of new Ordinary and Preference Shares, or (at the Option of the Company) by either of those Modes, such additional Capital as they may think fit, not exceeding in the whole Twenty thousand Pounds: Provided always, that no new Share shall be of less nominal Amount than Ten Pounds.

Shares not to issue until One Fifth paid up.

24. 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.

25. 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 Calls made in any Year upon any Share.

Limit of Dividend on new Capital.

26. The Company shall not in any Year make out of their Profits any larger Dividend on the additional Share Capital of Twenty thousand Pounds to be raised under the Powers of this Act than Seven Pounds in respect of every One hundred Pounds actually paid of such Capital on Ordinary Shares, or Six Pounds in respect of every

One

One hundred Pounds actually paid out of such Capital on Preference Shares.

Power to borrow on Mortgage.

27. The Company may from Time to Time borrow on Mortgage, in addition to the One thousand Pounds already borrowed by them, any Sum not exceeding in the whole Five thousand Pounds, but no Part thereof shall be borrowed until the whole additional Capital of Twenty 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 Fortieth Section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that the whole of such Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

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

Debenture Stock.

29. The Company may create and issue Debenture Stock.

Existing Mortgages to have Priority.

30. All Mortgages granted by the Company before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be granted by virtue of this Act.

Application of Monies.

31. 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.

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

Advertisements.

33. The Newspapers for Advertisements shall be any Newspapers published and circulating in the County of *Somerset*.

34. The

Number of Directors.

34. The Number of Directors shall be Seven, but it shall be lawful to the Company from Time to Time to reduce the Number, provided that the Number be not less than Five.

Qualification of Directors.

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

Quorum.

36. The Quorum of a Meeting of Directors shall be Four, and if the Number of Directors be reduced to Five the Quorum shall be Three.

First Directors.

37. The Persons who at the Time of the passing of this Act are Directors of the dissolved Company 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 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 nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Election of Directors.

Directors may declare Dividends half-yearly.

38. The Directors, without the Direction or Sanction of a General Meeting, from Time to Time may declare and pay in the Interval between any Two ordinary Annual Meetings a Half Year's Dividend out of the Profits of the Company to the Shareholders, but the Directors shall not make any Dividend whereby the Capital of the Company will be diminished.

Accounts.

39. The prescribed Period at which the Books of the Company shall be balanced shall be the Thirtieth of *June* in each Year until the Company at a General Meeting shall otherwise order.

Representation of the Company in Cases of Bankruptcy, &c.

40. In all Proceedings against the Estate of any Bankrupt, or under any Sequestration, any Person appointed for that Purpose by the Directors of the Company may represent the Company, and act in their Behalf in all respects as if the Claim or Demand of the Company against such Estate were the Claim or Demand of such Person, and not of the Company.

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

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

Power to purchase Lands.

42. The Company may for the Purposes of their Undertaking purchase, take, and hold (by Agreement but not otherwise) any Lands and Hereditaments not exceeding in the whole Two Acres which the Company may from Time to Time require for the Purposes of their Works and Undertaking; but it shall not be lawful for the Company to erect Works for the Manufacture of Gas excepting on the Lands set forth in the Schedule to this Act, nor shall the Company (except on those Lands), without the Consent of the Owner and Occupier, erect Works for storing Gas within Three hundred Yards of any Dwelling House existing at the Time of the Acquisition by the Company of the Lands for such Storage Works.

Powers as to Gasworks, &c.

43. Subject to the Provisions of this Act, the Company may from Time to Time maintain, alter, improve, enlarge, extend, or discontinue their existing Gasworks in the Lands set forth in the Schedule to this Act, and they may make, erect, lay down, provide, and maintain additional and other Gasworks, Retorts, Gasometers, Condensers, Purifiers, Extractors, Steam and other Engines, 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 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.

44. The Company, 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.

45. 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 and Sixpence *per* One thousand Cubic Feet: Provided that the Company may charge the Sum of Six Shillings *per* One thousand Cubic Feet for the Space of Ten Years after they shall have laid their Main Pipes within any of the Places (except *Clevedon*) comprised within the Limits of this Act.

Company to supply Gas in certain

46. The Company, at the Request of any Owner or Occupier of any House, Part of a House, Factory, or other Premises within Fifty Yards

Yards of which any Main Gas Pipe of the Company is then laid, shall furnish to him a sufficient Supply of Gas for the Premises at a Rate not exceeding the Price limited by this Act, and in order thereto shall provide and lay all proper and sufficient Communication, Service, and other Pipes from and communicating with the Main up to the Premises: Provided that the Company shall not be bound to supply any Gas under the foregoing Provision unless the Party requiring it contract for not less than Two Years to pay Gas Rent in respect of the Supply to an Amount equal to Twenty Pounds *per Centum per Annum* upon the Outlay of the Company: Provided also, that nothing in this Act shall render it compulsory upon the Company to lay any Service Pipes in private Property, or to supply Gas where it would be necessary to lay the Service Pipes on private Property, unless such Service Pipes are laid by the Person requiring the Supply, and made available for the Purpose of the Supply.

Event on Request of Owners or Occupiers.

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

Security for Payment of Rate.

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

Justice may determine Nature of Security.

49. If and whenever the Company, not being entitled to require or not having required any Security, wilfully fail for Seven Days after being thereunto required in Writing by any such Person, or, when the Security agreed on or determined by the Justice is given, wilfully

Penalty for Failure.

wilfully fail for Seven Days thereafter, to provide and lay all proper and sufficient Communication, Service, and other Pipes, or to furnish a Supply of Gas pursuant to the Provisions of this Act, the Company shall, on a summary Conviction before a Justice, forfeit and pay to the Owner or Occupier not exceeding Five Pounds for every Day after the Expiration of Seven Days during which the Failure continues.

Consumers may be required to consume by Meter.

50. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter, and every Consumer may require the Company to allow him to consume the Gas by Meter.

Company to supply public Lamps when required.

51. The Company shall at all Times well and effectually supply with Gas all and every of the public Lamps in the Streets within the Town and Parish of *Clevedon* which the Local Board from Time to Time may require to be lighted, and shall, according to the Terms and Provisions of this Act, supply the said Lamps with Gas at a Rate not exceeding the lowest Price charged by the Company to any private Consumer: Provided that the Company shall not be bound to supply Gas to any Lamp which may be erected by the Local Board at a Distance exceeding Fifty Yards from any of the Mains of the Company.

Notice to Company of putting up Meters.

52. Before any Person shall connect or disconnect any Meter through which any of the Company's Gas is intended to be or has been registered, he shall give not less than Twenty-four Hours Notice in Writing to the Company of his Intention so to do.

Repair of Meters.

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

Power to the Company to let Meters.

54. The Company may let for Hire any Meter for ascertaining the Quantity of Gas consumed or supplied, and any Fittings thereto, for such Remuneration in Money, and on such Terms with respect to the Repair of such Meter and Fittings, and for securing the Safety and Return to the Company of such Meter, as may be agreed upon between the Hirer and the Company, and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to the Company for Gas; and such Meters and Fittings shall not be

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: Provided always, that no higher Price shall be charged for the Use of a Meter by the Company than Twenty *per Centum* upon the Cost of such Meter, and the Company shall, if required by a Consumer, supply him with a Meter accordingly at such Price.

Register of Gas Meter to be primâ facie Evidence.

55. 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.

Power to remove Meters and Fittings.

56. The Company, after Forty-eight Hours Notice in Writing under the Hand of the Secretary or some other Officer of the Company 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 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 be discontinued, may 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 Company after due Inquiry, then by being affixed on some conspicuous Part of such Land, House, or Building.

Fraudulently injuring Meters, &c.

57. 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 prevent the same 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 the Company may also discontinue the Supply of Gas to the Person so offending until the Injury is remedied, and the Amount of the Damages are paid, 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.

58. If and whenever any Person supplied with Gas by the Company 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 Company's Gas, the Company may cut off or stop any Pipe by or through which Gas is supplied to him, and cease to supply him with Gas so long as the Cause of Injury remains or is not remedied, and also may recover in any Court of competent Jurisdiction from every Person so offending the Amount of all Loss, Damage, or Injury which the Company may sustain by reason of any such Thing or Failure, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in that Behalf.

Recovery of Gas Rents.

59. In case any Person who shall have been supplied with Gas by the Company, or who shall be liable to Payment in respect of a Supply of Gas under or by virtue of the Provisions of this Act, shall neglect or refuse to pay the Amount due in respect of such Supply for the Space of Fourteen Days after Demand thereof by the Company, their Agent or Collector, it shall be lawful for any Justice to issue his Summons to such Person requiring him to appear at a Time and Place named therein, and then and there to show Cause why the Sum so demanded should not be paid; and if on the Appearance of such Person, or in default of Appearance after Proof of the Service of the Summons, either personally or at the last known Place of Abode or of Business of such Person, no sufficient Cause can be shown to the contrary, it shall be lawful for any Justice to issue his Warrant of Distress for the Seizure and Sale of the Goods and Chattels of such Person for the Recovery of the Amount which may be proved before such Justice to be due from such Person, together with such Costs, including the Costs of cutting off the Gas, if the same shall have been cut off by the Company, as to such Justice shall seem just and reasonable.

Contents of Warrant.

60. 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.

61. 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.

Recovery of Sums due to

62. Whenever any Person neglects to pay any Rent or Sum due and payable by him to the Company, the Company may recover the same

same in any Court of competent Jurisdiction for the Recovery of Debts of the like Amount; and the Remedies of the Company under this Enactment shall be in addition to their other Remedies for the Recovery of such Rent or Sum. the Company.

63. In case any Consumer of the Gas of the Company shall leave the Premises where such Gas has been supplied, and leave 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 Company, or with the former Tenant, to pay or exonerate him from the Payment of such Arrears; but the Company shall supply their Gas to such incoming Tenant upon the usual Terms and Conditions, upon being required by him so to do. Incoming Tenant not liable to pay Arrears of Gas Rent.

64. All the Gas supplied by the Company 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. As to Quality of Company's Gas.

65. The Company shall within Six Months after the passing of this Act 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 the illuminating Power of all the Gas of the Company, so situate as to test the whole of the Gas from Time to Time supplied by the Company, and shall at all Times keep and maintain the experimental Meter and Apparatus in good Repair and working Order. Company to maintain the Meter to test illuminating Power of Gas.

66. The Local Board from Time to Time may, by Order in Writing, appoint some competent Person, not being One of their Officers or Servants, or an Officer or Servant of the Company, to test at the Works of the Company the illuminating Power of the Gas; and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Manager or other Officer of the Company make Experiment of the illuminating Power of the Gas by means of such experimental Meter and other Apparatus, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company, nor Trustees, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power to test the illuminating Power of the Gas.

Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine.

Costs of Experiment to be paid according to Event.

67. The Costs of and attending such Experiment, including the Remuneration to be made to the Person making the same, and the Costs of the Proceeding before the Justices, shall be ascertained by the 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 such Penalty being imposed on the Company, then those Costs shall be ascertained by the Justices, and shall be paid by the Local Board.

Penalties not cumulative.

68. Penalties imposed on the Company 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.

Liability to Gas Rent not to disqualify Justices.

69. 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.

Expenses of Act.

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

SCHEDULE referred to in the foregoing Act.

Certain Lands situate in the Parish of Clevedon in the County of Somerset, and bounded on the North-east and West by Lands belonging or reputed to belong to Sir Arthur Hallam Elton, Baronet, and on the South by Moor Lane.

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