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VICTORIÆ REGINÆ.

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Cap. cxxvii.

An Act for incorporating the *Enfield* Gas Company Limited, and extending their Powers; and for other Purposes. [15th *July* 1867.]

Deed of Settlement dated 22d Nov. 1850.

WHEREAS by a Deed of Settlement, dated the Twenty-second Day of *November* One thousand eight hundred and fifty, the several Persons Parties thereto were formed into a Company by the Name of "the *Enfield* Gas Company" for the Purpose of supplying the Town and Parish of *Enfield* and Neighbourhood in the County of *Middlesex* with Gas:—And whereas the Share Capital under such Deed was the Sum of Two thousand Pounds, divided into Four hundred Shares of Five Pounds each, with Power to increase such Capital to any Amount not exceeding Three thousand Pounds in the Manner mentioned in such Deed, and also to borrow any Sum of Money not exceeding the Sum of One thousand Pounds, and such Power to increase the Capital to the Sum of Three thousand Pounds was afterwards exercised by the Creation of Two hundred additional Shares of Five Pounds each: And whereas the Capital of the said Company was, by Resolution of the Shareholders at a Meeting duly convened and held on the Twenty-second Day of *May* One thousand eight hundred and fifty-five, increased to the

the Sum of Six thousand Pounds by the Creation of Six hundred additional Shares of Five Pounds each, with Power to borrow the Sum of Two thousand Pounds: And whereas the said Company was on the Thirteenth Day of *October* One thousand eight hundred and fifty-six duly incorporated under "The Joint Stock Companies Act, 1856," by the Name of "the *Enfield* Gas Company Limited:" And whereas, by virtue of a special Resolution of the Company duly passed, confirmed, and registered, as by Law is required, the Company have since increased their Capital to Twelve thousand Pounds by the Creation of One thousand two hundred additional Shares of Five Pounds each, with Power to borrow Two thousand Pounds in addition to the Sum of Two thousand Pounds before mentioned, amounting in the whole to the Sum of Four thousand Pounds so to be borrowed as aforesaid: And whereas the Sum of Five Pounds *per* Share has been called up and paid on One thousand two hundred of such First, Second, and Third mentioned Shares, amounting to the Sum of Six thousand Pounds, and the Sum of One Pound Five Shillings *per* Share has been also called up and paid on the One thousand two hundred last created Shares, amounting to the further Sum of One thousand five hundred Pounds, and amounting together to the Sum of Seven thousand five hundred Pounds, and the Company have borrowed the Sum of Five hundred and fifty Pounds, and all the Sums above mentioned amount in the whole to Eight thousand and fifty Pounds, and have been expended in carrying out the Purposes of the Company: And whereas the said Company, under the Powers of the said Acts, have purchased certain Freehold and Copyhold Lands in the Parish of *Enfield* in the County of *Middlesex* and erected Gasworks thereon, and laid Mains and Pipes, and for many Years past have manufactured and supplied Gas in the Parishes of *Enfield* and *Edmonton* in the County of *Middlesex* within the Limits defined by the said Deed of Settlement: And whereas it is expedient that further Provisions should be made for supplying Gas within the Town and Parish of *Enfield*, and that Part of the Parish of *Edmonton* in the County of *Middlesex* lying and being on each Side of the Metropolis Turnpike Trust Road, called the *London Road*, leading from the Town of *Enfield* to *London*, as far on the said Road as and including a certain House and Lands belonging to or occupied therewith, called or known by the Name of *Bush Hill House*, and that "the *Enfield* Gas Company" should be incorporated for such Purpose under the Powers of this Act, and that they should be authorized to raise further Monies, and that the Limits within which such Powers are to be exercised should be properly defined and extended: 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,

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

Short Title.

1. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Enfield* Gas Act, 1867."

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 several Acts of Parliament following, that is to say, "The Companies Clauses Consolidation Act, 1845," "The Companies Clauses Act, 1863," Parts I., II., and IV., "The Lands Clauses Consolidation Act, 1845," (except the Provision thereof with respect to the Purchase and taking of Lands otherwise than by Agreement,) "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847," shall be incorporated and are hereby incorporated with and form Part of this Act.

Interpretation of certain Expressions in this Act and in incorporated Acts.

3. Except as is by this Act otherwise provided, in construing the Acts incorporated herewith, or any of them, in connexion with this Act, the Expression "the Special Act" shall mean this Act; the Expression "the original Company" shall mean "the *Enfield* Gas Company Limited" constituted as aforesaid; the Expressions "the Company" and "the Undertakers" respectively shall mean the Company by this Act incorporated; and the Expressions "the Undertaking" and "the Gasworks" shall mean and include the Gasworks and Works connected therewith by this Act vested in or authorized to be made or maintained by the Company, and which are now executed or may hereafter be executed under the Authority of this Act; and the Expression "Superior Court" or "Court of competent Jurisdiction," or any other like Expression in this or the said incorporated Acts, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and the Expression "Quarter Sessions" in this and the incorporated Acts shall mean any Quarter Sessions holden in and for the County of *Middlesex*, or any Adjournment thereof.

Limits of Act.

4. The Limits of this Act for the Supply of Gas shall be and comprise and include the Parish of *Enfield*, save and except so much of the Ecclesiastical District of *Trent Park* as lies within the Parish of *Enfield*, and all other Parts of that Parish which lie Southward or Westward of an imaginary Line commencing at the Junction of the Palings forming the Eastern Boundary of *Trent Park* with the Southern Boundary of the Road leading from *Enfield* to *Hadley*, and thence running in a straight Line (across the said Road) to the Centre of the Road leading from *Enfield* to *Potter's Bar* at a Point opposite to *Red Lodge Lane*, thence in a North-westerly Direction along the Centre of the said Road leading from *Enfield* to *Potter's Bar* to the South-eastern Boundary of the *North Lodge Farm*, and thence towards the Eastern, Northern, and Western Boundaries of that Farm

to

to a Point in the Western Boundary of that Farm One hundred Yards Northward from the said Road leading from *Potter's Bar*, and thence running parallel to and at a Distance of One hundred Yards from the last-mentioned Road in a Westerly Direction to the Boundary between the Parishes of *Enfield* and *South Mimms*, and save and except that Part of the Parish of *Enfield* commencing at the Boundary of the said Parish near to a Place called *Fill Cap Corner*, thence along the Boundary of the aforesaid Parish of *Enfield* and the Parish of *Edmonton* South-east and East to the Southern Branch of a certain Brook called *Salmon's Brook*, thence Eastward along the Centre of that Brook to a Point where a certain Road leading from *Fill Cap Corner* to a certain Place known as *Swain's Farm* crosses the said Brook, thence Northward up to the Northern Branch of the said Brook to the Boundaries of the said Parishes of *Edmonton* and *Enfield*, thence West and North-west along the said Parish Boundary to a Point about One hundred Yards North of the Road leading from *Enfield* to *East Barnet*, and shall also comprise and include that Part of the Parish of *Edmonton* lying and being on each Side of the Metropolis Turnpike Trust Road, called the *London Road*, leading from the Town of *Enfield* to *London* as far on the said Road as and including a certain House and Lands belonging to or occupied therewith called or known by the Name of *Bush Hill House*.

Incorporation of the Company.

5. The original Company is hereby dissolved, and the several Persons and Corporations who immediately before the passing of this Act were Proprietors of Shares in the original Company, and the several Persons and Corporations who shall hereafter subscribe to or become Proprietors of Shares in the Undertaking, and their respective Executors, Administrators, Successors, and Assigns, shall be united into a Company for the Purpose of making and supplying Gas, Coke, Tar, and other Products arising or to be obtained from the Materials used in the Manufacture of Gas within the Limits of this Act, and for continuing, extending, maintaining, and from Time to Time renewing Gasworks for that Purpose on the Lands by this Act vested in them, with proper Works and Conveniences connected therewith, according to the Provisions of this Act and of the Acts herewith incorporated, by the Name of "the *Enfield* Gas Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall and may sue and be sued, and have a Common Seal, and shall have Power to purchase or lease and hold Lands, not exceeding Six Acres, for the Purposes of the Undertaking, subject to the Provisions of this Act.

Property of original Company vested in Company incorporated by this Act.

6. All Lands, Works, Erections, Buildings, Rights, and Easements which immediately before the passing of this Act were vested in or belonged to the original Company, or any Person on their Behalf, or to which the original Company were entitled either at Law or in Equity, and all Mains and Pipes, Pipe Girders, Pillars, Plugs, Irons, Gasometers,

Gasometers, Retorts, Meters, Apparatus, Gas Fittings, Matters, and Things which have been purchased or provided, laid down, erected, or placed in any House, Road, Street, or other Place or Land within the Limits of this Act, and which immediately before the passing of this Act were the Property of or belonged to the original Company, and all Personal Estate, Monies, Securities, Credits, Effects, and other Property of what Nature or Kind soever, and wherever fixed, laid, situate, or being, and all Claims and Demands, Rights, Remedies, and Choses in Action of the original Company, shall be and the same are hereby vested in the Company.

Articles of Association made void, but without Prejudice to Remedies for antecedent Breaches thereof.

7. Subject to the Provisions of this Act, the said Deed of Settlement shall, as to any future or prospective Operation thereof, from and after the passing of this Act, be wholly void and of none Effect; and the several Persons who shall have executed or assented to the said Deed of Settlement, and their Heirs, Executors, and Administrators, shall immediately from and after the passing of this Act stand and be in virtue thereof released and discharged from any future Obligation to observe, perform, abide by, fulfil, or conform to the said Deed of Settlement, or the Provisions or the Agreements therein contained: Provided always, that nothing herein contained shall release or discharge any Person from any Liability or Obligation in respect of any Breach of the Provisions of such Deed of Settlement which may have been incurred prior to the passing of this Act, but such Liability or Obligation shall subsist and continue and may be enforced, according to the Provisions of such Deed of Settlement, at any Time within Three Months after the passing of this Act.

Saving previous Rights and Liabilities.

8. Notwithstanding the Incorporation of the Company and the Avoidance of the said Deed of Settlement 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 original Company, or the Shareholders therein in that Capacity, shall be as valid as if the Company had not been incorporated and the said Deed of Settlement 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 Deed of Settlement 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 original Company, and the Shareholders therein in their Capacity of Shareholders: Provided always, that the

Generality of the Provisions contained in this Enactment shall not be confined or restricted by any Provisions of this Act.

Contracts, &c. prior to the Act to be binding.

9. All Deeds, Leases, Contracts, Bonds, and Agreements entered into or made before the passing of this Act by or with the original Company, or any Directors or Persons acting on behalf of the original Company, and in force at the Time of the passing of this Act, shall be as binding and of as full Force and Effect in all respects against or in favour of the Company, and may be enforced as fully and effectually, as if, instead of the original Company, or the Directors or Persons acting on behalf of the original Company, the Company had been a Party thereto; and all Bodies Politic or Corporate and all Persons whomsoever who immediately before the passing of this Act owed to the original Company any Rents or Remuneration for Gas or for Meters or Fittings, any Calls upon Shares, or any other Sums of Money, shall be liable for the Payment thereof to the Company, and in case of Nonpayment thereof, or of any Part thereof, the Company may proceed for the Recovery thereof and recover the same in such and the same Manner, and shall and may exercise the same Remedies in respect thereof, as if the same were due to the Company under the Provisions of this Act.

Actions, &c. not to abate.

10. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which shall be pending by or against the original Company, or to which the original Company shall be Parties, immediately before the passing of this Act, but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by, 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 original Company if this Act had not been passed, the Company being in reference to the Matters aforesaid in all respects substituted for the original Company.

As to Recovery of Debts of the original Company.

11. All Debts owing by the original Company immediately before the passing of this Act may be enforced against the Company in the same Manner as if such Debts had been incurred by the Company after the passing of this Act, and all Rates, Rents, or Sums of Money which but for the passing of this Act would have been due and payable to the original Company shall be paid to the Company, and shall be recoverable as Rates or Rents under this Act.

Trustees of the Company to be indemnified.

12. Every Person in whom or in whose Name any Lands, Works, Erections, Buildings, or Property belonging to the original Company were vested immediately before the passing of this Act, and who being

being duly authorized in that Behalf shall have entered into any Bond, Covenant, Contract, or Engagement in respect of or with reference to such Lands, Erections, Building, or Property, or who shall have entered into any other Contract on behalf of the original Company, shall be indemnified and saved harmless out of the Funds or Property of the Company from all Liability and against all Loss, Costs, Charges, and Expenses which he may sustain, incur, or be put unto by reason or in consequence of his having entered into any such Bond, Covenant, Contract, or Engagement.

Officers to continue.

13. Every Secretary, Clerk, Treasurer, and Officer appointed by the original Company, and in Office at the Time of the passing of this Act, shall hold and enjoy his Office and Employment with the Salary or other Remuneration thereunto annexed, and be deemed an Officer of the Company, until he resigns or is removed from such Office, and shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Powers of Removal, Rules, Regulations, Pains, and Penalties in all respects whatsoever, as if he were appointed under this Act.

Capital of Company and Division into Shares.

14. The Capital of the Company shall be Twenty-four thousand Pounds, and shall be divided into Two thousand four hundred Shares of Ten Pounds each.

Shares not to issue until One Fifth paid up.

15. It shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

New Shares vested in Holders of existing Shares.

16. Subject to the foregoing Provision, every Person who immediately before the passing of this Act was possessed of or entitled to Two or more Shares of the First Issue of One thousand two hundred Shares in the original Company, as before mentioned, shall in respect thereof be possessed of or entitled to One Share in the Capital of the Company of Ten Pounds in lieu of every Two such Shares; and every Person who as aforesaid was possessed of or entitled to Two or more Shares of the Second Issue of One thousand two hundred Shares in the original Company, as before mentioned, shall in respect thereof be possessed of or entitled to One Share in the Capital of the Company of Ten Pounds in lieu of every Two such Shares, but as having paid up only Two Pounds Ten Shillings on each such Share: Provided always, that where any Person holds an uneven Number of the said Shares of Five Pounds each, the odd Share shall be deemed and taken to be a Half Share of Ten Pounds and so many Half Shares as may be necessary shall be issued by the Company accordingly: Provided that whenever Two Half Shares come into the Possession of

of the same Person, such Two Half Shares shall be consolidated into a whole Share.

Company may cancel existing Shares, and issue new Shares in lieu thereof.

17. It shall be lawful for the Company and they are hereby required to call in and cancel the existing Shares in the Capital of the original Company, and to issue in lieu thereof new Shares to the Owners of the Shares in the Capital of the original Company in the Form and under the Conditions prescribed by "The Companies Clauses Consolidation Act, 1845," and this Act.

New Shares to be subject to the same Trusts as the old Shares.

18. All Persons and Corporations in whom any Share or Shares in the Capital of the Company shall become vested under the Provisions aforesaid shall stand and be possessed of every such Share upon the same Trusts, and subject to the same Powers, Provisions, Declarations and Agreements, Charges and Incumbrances, as the Trusts, Powers, Provisions, Declarations and Agreements, Charges and Incumbrances, upon and to which the Share or Shares in the Capital of the original Company, in respect of which such Shares in the Capital of the Company shall become vested in such Person, was subject and liable at the Time of the passing of this Act, and so as to give Effect to and not revoke any Will or Testamentary Instrument disposing of or affecting any such Share or Shares in the Capital of the original Company.

Limit of Dividends on new Capital.

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

Calls.

20. The Directors of the Company may from Time to Time make Calls in respect of each Share until each such Share shall be fully paid up, but the Amount of any Call shall not exceed One Pound *per* Share, and the Interval between every successive Call shall not be less than Three Months.

Power to borrow on Mortgage.

21. When Twenty thousand Pounds, Part of the Share Capital of Twenty-four thousand Pounds, shall have been *bonâ fide* subscribed for, issued, and accepted, and One Half thereof shall have been paid up, the Company may borrow on Mortgage for the Purposes of this Act any Sum of Money not exceeding in the whole the Sum of Five thousand Pounds, including any Sum owing at the Date of this Act, and when the further Sum of Four thousand Pounds, the Remainder of the Share Capital of the Company, shall have been *bonâ fide* subscribed for, issued, and accepted, and One Half thereof shall have been paid up, the Company may borrow on Mortgage for the Purposes of this Act the further Sum of Five hundred Pounds; but no Part of any

any Sum or Sums of Money which the Company are hereby authorized to borrow shall be borrowed until the Company shall 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 required Amount of the Capital of the Company has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth 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 shall be sufficient Evidence thereof.

The Receipt of Guardians, &c. shall be a Discharge.

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

Application of Monies raised.

23. All Money to be raised under the Provisions of this Act, whether by means of Shares, or by the Exercise of the Powers of borrowing, shall be applied to the Purposes by this Act authorized, and to no other Purpose.

First and other Meetings.

24. The First General Meeting of the Shareholders of the Company shall be held within Two Months after the passing of this Act, and the future General Meetings shall be held in the First Week of the Month of *February* in each succeeding Year, or at such other stated Period as shall be appointed for that Purpose by an Order of a General Meeting; and all Meetings, whether ordinary or extraordinary, shall be held within the said Parish of *Enfield*, and the Quorum of every Meeting of the Company shall be Six Shareholders holding in the aggregate Two hundred Shares in the Undertaking.

Manner of voting at Meetings.

25. At all Meetings of the Company every Holder of a Share or Shares in the Capital of the Company shall be entitled to vote, and each Shareholder shall have One Vote in respect of every Share he or she may hold or possess in the Company up to Ten Shares, and no One Shareholder shall have more than Ten Votes notwithstanding any Number of Shares he or she may hold or possess in the said Company above Ten.

Number of Shareholders to call Extraordinary Meetings.

26. The Number of Shareholders on whose Requisition an Extraordinary Meeting of the Company may be required to be convened shall

shall not be less than Six, holding in the aggregate not less than Two hundred Shares in the Capital of the Company.

Period for balancing the Company's Books.

27. The Books containing the Accounts of the Company in relation to the Execution of this Act shall be balanced up to the Thirtieth Day of *June* and the Thirty-first Day of *December* in each Year.

Number of Directors.

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

Qualification of Directors.

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

First Directors.

30. The Persons who at the Time of the passing of this Act are the Directors of the original Company shall be the First Directors of the Company.

Quorum of Directors.

31. The Quorum of a Meeting of Directors shall be Three, but if at any Time the Number of Directors is reduced to Three the Quorum shall be Two.

Election of Directors.

32. At the Ordinary Meeting of the Company to be held in the Month of *February* next after the passing of this Act 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 agreeable 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.

Powers to maintain and erect Gas-works, and to supply Gas, &c.

33. Subject to the Restrictions herein contained, the Company may, upon all that Plot, Piece, or Parcel of Land situate at or near to the Street or Road called *Sydney Road* in the Parish of *Enfield*, bounded on or towards the North by a private Road and Property belonging to or reputed to belong to *William Ebben*, the Reverend *John Soper*, *James Thomas Soper*, and *Benjamin Robinson*, on or towards the East by *London Road*, on or towards the West by *Sydney*

Sydney Road, and South by Property belonging to or reputed to belong to Mrs. *Taylor*, *William Hall*, and *Mordaunt Martin Monro*, before the passing of this Act in the Possession and Occupation of the original Company, maintain, make, erect, lay down, provide, and renew Gasworks, and also Retorts, Gasometers, Receivers, Drains, Sewers, Mains, Service and other Pipes, Meters, Lamp Posts, Stop-cocks, Burners, Machinery, and other Works and Apparatus, Houses, Warehouses, Buildings, Fences, and Approaches, 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, and may manufacture and deal in Coals, Clay, Lime, Coke, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and other Matters the Produce of the Coals or other Materials which may be employed in the Manufacture of such Gas, and may manufacture or provide, supply, or deal in Gas Fittings, Tubes, Meters, and Pipes, and do all other Acts and supply and provide all other 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: Provided always, that the Company shall not manufacture nor store Gas on any other Lands and Premises: Provided also, that nothing in this Act contained shall prevent the Company from being liable to an Indictment for Nuisance, or to any other legal Proceeding to which they may be liable, in consequence of any of the Operations mentioned in this Section.

Company may contract for lighting Streets.

34. It shall be lawful for the Company from Time to Time to enter into or make any Contract or Agreement with the Trustees, the Board of Health, Local Board, or other Person or Persons having the Control, Direction, or Management of the several Streets, Roads, Lanes, Bridges, and other public Passages and Places, or any of them, within the Limits of this Act, for lighting and supplying the same, or any of them, or any Part thereof, with Gas, or for providing the same with Lamp Pillars and Posts, Lamp Brackets, Lamps, and Glass, and Repairs thereof respectively, and also from Time to Time to make and enter into any Contract or Agreement with any Body Corporate or Person whomsoever for lighting and supplying with Gas any Church, Chapel, Shop, Inn, Tavern, Dwelling House, Mill, Manufactory, Warehouse, or other public or private Building, in such Manner, under such Conditions, and upon such Terms as shall be agreed upon between the Company and the respective Body or Bodies Corporate, Trustees, Board of Health, Local Board, or other Persons respectively; and such Trustees are hereby authorized and empowered, with the Consent of the Inhabitants of the Townships in which such Streets, Roads, Lanes, Bridges, and other public Passages and Places shall be situate, in Vestry assembled, to contract and agree with the Company, and to pay out of any Money which shall come

to

to their Hands, or over which they shall have Control, such Sum or Sums of Money as shall from Time to Time have been contracted or agreed to be paid to the Company for lighting the same Streets, Roads, Lanes, Bridges, and other public Passages or Places, or any of them, with Gas as aforesaid.

Company may lay down Pipes for lighting.

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

Company may require Consumers to use Meters.

36. Every private Consumer of the Gas supplied by the Company shall, upon being required by the Company by Notice in Writing so to do, consume the Gas so supplied by Meter to be provided by the Company at the Expense of the Consumer, or (at the Option of the Consumer) to be provided by the Consumer, and to be approved by the Company before it is used or set up.

Consumer to keep his own Meter in proper Order.

37. Every Consumer of Gas supplied by the Company shall at all Times at his own Expense keep all Meters belonging to him whereby any Gas of the Company is measured or registered in proper Order for connecting, measuring, and registering such Gas, in default whereof the Company may cease to supply Gas through such Meter until such Defect is remedied.

Company to have Access to and Power to remove and examine Meters.

38. The Company shall at all Times between Sunrise and Sunset be entitled to have Access to and to test and inspect all Meters, whether belonging to themselves or to the Consumer, in order to ascertain whether the same are in proper Order for correctly measuring and registering Gas, and to take off and remove such Meters for that Purpose; and such taking off, Removal, taking, and inspecting shall be done so as to cause as little Inconvenience to the Consumer or Interruption to his Business as may be, and at the Expense of the Company, unless the Meter shall be the Property of the Consumer, and it shall appear on such testing and Inspection that the same was not in proper Order for correctly measuring or registering Gas, in which Case such Expense shall be borne and paid by the Consumer, and the Company may recover the Amount thereof from him in the same Manner as any Sum due from such Consumer for Gas supplied to him may be recovered by them.

39. Every

Penalty for injuring as G Meters.

39. Every Person who fraudulently alters any Meters, or any Part of any Meter, employed for measuring or registering the Supply of Gas by the Company, or any Pipe connected therewith, or who in any way fraudulently, wilfully, or knowingly prevents any such Meter from duly measuring or registering the Quantity of Gas supplied, or who knowingly or wilfully destroys or effaces any Stamp or Mark which is now or may hereafter be used for the stamping or marking of any Meter employed for measuring or registering the Supply of Gas by the Company, shall for every such Offence forfeit 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 in consequence thereof, and the Company may also take off or discontinue the Supply of Gas to or for the Use of the Person so offending, notwithstanding any Contract which may have been previously entered into.

Incoming Tenant not liable for Arrears.

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

Power to remove Meter and Fittings.

41. The Company, after Forty-eight Hours Notice in Writing under the Hand of the Secretary of the Company to the Occupier, or if unoccupied then to the Owner or Lessee of any Land, House, or Building in which any Pipes, Mains, Meters, or Fittings belonging to the Company are laid or fixed, and through or in which the Supply of Gas shall from any Cause be discontinued, may enter such Land, House, or Building between the Hours of Nine in the Morning and Four in the Evening, and remove such Pipes, Mains, Meters, or Fittings, the Company repairing all Damages caused by such Removal; and every such Notice shall be served by being delivered to the Person for whom it was intended, or left at his usual or last known Place of Abode or Business, or sent by Post addressed to such Person, 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.

Quality of Company's Gas.

42. All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by not less than Fourteen Sperm Candles of the best Quality of Six in the Pound burning One hundred and twenty Grains *per* Hour.

Price of Gas.

43. The maximum Charge for Gas supplied by the Company shall be after the Rate of Five Shillings and Sixpence *per* Thousand Cubic Feet of Gas.

Company to erect a Meter to test the illuminating Power and Purity of Gas.

44. The Company shall, within Twelve Months after the passing of this Act, cause to be erected in some convenient Part of their Works an experimental Meter, furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney, or other approved Burner and Chimney, capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus, for testing the illuminating Power and Purity of the Gas, and such experimental Meter shall be so erected as to provide for the whole of the Gas supplied by the Company being subjected to the Operation of the experimental Meter.

Justice on Requisition of Consumers may appoint Inspector of Gas.

45. Any Justice, not being a Shareholder of the Company, on receiving a Requisition signed by not less than Five Consumers of Gas of the Company, may, by Order in Writing, appoint some competent Person to proceed to the Works of the Company for the Purpose of testing the illuminating Power of the Gas supplied by the Company, and the Person so employed may at any reasonable Hour in the Daytime, on producing such Order, enter on the Premises of the Company, and in the Presence of the Superintendent or other Officer of the Company make Experiment of the illuminating Power and Purity of the Gas passing through such experimental Meter as aforesaid; and if it shall be proved to the Satisfaction of any Two Justices, not being Shareholders of the Company, after hearing the Parties, that the Gas supplied by the Company did not, when so tested, equal the illuminating Power required by this Act, or that the Company or their Officers hindered or prevented such Experiment being made, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds for each Offence as the Justices shall determine.

Costs of Experiment.

46. The Costs and Expenses attending any such Experiment shall be ascertained by the said Justices, and shall be paid by the Company in the event of their being convicted in any such Penalty as aforesaid, but otherwise shall be paid by the Consumers making such Requisition as aforesaid.

Recovery of Sums by Action.

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

48. In

Recovery of Gas and Meter Rents by Distress.

48. In case any Person shall neglect or refuse to pay the Amount due from him to the Company in respect of Gas Rates or Rents, or the Sale or Hire of Gas Fittings, Meters, Mains, Pipes, or Tubes, 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 Amount so demanded should not be paid; and if on the Appearance of such Person, or, in default of Appearance, after Proof of Service of the Summons, either personally or at the last known Place of Abode or Business of such Person, no sufficient Cause can be shown to the contrary, it shall be lawful for such 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 Cost 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 Summons or Warrant.

49. Any Summons, Warrant, Notice, Demand, or other Process 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.

Penalties not cumulative.

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

Liability to Gas Rate not to disqualify Justices.

51. No Judge of a County Court and no Justice, except as hereinbefore provided, shall be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent, Rate, or other Charge under this Act, or of his being a Shareholder of the Company.

Expenses of Act.

52. All the Costs, Charges, and Expenses of applying for or passing this Act, or incident thereto, shall be paid by the Company.

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