ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

****

Cap. lxix.

An Act to incorporate the *Great Central* Gas Consumers Company. [3d *July* 1851.]

WHEREAS by a Deed of Settlement dated the Twenty-third Day of *August* One thousand eight hundred and forty-nine several Persons established themselves together into a Company under the Name and Title of "The *Great Central* Gas Consumers Company," for the Purpose, among other things, of manufacturing, purchasing, and supplying the City of *London* and the Liberties thereof, and other Places adjacent thereto, with Gas, and the Company has been completely registered under and according to the Provisions of the Act of Parliament passed in the Seventh and Eighth Years of the Reign of Her present Majesty, intituled *An Act for the Registration, Incorporation, and Regulation of Joint Stock Companies:* And whereas the Company did on the Thirteenth Day of *February* One thousand eight hundred and fifty enter into a Deed of Covenants with the Commissioners of Sewers of the City of *London*, to the Effect that the Company should apply to Parliament for an Act to include certain Clauses agreed to by and between the said Commissioners and the Company with respect to

7 & 8 Vict. c. 110.

breaking up the Streets, and binding the Company, amongst other things, to supply Gas, of a Quality to be defined and settled by such Act, at a maximum Price of Four Shillings *per* Thousand Cubic Feet, to be reduced to Three Shillings and Sixpence and Three Shillings *per* Thousand Cubic Feet as soon as the Consumption thereof will enable the Company to make the Reduction out of Excess of Profits, after paying their Shareholders a Dividend of Ten *per Cent. per Annum*, and to provide for the Appointment of a public Auditor by the Corporation of *London* or the Board of Trade to audit and publish the Accounts of the Company, and also to bind the Company to supply Meters and Services gratuitously to the Consumers, and to authorize the Appointment of Inspectors by the Corporation of *London* or the Magistrates to stamp and test such Meters as between the Company and the Consumers, and of eminent Chemists to test the Quality of the Gas to be supplied by the Company, and to secure that it shall be equal to the stipulated Standard: And whereas the Company have erected their Works at *Bow Common* in the County of *Middlesex*, and, with the Consent and Permission of the Commissioners of Sewers, have laid down Mains and Pipes within the said City of *London* and the Liberties thereof, and are now engaged in supplying the same with Gas: And whereas it is expedient that the Company should be incorporated in the Manner herein-after mentioned, and that the Powers of the Company should be altered, amended, and enlarged, for carrying into effect the Stipulations contained in the said Deed of Covenants, and for more effectually carrying on their Undertaking; but the same 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,

Provisions of 8 & 9 Vict. cc. 16. & 18., and 10 & 11 Vict. c. 15. incorporated with this Act.

I. That the several Acts of Parliament following, (that is to say,) the Companies Clauses Consolidation Act, 1845, the Lands Clauses Consolidation Act, 1845, and the Gasworks Clauses Act, 1847, shall be incorporated with and form Part of this Act, and shall be construed herewith as forming One Act, and shall be applicable to the Undertaking and Works hereby authorized to be carried on, and the Provisions of the said Acts shall be and be deemed to be the Provisions by which the said Company shall be regulated and constituted, except so far as the same or any Part thereof may be inconsistent with the Provisions of this Act.

Nothing to authorize the taking of

II. That nothing in the said Lands Clauses Consolidation Act or in this Act contained shall authorize the Company hereby incorporated

porated to purchase, take, or use any Lands, unless with the Consent of and by Agreement with the Owners and Occupiers thereof. Land without Consent.

III. That in citing this Act in other Acts of Parliament, or in any legal Instruments, it shall suffice to use the Expression "The *Great Central* Gas Consumers Act, 1851." Short Title.

IV. That the Words "Limits of this Act" shall be held to include the City of *London* and the Liberties thereof, and also the several Parishes, Townships, Hamlets, Precincts, Liberties, and extra-parochial and other Places following, or some Part or Parts thereof; (that is to say,) the Parish of *Bromley Saint Leonard*, the Hamlet of *Mile End Old Town*, the Parish of *Saint Botolph without Aldgate*, the Parish of *Saint Mary Whitechapel* otherwise *Saint Mary Matfelon*, the Parish of the *Trinity Minories* otherwise called the Parish of the *Holy Trinity Minories*, the Parish of *Saint Botolph without Aldersgate*, the Parish of *Saint Sepulchre*, and so much of the Parish of *Saint Matthew Bethnal Green* as is included within the Boundary of the Hamlet of *Mile End Old Town* and a Line parallel to and Fifty Feet to the Northward of the *Whitechapel* or *Mile End Road*; all which said Parishes, Townships, Hamlets, Precincts, Liberties, and extra-parochial and other Places are situate within the County of *Middlesex*. Limits of Act.

V. That the Company hereby incorporated, and their Successors, shall from and after the passing of this Act be united into and form a Corporation Aggregate, to all Intents, for effecting the Purposes herein mentioned, by the Name of "The *Great Central* Gas Consumers Company," and by that Name shall continue to be and shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall sue and be sued in their corporate Capacity, and in no other Manner whatsoever, and shall have Power from Time to Time to purchase or take on Lease or hold Lands, Tenements, Hereditaments, and Premises within and subject to the Restrictions herein contained, for the Purposes of the Company or Undertaking. Incorporation of the Company.

VI. That the several Persons constituting the Company at the Time of the passing of this Act shall severally and respectively continue and remain liable to all Debts and Demands incurred before the passing of this Act, in such Manner and to such Extent as they would have been liable if this Act had not been passed. Existing Members to continue liable to Debts incurred before passing of this Act.

VII. That the Capital of the Company shall be Two hundred thousand Pounds. Capital.

VIII. That

Shares. VIII. That the Number of Shares into which the said Capital shall be divided shall be Twenty thousand, and the Amount of each Share shall be Ten Pounds.

Calls. IX. That Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and that Two Months at the least shall intervene between successive Calls.

Power to borrow on Mortgage. X. That it shall be lawful for the Company, in addition to the Share Capital herein-before authorized to be raised, to borrow on Mortgage, or Bond or Debenture, any Sum or Sums of Money not exceeding in the whole the Sum of Sixty-six thousand Pounds, but that no Part of such Sum shall be raised until the whole of the said Capital shall have been subscribed for, and One Half thereof actually paid up,

Number and Qualification of Directors. XI. That (subject to the Provisions herein contained for increasing or reducing the Number of Directors) the Number of Directors shall be Eleven, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking, but such Qualification may be increased to any Number not exceeding One hundred Shares at any Time after the passing of this Act, by a General Meeting of the Shareholders lawfully summoned to consider that Question,

Power to vary the Number of Directors. XII. That it shall be lawful for the Company from Time to Time to increase or diminish the Number of Directors of the Company, but the whole Number of Directors after such an Increase or Reduction as aforesaid shall not be greater than Sixteen nor less than Eight,

First Directors. XIII. That the Persons who at the Time of the passing of the Act shall be the Directors of the Company shall be the First Directors of the Corporation hereby created.

Remuneration to Directors. XIV. That the Directors of the Company shall not receive from the said Company for their Services as Directors more in any One Year than One thousand Pounds for the Year, until they shall reduce the Charge for Gas supplied to the Consumers to Three Shillings and Sixpence *per* Thousand Cubic Feet, and that when they shall reduce the Price to the Charge of Three Shillings and Sixpence *per* Thousand Cubic Feet, and during the Time that Gas shall continue to be supplied at that or at a less Price, the said Directors may receive for their said Services any Sum not exceeding the Sum of One thousand

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five hundred Pounds by the Year, which may be duly allowed to them by the Company hereby incorporated.

Corporation of London to appoint Persons to examine and audit the Accounts of the Company.

XV. That it shall be lawful for the Lord Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, to appoint, in the Month of *December* in every Year, One or more fit Person or Persons to examine and audit the Accounts of the Company for the preceding Year; and every such Auditor shall be paid by the Company the Sum of Three Guineas for every Day he shall be fully employed on such Audit, and all such Expenses as he shall be put to in the auditing of such Accounts; and the Company shall by their Officers produce and lay before the Auditor or Auditors at every such Audit the Accounts of the Company for the preceding Year, accompanied by proper Vouchers for the Support of the same, and submit to his or their Inspection all Books, Papers, Instruments, and Writings belonging to the Company; and such Auditor or Auditors shall audit the Accounts, and may examine any of the Directors or Officers of the Company whom he or they shall think fit, and whom he and they is and are hereby empowered to summon before him or them, for the Purpose of such Examination; and if such Accounts be found correct, or after correcting the same if incorrect, such Auditor or Auditors shall sign the same, and shall publish the same, at the Expense of the Company: Provided always, that in case such Auditor or Auditors shall, in the Exercise of his or their Discretion, think it fitting or necessary to make any Observation upon any Part of the Accounts of the Company produced to him or them, or shall disapprove of the Manner in which such Accounts are kept, he or they shall subjoin such Observation or Disapprobation to the said Accounts, and shall sign the same.

Accounts when signed to be published.

Contracts entered into with Company before passing of this Act may be enforced after passing of the same.

XVI. That all Contracts, Covenants, or Engagements entered into by any Shareholder in the Company so registered as aforesaid, or any Subscriber to the Funds thereof, or any other Person, with such Company, or with any Trustee, Director, or Person on behalf of such Company, at any Time before the passing of this Act, may be proceeded on by the Company hereby incorporated, and enforced in all respects as if they had been made or entered into with the said last-mentioned Company after the passing of this Act.

Contracts prior to Act to be binding.

XVII. That all Deeds, Surrenders, Assignments, Securities, Bonds, Covenants, Contracts, and Agreements entered into or made before the passing of this Act by the Company relating to the Undertaking, or by the Directors, Trustees, or Committee, or by any Persons acting on their Behalf, and at the Time of the passing of this Act in

force, shall be binding upon the Company hereby incorporated; and all Persons whatever who at the Time of the passing of this Act shall be Parties to any Surrenders, Assignments, Securities, Bonds, Covenants, Contracts, or Agreements relating to the Undertaking, entered into or made with the Company, or with or to any of the Members of the Company, or with or to any Director, Trustee, or Committee, or with or to any Person or Persons acting on their Behalf, and in force at the Time of the passing of this Act, shall be answerable to the Company hereby incorporated for the full Performance thereof, as if such Surrenders, Assignments, Securities, Bonds, Covenants, Contracts, or Agreements respectively had been made or entered into with the Company in pursuance of this Act; and all Persons whosoever who at the Time of the passing of this Act shall stand indebted to the Company, or to any Person or Persons acting on their Behalf, on account of the said Undertaking, shall be liable for the Payment thereof or of any Part thereof, and the Company are hereby empowered to proceed for the Recovery thereof, and to recover the same, in such and the same Manner as they might if the said Debt or Liability had accrued to the Company after the passing of this Act; and that the Company shall have and possess the same Remedies, in respect of all such Surrenders, Assignments, Securities, Bonds, Covenants, Contracts, or Agreements, as are given to them by this Act in respect of the Bonds, Covenants, Contracts, or Agreements made and entered into with the Company in pursuance of this Act.

Power to purchase or lease Lands not exceeding Twenty Statute Acres.

XVIII. That, subject to the Provisions of this Act, it shall be lawful for the Company hereby incorporated to hold and enjoy all Land held by the Company at the Time of the passing of this Act, and also to agree with the Owners of any Lands within the Limits of this Act which they may think requisite or proper for the Purpose of the said Undertaking, for the absolute Purchase for a Consideration of Money, or for a Lease on such Terms as may be agreed on, of any such Lands or such Parts thereof as they shall think proper, not exceeding, with the Land which may be held by the Company, Twenty Statute Acres in the whole, and of all subsisting Leases therein, and of all Rentcharges, Annuities, Mortgages, or Incumbrances affecting any such Lands, and all other Estates or Interests in such Lands, of what kind soever: Provided always, that the Consideration for any Lease which shall be granted of any such Lands in which any Person under Disability shall be interested shall be the best yearly Rent, payable half-yearly or oftener, that can be reasonably obtained, without taking any additional Sum of Money by way of Premium or otherwise: Provided also, that where any Lands shall have been already taken on Lease for the Purposes of the said Undertaking, or shall be taken

on Lease by virtue of this Act, the Company shall afterwards have Power to purchase the Reversion of such Lands, or the Discharge thereof from the Rents and Covenants reserved and payable in and by such Lease.

Vesting the present Gasworks and other Property in the Company.

XIX. That all the Main Pipes and other Pipes and Works which have been already purchased or provided, and laid down or placed in any Street within the Limits of this Act, by the Company called "The *Great Central* Gas Consumers Company," and belonging to them at the Time of the passing of this Act, and all the Gasworks, and all Pipes, Posts, Lamp Irons, Lamps, Meters, Lands, Tenements, Erections, Buildings, Matters, and Things, Monies, Stocks, Funds, and Securities, the Property of or belonging to the Company or to any Trustee or Trustees on their Behalf, and all Leases vested in them at the Time of the passing of this Act, shall be and the same are hereby vested in the Company incorporated by virtue of this Act.

Power to Company to continue Gasworks, &c., but not to manufacture Gas within the City of London, &c.

XX. That it shall be lawful for the Company, subject to the Restrictions contained in this and so much of the said Acts as are incorporated herewith, from Time to Time to continue, maintain, alter, or discontinue such Pipes, and to continue such Retorts, Gasmeters, Receivers, and Buildings, Cisterns, Engines, Machines, and other Apparatus, Cuts, Drains, Sewers, Watercourses, Reservoirs, Machinery, and other Works, and also such Houses and Buildings, upon the Lands now held, or hereby or by the aforesaid Acts authorized to be held or purchased, by the Company, and to do all other such necessary Acts and Things as they shall think proper for supplying the Inhabitants, and all public and private Buildings, and all public and private Lamps, within the Limits of this Act, with Gas, and also to manufacture or purchase and to contract for Gas and for the Supply thereof, and to sell Gas, and to sell, dispose of, or manufacture the Coke and other residuary Products arising from the Materials used in the Manufacture of Gas, in such Manner as the Company may think proper: Provided always, that nothing in this Act contained shall extend to empower the Company to manufacture Gas within the City of *London* or the Liberties thereof.

Power to Company to lay Mains and Pipes through certain Districts intervening between their Works and the City of London.

XXI. And whereas the Works of the Company are situate at *Bow Common* in the Parish of *Bromley Saint Leonard* in the County of *Middlesex*, and it is necessary, in order to enable the Company to supply with Gas the City of *London* and the Liberties thereof, that they should be empowered to lay Mains and Pipes, other than Service Pipes, through certain Parishes and Districts intervening between the said Works and the City of *London*, and some of which said Parishes

Parishes and Districts are now supplied with Gas by the *Commercial* Gas Company, the *British* Gaslight Company, and the *Radcliffe* Gaslight Company, and others thereof by the *City of London* Gaslight and Coke Company and the Gaslight and Coke Company: Be it enacted, That it shall be lawful for the Company and they are hereby expressly empowered, subject to the Provisions in the said Gasworks Clauses Act, 1847, contained, with respect to the breaking up of Streets for the Purpose of laying Pipes, and independent of and unrestrained by the Exception contained in Section 47 of the same Act as printed by the Queen's Printer, to lay Mains and Pipes, other than Service Pipes, through, under, or over any of the Roads, Streets, Squares, Bridges, Places, Courts, Lanes, or Alleys within the said Parishes of *Bromley Saint Leonard* aforesaid, the Hamlet of *Mile End Old Town*, the Parish of *Saint Botolph without Aldgate*, the Parish of *Saint Mary Whitechapel* otherwise *Saint Mary Matfelon*, the Parish of the *Trinity Minories* otherwise called the Parish of the *Holy Trinity Minories*, the Parish of *Saint Botolph without Aldersgate*, the Parish of *Saint Sepulchre*, and so much of the Parish of *Saint Matthew Bethnal Green* as is included within the Boundary of the Hamlet of *Mile End Old Town* and a Line parallel to and Fifty Feet to the Northward of the *Whitechapel* or *Mile End Road*, all within the County of *Middlesex*, or any or either of them, and to do all Acts necessary for that Purpose, without any other or further Superintendence or Permission than is required by the Provisions in the said Gasworks Clauses Act, 1847, contained, with respect to the breaking up of Streets for the Purpose of laying Pipes, independent of and unrestrained by the Exception contained in the 47th Section of the same Act as printed by the Queen's Printer; but, notwithstanding anything herein contained to the contrary, it shall not be lawful for the Company to supply and they are hereby prohibited from supplying Gas for any Purpose whatsoever to any Street, Church, Chapel, House, or other Building, out of the said City of *London* and the Liberties thereof, except for their own Use and Consumption.

Certain Sums to be paid by the Company to other Companies if they supply Gas to Places without the City of London, &c.

XXII. That if the Company shall after the passing of this Act supply Gas, except for the Purpose aforesaid, to any Lamp or Burner in any Street, Church, Chapel, House, or other Building without the said City of *London* and the Liberties thereof, then and as often as the same shall occur within such Parts of the said Parishes, Places, and Hamlets as lie within the Districts of the said *Commercial* Gas Company, the *British* Gaslight Company, and the *Radcliffe* Gaslight Company respectively, the Company shall pay to the said *Commercial* Gas Company, and also (as a separate Debt) to the *British*

British Gaslight Company, and also (as a separate Debt) to the *Radcliffe* Gaslight Company, the Sum of Forty Shillings for every such Lamp or Burner, public or private, as aforesaid, which the Company shall so supply with Gas as last aforesaid, and the Company shall pay in like Manner to the *City of London* Gaslight and Coke Company, and also (as a separate Debt) to the Gaslight and Coke Company, the Sum of Forty Shillings for every such Lamp or Burner, public or private, as aforesaid, which the Company shall so supply with Gas as aforesaid within so much of the Parishes of *Saint Botolph without Aldersgate* and the Parish of *Saint Sepulchre* and the Parish of *Saint Botolph without Aldgate* as are without the City of *London* and the Liberties thereof, and such Debts shall accrue and be recoverable each Time every such Lamp or Burner shall be so lighted, and such Debts may be recovered, with Costs of Suit, in any Court of competent Jurisdiction: Provided always, that nothing herein-before contained shall limit or abridge the respective Rights of the said Companies to enforce the Enactments herein contained by an Application or Applications to the High Court of Chancery.

As to the Quality of Gas to be supplied.

XXIII. That 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 Twelve Wax Candles of Six in the Pound burning One hundred and Twenty Grains *per* Hour, and such Gas shall be superior in Purity to the Gas in common Use supplied at or about the Seventh Day of *December* One thousand eight hundred and forty-nine by any of the Companies who then lighted the City of *London* or any Part thereof with Gas.

Limiting Price of Gas.

XXIV. That it shall not at any Time be lawful for the Company to demand and receive from any Person or Corporation who shall use or burn Gas manufactured or purchased and supplied by the Company, either for public or private Use, and used by the Meter, any Sum exceeding the Rate of Four Shillings *per* One thousand Cubic Feet of such Gas.

Dividend not to exceed Ten per Cent.

XXV. That the clear Profits to be divided amongst the Proprietors in any Year shall not exceed the Rate of Ten Pounds in the Hundred by the Year on the paid-up Capital of the Company, unless a larger Dividend be at any Time necessary to make up the Deficiency of any previous Dividend which shall have fallen short of the said yearly Rate.

If Profits exceed Ten per Cent. Price of Gas to be reduced.

XXVI. That if the clear Profit shall in any Year amount to a larger Sum than is sufficient, after making good the Deficiency in the Dividends of any previous Year or Years as aforesaid, to make a Dividend at the Rate of Ten Pounds in the Hundred, the Excess beyond the Sum necessary for such Purpose shall not be invested and form a Reserve Fund, as in the "Gasworks Clauses Act, 1847," directed, but shall be applied in making a proportionate Reduction in the Price to be thenceforth charged by the Company for the Gas supplied by them, and so from Time to Time until the Price charged for such Gas shall have been reduced to Three Shillings *per* Thousand Cubic Feet; and when and as soon as the Price charged by the Company for Gas supplied by them shall have been reduced to Three Shillings *per* Thousand Cubic Feet the Excess beyond the Sum necessary for the Purpose of making a Dividend at the Rate of Ten Pounds in the Hundred shall be applied in the Manner directed by "The Gasworks Clauses Act, 1847."

Pavement not to be taken up without Permission.

XXVII. That the Company shall not take up the Pavement or otherwise disturb the Surface of any Street within the City of *London* or the Liberties thereof, for the Purpose of laying down, altering, or removing any Pipe, or for any other Purpose whatever, without the previous Consent in Writing of the Commissioners of Sewers of the City of *London*, under the Hand of their Clerk, every such Consent to state the Name of the Street in which the Pavement is permitted to be taken up, and the Number of Square Feet of Pavement which may be removed or disturbed; and if the Company shall take up or disturb the Pavement or Surface of any Street within the City of *London* or the Liberties thereof without such previous Consent as aforesaid, or shall take up or disturb a greater Number of Square Feet of Pavement or Surface than shall be permitted by such Consent, the Company shall forfeit and pay the Sum of Forty Shillings for every Square Foot of Pavement which shall be so taken up or disturbed.

Streets to be broken up under Superintendence.

XXVIII. That whenever it shall be necessary, from any Cause whatever, for the Company to break up or open the Pavement, Surface, or Soil of any Street within the City of *London* or the Liberties thereof, such Street, and the Pavement, Surface, and Soil thereof, shall be broken up and opened, under the Superintendence of the Commissioners of Sewers of the City of *London*, at such Time and in such Manner as they shall direct.

No Ground to be broken up, and no Main Pipe

XXIX. That no Street, Bridge, Sewer, Drain, or Tunnel within the City of *London* or the Liberties thereof shall, except when the Commissioners of Sewers of the City of *London* shall direct or permit

permit the contrary, be opened or broken up, and no Main or Main Pipe shall be laid by the Company, after the Hour of Eight of the Clock in the Forenoon and before Seven of the Clock in the Afternoon, except with such Permission as aforesaid, but all Openings in the Streets within the Limits aforesaid shall be made, and all Pipes shall be laid, and the Road or Pavement, as well of the Footway as of the Carriage Road, shall be reinstated and made good, and all Rubbish shall be carried away, between the Hours of Seven of the Clock in the Afternoon and Eight of the Clock in the Forenoon; and if the Company shall, except by the Direction or with the Permission aforesaid, cause any Street, Bridge, Sewer, Drain, or Tunnel within the Limits aforesaid to be opened or broken up, or any Main or Main Pipe to be laid, or any Rubbish to be removed, or any Part of the Pavement to be reinstated or made good, after the Hour of Eight of the Clock in the Forenoon and before the Hour of Seven of the Clock in the Afternoon, they shall forfeit for every such Offence the Sum of Fifty Pounds: Provided always, that this Restriction shall apply and be held to apply only to the laying down by the Company of their Mains and Main Pipes in the first instance, and shall not extend to any subsequent opening of the Ground for any Purpose whatever.

to be laid, between certain Hours, without Consent of Commissioners of Sewers.

Penalty for Default.

XXX. That if the Company shall be desirous of laying down, in any Street within the City of *London* or the Liberties thereof, any new Line of Main Pipes for Gas, or of altering the Pipes, or the Line of any existing Main, in any Street within the said City or Liberties, they shall give at least Three Months Notice in Writing to the Commissioners of Sewers of the City of *London* of such Desire, and shall state in such Notice the Name of the Street and the particular Part thereof in which such Line of Main Pipe is intended to be laid down, and the Material and Diameter of such Pipes, and the Day on which the Work is proposed to be commenced, and the Time within which it will be completed.

Notice to be given previously to laying down new Line of Pipes.

XXXI. That if the Company shall displace, take up, or make any Alteration in the Pavement of any Carriage or Foot Way in any Street within the City of *London* or the Liberties thereof, without the Consent in Writing of the Commissioners of Sewers of the City of *London*, or shall cause any Obstruction in any Street within the said City or the Liberties thereof, the Company shall for every such Offence forfeit a Sum not excceding Five Pounds; and in case the Company shall not, within Twenty-four Hours after Notice in Writing by the Surveyor of the said Commissioners, cause the said Pavement which shall have been so displaced, taken up, or altered to be rein-

Penalty on Company altering Pavements without the Consent of the Commissioners.

reinstated and put into its proper State, or such Obstruction to be removed, then and in any such Case the said Commissioners may cause the same to be done, and the Costs and Charges thereof shall, on Demand, be paid to them by the Company, and in default thereof shall be recovered from the Company in the Manner herein-after provided.

Company to keep in repair for Three Years any Pavements taken up or relaid by them for laying Mains or Pipes.

XXXII. That when and as often as, in the Judgment of the Commissioners of Sewers of the City of *London*, or of their Surveyor for the Time being, it shall be necessary that any Part of the Pavement of any Street in which any Main or Pipe may have been driven or laid, or any Opening for any Purpose whatever made, by the Company, should be taken up and relaid, by reason or in consequence of any such Main or Pipe having been driven or laid, or any such Opening having been made therein, by the Company, it shall be lawful for the said Commissioners to cause any Part of the Pavement of such Street, or the whole of the Pavement of such Street (if in the Judgment of the said Surveyor it shall be necessary, in consequence of any Act of the Company, that the whole of such Pavement should be taken up,) to be taken up and relaid or otherwise repaired, and so from Time to Time as often as in the Judgment of the said Commissioners any such Necessity shall arise, and the full Amount of the Costs, Charges, and Expenses incurred thereby or in any Manner incident thereto, after the same shall have been ascertained and certified by the Surveyor of the said Commissioners, shall be immediately paid to the said Commissioners by the Company, and in default of Payment thereof may be recovered by the said Commissioners from the Company in the same Manner as any other Monies are by this Act directed to be recovered by the said Commissioners from the Company: Provided always, that the Company shall not be liable to repay or make good the Costs, Charges, and Expenses of taking up and relaying the Pavement of any Street which may have been disturbed by the Works of the Company after the Expiration of Three Years from the Time when the Pavement of such Street was last taken up or relaid for the Purpose of laying or relaying or examining such Mains or Pipes as aforesaid.

Commissioners to direct Pavements injured by Gas Pipes to be repaired by Company.

XXXIII. And for the more speedy and effectual repairing and relaying the Pavements of any Street within the City of *London* or the Liberties thereof which shall at any Time hereafter happen to be sunk, broken, injured, or damaged by reason or means of the breaking, bursting, or Want of Repair of any Pipe belonging to the Company, and laid beneath the Surface of such Pavement, or of relaying or repairing any such Pavement which shall be broken or taken up for

the Purpose of repairing or amending any such Pipe, it shall be lawful for the Commissioners of Sewers of the City of *London*, if they shall deem it proper and expedient so to do, to cause Notice to be given to the Company forthwith well and sufficiently to repair and make good such Pavement; and if the Company shall not, within Twenty-four Hours next after such Notice so given to them as aforesaid, take up such Pavement, and well and sufficiently repair and amend such Pipe, and cause the Ground to be well and sufficiently filled in and rammed down, and the said Pavement to be relaid and repaired to the Satisfaction of the said Commissioners, then the Company shall for every such Offence forfeit and pay any Sum not exceeding Twenty Pounds.

Penalty for Default.

XXXIV. That whenever the Pavement, Surface, or Soil of any Street within the City of *London* or the Liberties thereof shall be broken up or opened, it shall be lawful for the Commissioners of Sewers of the City of *London*, in case they shall think it expedient so to do, to direct their Contractor to fill in the Ground and to make good the Pavement or Surface or Soil so broken up or opened, and to carry away the Rubbish occasioned thereby, instead of permitting such Work to be done by the Company; and the Costs and Expenses of filling in such Ground and of making good the Pavement or Soil so broken up or opened, after having been certified by the Surveyor of the said Commissioners, shall be repaid, on Demand, to the said Commissioners, by the Company, and in default thereof shall be recovered by the said Commissioners from the Company in the Manner hereinafter mentioned.

Power to Commissioners of Sewers to cause Pavements, &c. to be repaired at the Expense of the Company.

XXXV. That if the Company shall take up any Part of the Pavement or otherwise disturb the Surface of any Street within the City of *London* or the Liberties thereof, for the Purpose of laying down, altering, or repairing any Gas Pipe, or for any other lawful Purpose, and shall not with due Diligence cause the Ground to be filled in, and the Pavement to be reinstated, and the Surface to be made good, in a proper and substantial Manner, and shall not in the meantime fence and guard the same, and affix and maintain Lights during the Night near to the Places where any Ground shall be open, so as to prevent any Accident, the Company shall for every such Offence forfeit a Sum not exceeding Five Pounds; and it shall be lawful for the Commissioners of Sewers of the City of *London* to fill in such Ground, and to remove such Rubbish, and to repair and make good the Pavement of any such Street so broken up, and properly to fence or guard any such Excavation, and to place and maintain Lights during the Night to prevent Accidents, as to them shall seem necessary, and the reasonable Costs and Charges thereof shall be paid by

Pavements disturbed by Company to be reinstated and Lights to be placed in the Night-time to prevent Accidents.

Penalty for Neglect.

the Company to the Treasurer of the said Commissioners, and in default of Payment thereof the Amount thereof shall be recovered from the Company as any Penalty is recoverable under "The Companies Clauses Consolidation Act, 1845:" Provided always, that such Pavement shall not be considered to have been reinstated in a proper and substantial Manner by the Company unless the same shall have been reinstated with the same or similar Materials of the like Quality and Thickness, and cemented and bound together in the same or in an equally substantial Manner as those of which it was composed, in such Manner as shall be satisfactory to the said Commissioners.

Gullies or ventilating Shafts belonging to the Sewers, if injured, to be repaired by the Commissioners, at the Expense of the Company.

XXXVI. That if in the Execution of the Powers of this Act granted, the Company shall in anyway injure or damage any Gully, ventilating Shaft, or other Appliance of the Sewers of the City of *London*, such Injury or Damage shall be made good by the Commissioners of Sewers of the City of *London*, or their Contractor, at the Expense of the Company, and the Costs and Expenses of repairing and making good the same shall, after the Amount thereof shall have been certified by the Surveyor of the said Commissioners, be repaid, on Demand, to the said Commissioners, by the Company, and in default thereof shall be recovered by the said Commissioners from the Company in the Manner herein-after mentioned.

Justice to settle Disputes as to Reinstatement of Pavements.

XXXVII. That if any Question shall arise between the Company and the Commissioners of Sewers of the City of *London* relative to the proper Reinstatement or sufficient or insufficient Repair of any Pavement within the City of *London* or the Liberties thereof, under the Provisions of this Act, it shall be lawful for any Justice, upon Complaint before him, to summon the Clerk or Engineer or other Officer of the Company and of the said Commissioners respectively, and to hear and determine the Matter in a summary Way, and to award and adjudge such Sum of Money by way of Damage against the Company, together with such Costs and Charges, as to such Justice shall seem proper; and the Amount of such Damages, Costs, and Charges so awarded and adjudged shall be recovered from the Company by Distress and Sale of their Goods and Chattels, in the same Manner as any Penalty is recoverable under "The Companies Clauses Consolidation Act, 1845:" Provided always, that it shall not be competent for any Justice to hear and determine any such Question as aforesaid unless Twenty-four Hours Notice shall have been given by the complaining Party to the other Party of the intended Application to such Justice, with the Grounds of such Complaint.

Penalty on Company supplying

XXXVIII. That if the Gas supplied by the Company shall at any Time be less pure or of a less illuminating Power than the same ought

ought to be (the Standard of such Purity and illuminating Power being the Standard herein-before mentioned), the Company shall forfeit for every such Offence the Sum of One hundred Pounds, and also, in addition to the said Penalty of One hundred Pounds, and whether such Penalty shall have been recovered or not, the Sum of Ten Pounds for each Day after Notice in Writing from the said Commissioners that the said Gas is inferior to the said Standard during which the Offence shall continue, or in which Gas of less than the Standard Purity or illuminating Power shall be supplied by the Company; all which Penalties shall be recovered, with full Costs of Suit, in any of the Superior Courts, by the Commissioners of Sewers of the City of *London*; but no Penalty shall be recoverable unless it be sued for during the Continuance of the Offence, or within Six Months after it shall have ceased.

Gas of inferior Quality to that herein-before mentioned.

Limitation of Time for Recovery of Penalties.

XXXIX. That it shall be lawful for the said Lord Mayor, Aldermen, and Commons, in Common Council assembled, at any Time or Times and from Time to Time, to appoint a practical Chemist or other competent Person to test the Quality of the Gas supplied by the Company.

Power to Corporation of London to appoint Persons to test Purity of Gas;

XL. That it shall be lawful for the said Lord Mayor, Aldermen, and Commons, in Common Council assembled, from Time to Time to appoint a fit Person, or so many fit Persons as they shall think fit, to be Inspector or Inspectors for the Purposes of this Act, who shall be paid by the Company such Salary or Allowance, and shall be subject to such Rules and Regulations, as may from Time to Time be determined and fixed by the Company and the said Commissioners of Sewers, and in the event of their not agreeing therein, by the Recorder of *London* for the Time being; and it shall be lawful for such Inspector or Inspectors, and he and they is and are authorized and empowered, at all Times, either by Night or by Day, to enter upon the Works of the Company, and also at all seasonable Times in the Daytime, with the Consent of the Occupier thereof, to enter into and upon any House, Building, or Place supplied by the Company with Gas, for the Purpose of inspecting the State and Condition of the Gasometers, Retorts, Mains, and Pipes, and other Apparatus for the Manufacture, purifying, or supplying of Gas, and also to open and inspect any Meter which may be supplied with Gas by the Company, whether such Meter shall be the Property of the Company or of the Consumer or of any other Person, and also to test, as between the Company and the Consumer, all Meters furnished or supplied by the Company, and to stamp the same; and if any Person shall hinder or prevent any such Inspector in the Performance of his

and to appoint Inspectors of Gas.

his Duties such Person shall forfeit a Sum not exceeding Forty Shillings.

Company to supply Meters and Service Pipes gratuitously.

XLI. That the Company shall and they are hereby required to provide gratuitously all Service Pipes for the Supply of Gas, and also to furnish every Person who shall have contracted for the Supply by the Company of Gas by Admeasurement, for such Time as he shall be so supplied, with a Meter for ascertaining the Quantity of Gas consumed by or supplied to him, without making any Charge for such Meter; and such Meters and Service Pipes 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 Fiat or Petition in Bankruptcy or Insolvency, against the Person in whose Possession the same may be.

Saving Rights of the Commissioners of Sewers of London.

XLII. That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers of the City of *London*, except as herein-before is enacted.

Nothing to empower the Company to interfere with the Commercial Road, without Consent.

XLIII. That nothing in this Act or in any Act incorporated therewith contained shall extend to empower the Company or their Successors to lay down Pipes in or upon, or to encroach upon, break up, alter, or interfere with the Road called "The *Commercial Road*," or the Footpaths, Sewers, Gutters, Cesspools, Sinks, Drains, and Watercourses thereunto belonging, under the Control or Management of the Trustees of the said Road, in respect of the said Road, without the special Consent in Writing of the Trustees of the said Road being first obtained at a Meeting to be held for the Purposes aforesaid: Provided always, that the Restriction hereby imposed shall not extend to any other Road or Branch Street within the Limits of this Act under the Jurisdiction of the said Trustees, save and except the said *Commercial Road*.

Notice to be given to Metropolitan Commissioners of Sewers of Interference with Drains.

XLIV. That where any of the intended Works to be done under or by virtue of this Act may pass over, under, or by the Side of, or in any other Manner so as to interfere with, any Sewer, Drain, or Watercourse under the Management or Control of the Metropolitan Commissioners of Sewers, the Company shall not proceed therein until the Company shall have given to the said Metropolitan Commissioners of Sewers Twenty-one Days previous Notice in Writing of their Desire, and a full Particular, Plan or Plans, of the Works so affecting any Sewers, Drains, or Watercourses aforesaid, and until the said Commissioners shall have sanctioned and approved the Mode of crossing, passing,

passing, or interfering with such Sewers, Drains, or Watercourses; and the Company shall and they are hereby required to adhere to and comply with all such Orders and Regulations as the said Commissioners may make with reference to the Company providing, by new, altered, or substituted Works, for the proper Drainage of and the preventing Injury to the Sewage of the District, and for guarding against any Impediment to the Drainage of the District or Districts through which any of the intended Works shall pass, and also saving harmless the said Commissioners against Expense; and all such Works as may be so required shall be done under the Direction and Control of the Surveyor or other Officer or Officers of the said Commissioners to be appointed for that Purpose; and when any new, altered, or substituted Sewers as aforesaid, or any other Works connected with Sewage, shall be completed by the Company, under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Control, and Management of the said Metropolitan Commissioners as any other Sewers, Drains, and Watercourses are or may be, and all the Rights, Powers, and Privileges and Authority of the said Commissioners shall remain in full force and virtue with reference to all such Sewers, Drains, and Watercourses, for all Purposes, and shall not be prejudiced or affected by this Act.

Expenses of Act.

XLV. That the Costs and Expenses incurred in obtaining this Act, and all Expenses incurred preparatory or relating thereto, shall be paid by the Directors out of the first Money which shall be received by them, or by the Company, under the Authority of this Act.

Penalties imposed by Act not cumulative.

XLVI. That no Penalty or Forfeiture imposed by this Act or by the said incorporated Acts or any of them, for or in respect of any Act or Default of the Company, shall be cumulative on any other Penalty or Forfeiture imposed for or in respect of the same Act or Default; but it shall be lawful for any Person entitled to proceed for any such Penalty or Forfeiture to elect to proceed under any of the said incorporated Acts.

Interpretation of Terms.

XLVII. That in this Act, and in the several Acts incorporated therewith, so far as regards the Construction of this Act, the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Spirit or Context repugnant to such Construction; (that is to say,)

The Expression "Quarter Sessions" in this Act and the said incorporated Acts shall be construed to mean the Quarter Sessions for the County of *Middlesex*, the Sessions for the City

of *London*, or the Sessions for the Liberty of Her Majesty's Tower of *London*, as the Case may be:

The Word "Justices" shall include the Lord Mayor, or any Alderman, or the Recorder of the City of *London:*

Where any Matter shall be authorized or required to be done by or before Two Justices, the Expression "Two Justices" shall be understood to mean Two or more Justices assembled and sitting together in Petty Session, or the Lord Mayor, or any One Alderman of the City of *London:*

The Word "Pavement" shall include Stone, and all Bricks, Tiles, Wood, Asphalte, or any other Preparation used in the lieu of Paving Stones.

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