ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. cxii.

An Act to incorporate the *Great Yarmouth* Gas Company, and make further Provision for lighting the Town of *Great Yarmouth* and certain neighbouring Places with Gas.

[29th *June* 1863.]

WHEREAS in or about the Year One thousand eight hundred and twenty-four a Company or Copartnership was formed, called "The *Great Yarmouth* Gaslight and Coke Company," for lighting with Gas the Town of *Great Yarmouth*, and any Parish or Place thereto next or near adjoining: And whereas in or about the Year One thousand eight hundred and forty-six the Copartnership was completely registered, under the Provisions of the Joint Stock Companies Act, Seventh and Eighth of *Victoria*, Chapter One hundred and ten, and the Copartnership was further registered, and became an incorporated Company, under the Joint Stock Companies Acts, 1856 and 1857, or one of them: And whereas the Copartnership or the said Company erected Gasworks, and laid down Mains and Pipes through the Streets and Roads of the said Town and the Neighbourhood thereof, for the Purpose of supplying the same with Gas, and have hitherto supplied Gas to the said Town and Neighbourhood accordingly:

And whereas since the First Establishment of the Copartnership the Population and Buildings of the Town and Neighbourhood of *Great Yarmouth* have considerably increased, and the Copartnership and the said Company, from Time to Time, as Occasion required, constructed Works and Extensions to meet the increased Wants of the said Town and Neighbourhood: And whereas the Sum of Thirty thousand Pounds or thereabouts has been invested in the Construction of the Works of the said Company, and more Capital is and will be required to meet the increasing Demands upon the Company for Gas: And whereas Part of the Land forming the Site of the present Gasworks of the said Company is vested in the said Company, or in Trustees for them, for a Term of Years only, and it is expedient that the said Company should be re-incorporated, and enabled to acquire the Reversion of the said Land, and to take or purchase certain other Lands in the Neighbourhood of their Works, for the Extension thereof, and that further Powers should be given to the said Company: 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Incorporation of Company.

1. From and after the passing of this Act the *Great Yarmouth* Gaslight and Coke Company, registered under the Joint Stock Companies Acts, 1856 and 1857, or One of them, shall be dissolved and cease to exist; and the present Shareholders in that Company, and all other Persons who may hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be and are hereby 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 by this Act and the said incorporated Acts authorized, by and under the Name of "The *Great Yarmouth* Gas Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have a Common Seal, and shall and may sue and be sued. and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained.

8 & 9 Vict. cc. 16. 18. and 10 & 11 Vict. c. 15. incorporated.

2. The several Acts of Parliament following; (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Gasworks Clauses Act, 1847," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act, except in so far as any of the Clauses of those Acts may be expressly varied by or be inconsistent with this Act.

3. In

Interpretation of Terms.

3. In construing the incorporated Acts respectively for the Purposes of this Act, and in construing this Act, the Words and Expressions herein mentioned or referred to shall have the Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the dissolved Company" shall mean the *Great Yarmouth* Gaslight and Coke Company dissolved by this Act:

The Expression "the Company," or "the Promoters of the Undertaking," or "the Undertakers," shall respectively mean the Company incorporated by this Act:

The Expression "the Special Act" shall mean this Act:

The Expression "the Works," or "the Gasworks," or "the Undertaking," shall respectively mean and include the Gasworks and Works connected therewith by this Act vested in or authorized to be made by the Company, and the Estate, Right, Title, Property, Privileges, and Effects of the Company:

The Expression "Local Board," or "Local Board of Health," shall mean the Mayor, Aldermen, and Burgesses of the Borough of *Great Yarmouth* in the County of *Norfolk*:

The Expression "Superior Court," or "Court of competent Jurisdiction," or any other like Expression, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute:

Other Expressions and Words to which in the incorporated Acts Meanings are assigned shall respectively have the same Meanings in this Act.

Limits of Act.

4. The Limits of this Act with respect to the Supply of Gas shall be the Parishes of *Great Yarmouth* and *Runham* and the Parish or Hamlet of *Southtown* in the County of *Norfolk*.

General Powers of the Company.

5. Subject to the Provisions of this and the incorporated Acts, the Company may make, sell, and supply Gas within the Limits of this Act, and may sell, manufacture, and dispose of Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and other Matters, the Products of the Coal or other Materials, or which can or may be compounded or produced from the Coal or other Materials employed in the Manufacture of such Gas, 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.

Present Property vested in Company incorporated by this Act.

6. 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 on their Behalf,

Behalf, or to which the dissolved Company were in anywise entitled, either 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, or which immediately before the passing of this Act were the Property of or belonged to the dissolved 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 the dissolved Company, shall be and the 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 in their Behalf, and may, according to the Provisions of this Act, be held and enjoyed, sued for and recovered, maintained, altered, discontinued, or removed by the Company, as they think fit.

Deed of Settlement to be void, without Prejudice to Remedies for antecedent Breaches thereof.

7. Subject to the Provisions of this Act, the Deed of Settlement of the dissolved Company 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 have executed the same, and their Heirs, Executors, Administrators, and Assigns, shall immediately from and after the passing of this Act stand and be by virtue of this Act released and discharged from any future Obligation to observe, perform, abide by, fulfil, or conform to the said Deed of Settlement, or the Covenants or Agreements therein contained, or any or either of them.

Saving previous Rights and Liabilities.

8. Notwithstanding the Dissolution of the dissolved 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 Co-partnership or 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 Deed of Settlement were not avoided by this Act, and such Incorporation and Avoidance and this Act respectively shall accordingly be subject and without Prejudice to every thing 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 dissolved Company and the Shareholders 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.

9. Except

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

9. 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 Copartnership or the dissolved Company, or any Trustees or Persons acting on behalf of the Copartnership or the dissolved Company, or by, to, 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 Copartnership or the dissolved Company, or the Trustees or Persons acting on behalf of the Copartnership or the dissolved Company, the Company had been a Party thereto.

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 was pending by or against the dissolved Company, or any Member or Shareholder thereof, in relation to the Affairs of the dissolved Company, or to which the dissolved Company or any Member or Shareholder 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 or in favour of or against the dissolved Company, or any Member or Shareholder 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.

11. 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 Shareholder 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.

Reimbursement of Shareholders in such Case

12. 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 may incur by reason of the Execution, and shall be entitled to Contribution for so much thereof as shall remain 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 Contributions in ordinary Cases of Copartnership.

Trustees to be indemnified.

13. 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 Copartnership or the dissolved Company, shall be indemnified and saved harmless out of the Funds or Property of the Company from and against all Liability, 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.

Company to satisfy Liabilities of dissolved Company.

14. From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the Company shall in 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 bear and pay 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 reserved.

15. 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 and Rents under this Act.

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

16. 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 and 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 are to remain in force.

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

18. All

Officers to continue till removed.

18. 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.

19. The Capital of the Company shall be Thirty thousand Pounds, subject to Augmentation as herein-after mentioned, and shall be divided into Eight hundred Shares of Thirty Pounds each and Eight hundred Shares of Seven Pounds Ten Shillings each, which shall be considered as fully paid up; and the Amount of Profit which the Company may divide in respect of such Shares shall not exceed the Rate of Eight Pounds Ten Shillings *per Centum per Annum* upon the Amount thereof.

Appropriation of Shares.

20. Every Person and Corporation who immediately before the passing of this Act was entitled to One or more original Shares in the Capital of the dissolved Company shall in substitution for each such Share be entitled to a Thirty Pounds Share in the Capital of the Company, and every Person and Corporation who immediately before the passing of this Act was entitled to One or more new Shares in the Capital of the dissolved Company shall in substitution for each such Share be entitled to a Seven Pounds Ten Shillings Share in the Capital of the Company, and the Shares to which such Persons and Corporations shall be so entitled shall vest in them accordingly; and every Share so vested shall be subject and liable to the same Trusts, Powers, Provisions, Declarations, Agreements, Charges, Liens, 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 shall call in and cancel existing Share Certificates, and issue new Certificates in lieu thereof.

21. 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.

22. In

Power to raise Capital.

22. In addition to the said Capital of Thirty thousand Pounds, it shall be lawful for the Company, with the Consent of Three Fifths of the Votes of the Shareholders present in person or by proxy at any General Meeting, or General Meetings convened with special Notice of the Purpose, from Time to Time to raise by the Creation of new Shares such further Sum or Sums as they may think proper, not exceeding in the whole Sixty thousand Pounds, but the Amount of Profit which the Company may divide in respect of any such new Shares shall not exceed the Rate of Seven Pounds Ten Shillings *per Centum per Annum* upon the Amount for the Time being paid thereon.

Amount of new Shares, and Calls thereon.

23. All new Shares created under the Powers of this Act shall be of such Amount each and payable by such Instalments or Calls as the Company may determine, provided that Twenty-five *per Centum* on the Amount of any Share shall be the largest Call which the Company may make thereon, and there shall be an Interval of Three Months between any Two Calls, and the aggregate Amount of Calls in One Year upon any Share shall not exceed Seventy-five *per Centum* on the Amount of such Share.

Shares to be offered by Public Auction.

24. Whenever any new Shares are issued for augmenting the Capital of the Company, the same shall be offered for Sale by Public Auction within the Borough of *Great Yarmouth*, in such Manner, at such Times, and subject to such Conditions of Sale as the Directors may from Time to Time determine.

Newspaper for Advertisements.

25. The Intention to sell any such Shares by Auction shall be duly advertised for Three successive Weeks previously to the Sale in some Newspaper published in the Borough of *Great Yarmouth*; and all Monies received upon every such Sale by way of Premium shall be applied for the Purposes of the Company, and shall not be considered a Part of the Capital of the Company entitled to Dividend, or be distributed amongst the Shareholders by way of Dividend.

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

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

Powers to borrow on Mortgage.

27. The Company may at any Time and from Time to Time after the passing of this Act borrow on Mortgage any Sum or Sums not exceeding in the whole One Fourth Part of the then paid-up Capital of the Company; and if the Company shall at any Time borrow on Mortgage more than such One Fourth, the Directors who shall have authorized such borrowing shall be personally liable to the Mortgagees for the Excess above such One Fourth; and such Liability may be enforced against any One or more of such Directors, who shall be entitled to Contribution from the other Directors who shall have authorized such borrowing, as in Cases of Partnership.

28. All

Application of Sums raised.

28. 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.

General Meetings.

29. The First Ordinary 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 Month of *February* in every Year thereafter; and all Meetings, whether ordinary or extraordinary, shall be held at such Place or Places within the Limits of this Act as may be appointed by the Company.

Quorum of Meetings.

30. The Quorum to constitute a General Meeting of the Shareholders of the Company shall be Six Shareholders holding in the aggregate not less than One thousand Pounds of paid-up Capital.

Extraordinary Meetings may be convened by Shareholders.

31. The Number of Shareholders who may convene Extraordinary Meetings of the Company shall not be less than Five, holding together not less than Five hundred Pounds of Capital of the Company.

Scale of voting.

32. At any General Meeting of the Company every Shareholder present in person or by proxy shall have One Vote for every Thirty Pounds of Capital of the Company held by him: Provided always, that no Shareholder shall be entitled to vote at any Meeting unless he shall have paid all Calls then due upon the Shares held by him.

Number and Qualification of Directors.

33. The Number of Directors shall not be more than Six nor less than Five, and the Directors shall be elected by the Shareholders, and the Qualification of every Director so elected shall be the Possession in his own Right of Three hundred Pounds of Capital of the Company.

First Directors.

34. 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.

First Directors, how long to remain in Office.

35. The First Directors of the Company shall continue in Office until the General Meeting to be held in the Month of *February* One thousand eight hundred and sixty-four, when One Third of the Directors shall retire from Office, and their Places be supplied by the Election of a like Number of duly qualified Shareholders; and the Number of Directors to go out of Office annually by Rotation shall be Two, but each retiring Director shall immediately or at any future Time be eligible for Re-election.

Supply of Vacancies.

36. If any Director die, or resign, or become disqualified or incompetent to act as a Director, or cease to be a Director by any other Cause than that of going out of Office by Rotation, his Place may be supplied

supplied by the surviving or continuing Directors, and the Director appointed shall continue in Office for the same Term as the Person in whose Place he has been appointed.

Quorum of Meetings of Directors.

37. The Quorum of a Meeting of Directors shall be Three.

Remuneration of the Directors and Auditors.

38. The Remuneration of the Directors and Auditors shall from Time to Time be fixed by a General Meeting of the Company, and shall be paid out of the Rents, Rates, or Sums receivable under this Act.

Accounts.

39. The prescribed Period at which the Books of the Company shall be balanced shall be the Thirty-first Day of *December* in every Year.

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

40. In all Proceedings against the Estate of any Bankrupt or Insolvent, or under any Fiat, Sequestration, or Act of Insolvency, any Person appointed for that Purpose by the Company, under their Common Seal, 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.

Power to purchase Lands and Reversion of Leasehold.

41. And whereas Plans showing the Lands whereof the dissolved Company or their Trustees are Lessees for a Term of Years only, and also the Lands which may be required for the Extension of the Works, and a Book of Reference to such Plans, containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of such Lands, have been deposited with the Clerk of the Peace of the County of *Norfolk*: Therefore, subject to the Provisions of this Act, the Company may enter upon, take, and use all or any of the said Lands, and the Reversion or any outstanding Interest thereof or therein; but, except upon any such Lands adjacent or near to the Company's existing Works for the Manufacture of Gas, or upon the Lands now occupied by such Works, the Company may not construct any Works for the Manufacture of Gas.

Powers for compulsory Purchases limited.

42. The Powers by this Act granted for the compulsory Purchase of Land shall not be exercised after the Expiration of Three Years from the passing of this Act.

Power to purchase Lands by Agreement.

43. The Company may from Time to Time purchase, by Agreement, for any of the Purposes of their Undertaking (except for constructing thereon Works for the Manufacture of Gas), any Quantity of Land not exceeding in the whole One Acre.

Company empowered to lay down Pipes, &c.

44. Subject to the Provisions in this and the incorporated Acts contained, it shall be lawful for the Company from Time to Time to maintain, make, construct, lay down, alter, or discontinue such Retorts, Gasometers,

Gasometers, Receivers, Pipes, Drains, Sewers, Machinery, and other Works and Apparatus whatsoever, and also such Houses, Buildings, and Approaches upon the Lands belonging to or held by the Company, and to do all such other Acts as they shall think proper for manufacturing and supplying Gas within the Limits of this Act, and for other Purposes authorized by this Act.

Power to lay Pipes against Buildings.

45. 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 the like 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.

Compelling Company to supply Consumers.

46. The Company shall, at the Request of any Owner or Occupier of any House, Part of a House, Factory, or Premises, or any public Body or private Company having Premises, or any public Lamp, furnish to such Owner or Occupier, public Body or private Company, a sufficient Supply of Gas for such House, Factory, Premises, or public Lamp at a Rate not exceeding the Rate by this Act limited, and in order thereto shall provide and lay all proper and sufficient Communications, Service and other Pipes, from and communicating with the Main up to the House, Factory, Premises, or public Lamp (but not within private Property); and if the Company fail to supply such Gas, or to provide and lay such Pipes, within a reasonable Time after such Request, then and in every such Case, on Proof before Two or more Justices of such Failure, and that the Company had no sufficient Excuse for such Failure to the Satisfaction of such Justices, the Company shall forfeit to the Party aggrieved such Sum not exceeding Five Pounds as the Justices think fit: Provided always, that the Company shall not be bound to supply any Gas under the foregoing Provision, except to the public Lamps, unless reasonable Security for Payment for the Gas to be supplied be given, if required: Provided also, that the Expense of laying all necessary Service Pipes of a greater Length than Thirty-five Feet from the Company's Mains shall be borne by the Party requiring the same to be laid, and the estimated Cost thereof, if required by the Company, shall be paid to the Company in advance by such Party; and in case of Dispute between the Company and such Party as to such Costs or Security, the same shall be settled by a Justice.

Limiting Price of Gas.

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

48. From

Price for Gas supplied to public Lamps.

48. From and after the Expiration of any existing Contract for the Supply of Gas to any public Lamps of the Local Board, the Company shall afford such Supply at a Price equal to the lowest Price charged for the Time being by the Company to any private Consumer.

To burn by Meter.

49. Every Consumer of Gas of the Company, except as herein-after mentioned with respect to the public Lamps, shall, upon the Request of the Company, consume Gas by Meter.

Power to the Company to let Meters.

50. 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 subject to Distress or to the Landlord's Hypothec 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.

Charge for Meter.

51. The Price to be charged by the Company to the Consumer for the Use of any Meter provided by the Company shall not be more than after the Rate of Fifteen Pounds *per Centum per Annum* on the Outlay incurred by the Company in providing and fixing such Meter.

Register of Gas Meter to be primâ facie Evidence.

52. 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.

Penalty for injuring Meters.

53. 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 alter the Index to any Meter, or who shall otherwise fraudulently consume or use the Gas of the Company, shall forfeit to the Company a Sum not exceeding Five Pounds for each Offence, and the Company may, in addition thereto, recover the Amount of any Damage by them sustained.

Power to remove Meter and Fittings.

54. It shall be lawful for the Company, after Twenty-four 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, other than the Neglect or Default of the Company, be discontinued, to enter such Land, House, or Building between

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 sent by Post addressed to such Person, or if such Person or his Address be not known to the Company, then by being affixed on some conspicuous Part of such Land, House, or Building.

As to laying the Mains and Service Pipes.

55. Subject to the Provisions of this Act, the Company shall, at their own Expense, upon the Request of the Local Board in Writing under the Hand of their Clerk for the Time being, provide and lay down all such Mains and Service Pipes as may be necessary for the proper lighting the Streets within the District of the Local Board, when and where the Local Board shall from Time to Time require; provided that the Company shall not be compelled to lay down any such Mains and Service Pipes unless the Lamps for such lighting shall on an Average be within Eighty Yards of each other.

Company to set up Lamps for lighting the Streets, &c.

56. The Company, at their own Expense, shall keep such Lamps, together with the Lamp Posts, Columns and Brackets, in repair, and properly painted and set up, and fix all such new Lamps, Lamp Posts, Columns and Brackets, as the Local Board may require, and shall from Time to Time, on Request of the Local Board, remove or alter the Situation of any such Lamps, Lamp Posts, Columns and Brackets, and, subject as herein otherwise expressed, shall provide and furnish such Lamps with proper and sufficient Service Pipes, Stopcocks, and all other Apparatus necessary for the proper lighting thereof, and for communicating with the Company's Mains or Pipes; provided that where any Removal or Alteration of any such Lamp does not involve an Increase in the Number of Lamps the Local Board shall pay the Cost of the Labour employed in making the Removal or Alteration, but of the Labour only.

Company to light Public Lamps.

57. The Company shall, when required by the Local Board, light, clean, and extinguish such public Lamps, and shall at all Times supply such public Lamps with so much Gas as the Local Board may from Time to Time require; and the Sum to be paid to the Company by the Local Board for such lighting, cleaning, and extinguishing, and for the Use and Repairs of such Lamps, and of the Lamp Posts, Columns and Brackets, shall be Fifteen Shillings *per* Lamp *per Annum*, payable half-yearly.

Mode of consuming Gas supplied to Public Lamps.

58. The Gas supplied to the public Lamps shall be consumed during the Period of any Contract by Meter or otherwise, at the Option from Time to Time either of the Company or of the Local Board; and in case of

of its being consumed by Meter the Meters shall be provided and fixed and kept in repair at the Expense of the Party requiring the same.

Incoming Tenant not liable to pay Arrears of Gas.

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

Sums undisputed may be recovered by Distress.

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

Contents of Warrant.

61. 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.

62. 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 the 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 Company.

63. Whenever any Person neglects to pay any Rate or Sum due and payable by him to the Company, the Company may recover the 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 Rate or Sum.

As to Quality of Company's Gas.

64. Unless prevented by unavoidable Cause or Accident, or during necessary Repairs, all the Gas supplied by the Company shall be of such illuminating Power at the Place of testing such Gas 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 Sperm Candles of Six in the Pound burning One hundred and twenty Grains *per* Hour, and shall be so far free from Sulphuretted Hydrogen as not to discolour moistened Test Paper imbued with Acetate or Carbonate of Lead, when this Test

Paper

Paper is exposed for One Minute to a Current of Gas issuing under a Pressure of Five Tenths of an Inch of Water.

Company to erect a Meter to test illuminating Power of Gas.

65. The Company shall cause to be erected in the Office or other Building of the Company, but not nearer to the Place at which the Gas is manufactured than Half a Mile, 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 and Purity of all the Gas of the Company, and shall at all Times keep and maintain the Experimental Meter and Apparatus in good Repair and working Order.

Power to test the illuminating Power of the Gas.

66. It shall be lawful for the Local Board, from Time to Time, by Order in Writing, to appoint some competent Person to test the illuminating Power and Purity of the Gas, and the Person so appointed, before proceeding to test the same, shall give Six Hours previous Notice in Writing to the Company, which Notice shall specify the Hour at which the Experiment is proposed to be made, and may, 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 and Purity 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 Members of the Local Board, 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 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: Provided always, that the Company shall not be liable in any Penalty if they shall prove to the Satisfaction of the Justices that the Deficiency in illuminating Power has arisen from any Cause beyond the reasonable Control of the Company.

Cost of Experiment to be paid according to Event.

67. The Costs of and attending such Experiment, including the Remuneration to be paid 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 the Gas being found, when tested, to be of not less illuminating Power than is by this Act prescribed, such Costs shall be awarded to be paid to the Company by the Local Board of Health, and shall be paid or levied accordingly.

68. If

Local Board may require Company to raise, &c. Mains, &c.

68. If and whenever for the Purposes of any Act from Time to Time in force for paving, lighting, draining, or improving the Borough of *Great Yarmouth* or any Part thereof, or conferring other Powers upon the Local Board, they deem it necessary to require the Company to raise, sink, or otherwise alter the Situation of any of their Mains, Pipes, Branch Pipes, Stopcocks, or Syphons, the Company shall, at the Expense of the Local Board, within a reasonable Time next after being required so to do by Notice in Writing under the Common Seal of the Local Board, or under the Hand of their Clerk, raise, sink, or alter the same, and in default thereof the Local Board or their Surveyor, or any other Person acting by their Order or under their Authority, may raise, sink, or alter the same.

Preservation of Rights of the Mayor, Aldermen, and Burgesses of Great Yarmouth.

69. Except as herein expressly provided, nothing in this Act contained shall extend or be construed to extend to affect, impeach, prejudice, diminish, alter, or take away any of the Rights, Powers, Privileges, or Authorities whatsoever which the Mayor, Aldermen, and Burgesses of the Borough of *Great Yarmouth*, in their Municipal Capacity, or as the Local Board of Health, have hitherto had, used, exercised, or enjoyed.

Penalties not cumulative.

70. 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 Rate not to disqualify Justices.

71. No Justice or Judge of the Borough Court or any County Court or Quarter Sessions 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.

Expenses of Act.

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

Short Title.

73. This Act may for any Purpose be cited as "The *Yarmouth* Gas Act, 1863."

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