ANNO TRICESIMO

VICTORIÆ REGINÆ.

Cap. xxxii.

An Act for authorizing the *Hartlepool* Gas and Water Company to provide additional Waterworks, and an additional Supply of Water, and to raise further Monies, and for extending the Limits within which they may supply Gas and Water, and for other Purposes; and of which the Short Title is "The *Hartlepool* Gas and Water Act, 1867." [31st *May* 1867.]

WHEREAS the *Hartlepool* Gas and Water Company (in this Act called the Company) were incorporated by an Act of the Thirteenth Year of Her present Majesty with a Capital of Thirty-four thousand Pounds, and Authority to borrow not exceeding One Third of that Amount on Mortgage or Bond: And whereas by the *Hartlepool* Gas and Waterworks Act, 1855, the first-recited Act was repealed, but the Company were continued incorporated for the Purpose of supplying Gas and Water within the Limits of the reciting Act, with a Capital of One hundred thousand Pounds, including their original Capital, and with Power to borrow on Mortgage or Bond not exceeding Twenty-five thousand Pounds: 18 & 19 Vict. c. xlix.

And whereas the Company's Capital of One hundred thousand Pounds is divided into Twenty thousand Shares of Five Pounds each, and all the Shares are held by registered Holders thereof, and the Capital is paid up with the Exception of less than Five hundred Pounds, Part thereof: And whereas the Dividend on Thirty-four thousand Pounds, Part of the Company's Capital, is limited to the Rate of Ten Pounds *per Centum per Annum*, and the Dividend on Sixty-six thousand Pounds, Residue thereof, is limited to the Rate of Seven Pounds Ten Shillings *per Centum per Annum*: And whereas the Company have borrowed on Mortgage or Bond the Twenty-five thousand Pounds which they are authorized to borrow: And whereas the Limits of the secondly-recited Act include the Towns of *East* and *West Hartlepool*, and the Parishes of *Hart* otherwise *Harte*, and *Stranton*, in the County of *Durham*: And whereas since the passing of the secondly-recited Act the Population within the Limits of that Act and in the Neighbourhood thereof has much increased, and many Manufactories and Works requiring a Supply of Gas and Supply of Water for other than domestic Purposes have been established within those Limits and in the Neighbourhood thereof: And whereas it is expedient that the Limits within which the Company may supply Gas and Water be extended so as to include the Parish of *Greatham* and the Extra-parochial Lands of *Greatham Hospital*, all in the County of *Durham*: And whereas the Company are desirous and it is expedient that they be authorized to afford increased Supplies of Gas and of Water: And whereas the Company are desirous and it is expedient that they be authorized to extend and improve their Gasworks on their Lands now appropriated for their Gasworks: And whereas the Company are desirous and it is expedient that they be authorized to make the additional Waterworks by this Act authorized, and to take and use the Water which they are by this Act authorized to take and use: And whereas it is expedient that the Company be authorized to raise further Monies: And whereas it is expedient that the secondly-recited Act be repealed, and Parts thereof be re-enacted with Amendments: And whereas Plans and Sections showing the Lines and Levels of the Waterworks by this Act authorized, and the Lands by this Act authorized to be acquired for the Purposes thereof, and Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands have been deposited with the Clerk of the Peace for the County of *Durham*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained 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,

mons, in this present Parliament assembled, and by the Authority of the same, as follows:

1. This Act may for all Purposes be cited as "The *Hartlepool* Gas and Water Act, 1867." Short Title.

2. "The Companies Clauses Consolidation Act, 1845," and Part II. relating to additional Capital, and Part III. relating to Debenture Stock, of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847," and "The Waterworks Clauses Acts, 1847 and 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act. 8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. cc. 15. & 17., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 93. & 118. incorporated.

3. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; and the Expression "Superior Courts," or Court of competent Jurisdiction, or any other like Expression in this Act, or any other Act in whole or in part incorporated with this Act, shall for the Purposes of this Act 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, unless excluded by the Subject or Context, the Words and Expressions following have the Meanings following; that is to say, Interpretation of Terms.

(*a.*) "The Company" means the *Hartlepool* Gas and Water Company:

(*b.*) "The District" means the District included within the Limits of this Act, and within which the Company may supply Gas and Water:

(*c.*) "Premises" means and includes Building and Erection, and Part thereof, and Land with or without any Building or Erection thereon.

4. This Act shall commence and have Effect on and after the Third *Wednesday* next after the passing thereof. Commencement of Act.

5. The Limits of this Act extend to and include the Towns of *Hartlepool* and *West Hartlepool*, and the whole of the Parishes of *Hart* otherwise *Harte*, and *Stranton* and *Greatham*, and the Extra-parochial Lands called *Greatham Hospital* Lands, all in the County of *Durham*. Limits of Act.

6. Subject

Repeal of secondly-recited Act.

6. Subject to the Provisions of this Act, the secondly-recited Act is by this Act repealed, but the Repeal thereof shall not have any retroactive Operation.

Company to continue incorporated.

7. Notwithstanding the Repeal of the secondly-recited Act, the several Persons and Corporations who immediately before the Commencement of this Act are Holders of Shares of the Capital of the Company, and all other Persons and Corporations who have subscribed or who hereafter subscribe to the Capital of the Company, and their Executors, Administrators, Successors, and Assigns respectively, shall continue and be a Company for the Purposes of this Act by the Name of "The *Hartlepool* Gas and Water Company," and by that Name shall continue and be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of the Company.

Purposes of Company.

8. The Company shall continue and be established for the Purposes of making Gas and obtaining Water, and supplying and lighting with Gas and supplying with Water the several Streets, Places, Churches, Chapels, Shops, Taverns, Dwelling Houses, Manufactories, and other public and private Buildings, Erections, and Works within the District, and also for the Purposes of dealing in Coke, Coal, Lime, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and other Matters the Products or Residuum of the Coal or other Materials used in or about the making of Gas, and also for the Purposes of making, providing, fixing, selling, and dealing in Gas and Water Meters, Gas and Water Fittings, Pipes, Gas Burners, and all other Articles and Things in any way connected with Gasworks and Waterworks, and with the supplying of Gas and of Water respectively.

Estates, &c. of Company to continue vested in them.

9. All the Lands, Works, Buildings, Easements, Tenements, and Hereditaments, Monies, Rights of Action and of Suit, and other Rights, Privileges, Goods, Chattels, Bonds, Deeds, Contracts, Registers, Maps, Plans, Books, Papers, Writings, and other real, personal, and mixed Estates, Property, and Effects of the Company shall continue and be vested in the Company, or, as the Case requires, held upon trust for the Company.

Present Capital continued.

10. The Company shall continue to have their present Capital of One hundred thousand Pounds in Twenty thousand Shares of Five Pounds each, and consisting of their original Capital of Thirty-four thousand Pounds in Six thousand eight hundred Shares of Five Pounds each, and their additional Capital of Sixty-six thousand Pounds in Thirteen thousand two hundred Shares of Five Pounds each,

each, and the several Persons and Corporations who at the Time of the Commencement of this Act are the registered Holders of the several Shares of the Company's present Capital, and their respective Successors, Executors, Administrators, and Assigns, shall continue and be entitled to their respective Shares thereof.

Transfers of Shares, &c. to continue in force.

11. All Sales, Transfers, and Dispositions made before the Commencement of this Act of any of the Shares of the present Capital of the Company shall continue and be in full Force and available in all respects as if the same respectively were made under this Act.

Provisions of other Acts continued.

12. Except only as is by this Act otherwise expressly provided, all the Provisions of any and every Act of Parliament (other than the repealed Act) relating to the Company, or their Directors, Officers, or Servants, and on the Commencement of this Act in force, shall be of like Force as if the Repeal had not happened, and in accordance with the Provisions of this Act may be exercised, enforced, and enjoyed by and against the Company, and their Directors, Officers, and Servants respectively, in as full and beneficial a Manner to all Intents and Purposes as if the Repeal had not happened.

Powers of Company for executing Works continued.

13. The Company shall continue entitled to their Authorities under the secondly-recited Act for completing and maintaining the Gasworks and Waterworks authorized by the recited Acts, and for making, laying down, and maintaining Buildings, Machinery, Retorts, Gas Holders, Tanks, Mains, Pipes, Drains, and other Works and Apparatus, and Dwelling Houses for the Use of their Officers and Workmen, and for performing other Acts.

Contracts, &c. preserved.

14. All Purchases, Sales, Conveyances, Mortgages, Bonds, Deeds, Securities, Contracts with respect to Supply of Gas and of Water, and other Contracts before the Commencement of this Act made or entered into by, to, or with respect to the Company, or any Person on their Behalf, shall continue and be as effectual to all Intents for, against, and with respect to the Company as if the Repeal had not happened.

Gas Rents and Water Rates to continue payable until altered.

15. All Gas and Meter Rents, Water Rates, and Charges under the secondly-recited Act which at the Time of the Commencement of this Act are due and payable, or accruing due and payable, or if this Act were not passed would be due and payable, to the Company, shall continue to be payable until the same be altered under this Act, and may be collected and recovered as any Gas and Meter Rents, Water Rates, or Charges under this Act may be collected and recovered.

Debts to be paid.

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

Actions, &c. not to abate.

17. No Action, Suit, Prosecution, or other Proceeding whatever commenced either by or against the Company before the Commencement of this Act shall abate or be discontinued or prejudicially affected by this Act, but on the contrary the same shall continue and take effect, whether in favour of or against the Company, in the like Manner in all respects as if this Act were not passed.

Penalties to be recoverable.

18. All Penalties incurred for any Offence against the secondly-recited Act before the Commencement of this Act may be sued for, and all Offences against the secondly-recited Act committed before the Commencement of this Act may be prosecuted for, as if this Act were not passed.

Deposited Plans and Monies paid into Banks, &c.

19. The several Plans, Sections, and Books of Reference deposited for the Purposes of the recited Acts, or either of them, with any Clerk of the Peace, shall remain in his respective Custody, and all Monies paid for the Purposes of the recited Acts, or either of them, into the Bank or to any Trustees, shall continue and be dealt with as if the Repeal had not happened.

Books, &c. continued Evidence.

20. All Books and other Documents whatsoever under the recited Acts or either of them available as Evidence shall still be admitted as Evidence in all Courts whatsoever.

Officers continued.

21. All Officers and Servants of the Company shall hold and enjoy their respective Offices and Employments, with the Salaries and Emoluments thereunto annexed, until they be removed therefrom by the Company or resign, and shall have like Powers and Authorities for the Purposes of this Act, and be subject to like Pains, Penalties, Removal, Rules, and Regulations, as if they were appointed under this Act.

General Saving of Rights, &c. under repealed Act.

22. Except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done or suffered under or confirmed by the secondly-recited Act, and all Rights and Interests by the secondly-recited Act saved, shall be as valid as if that

that Act were not repealed, and the Repeal thereof and the Operation of this Act shall accordingly be subject and without Prejudice to everything so done, suffered, or confirmed, and every Right and Interest so saved, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if the Repeal had not happened would be incident to or consequent on any and every thing so done, suffered, or confirmed, and every Right and Interest so saved; provided that the Generality of this Provision shall not be restricted by any of the other Sections or Provisions of this Act.

Power for Company to take Lands.

23. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use for the Purposes of the Works by this Act authorized such of the Lands shown on the deposited Plans, and specified in the deposited Books of Reference, as the Company find requisite for those Purposes, and may appropriate and use for the Purposes of those Works such of the Lands from Time to Time vested in or belonging to the Company as they think fit.

Power for Company to make Works authorized by Act.

24. Subject to the Provisions of this Act, the Company may make and maintain the several Works by this Act authorized, and, so far as the Lines and Levels thereof are shown on the deposited Plans, may make and maintain the same in accordance with those Lines and Levels, and in the Lands shown for the Purpose on the deposited Plans and specified in the deposited Books of Reference.

Works authorized.

25. The Works by this Act authorized comprise the several Works following, with all Works and Conveniences incidental or accessory to and connected with the same; that is to say,

(*a.*) A Reservoir situate on and for the Purpose of collecting the Waters of *Hurworth Burn* and *Mousey Burn*, at or near to the Junction of those Streams:

(*b.*) An Aqueduct, Conduit, or Line of Main Pipe commencing from and out of the Reservoir (*a*) on the Southern Side thereof near to the Ford across the public Road leading from *Trimdon* to *Hartlepool*, and terminating at an existing Reservoir of the Company situate in the Township of *Throston* in the Parish of *Hart* otherwise *Harte*, on the North-eastern Side of and near to the public Road leading from the Village of *Hart* to *High Throston*:

(*c.*) The altering, enlarging, extending, and improving in the Lands now belonging to the Company (herein-after called the Gas Lands), situate at *Hartlepool* and *West Hartlepool* respectively, of the existing Works of the Company for making Gas; those Lands at *Hartlepool* being the Company's Lands bounded Eastwardly by *Northgate Street*, Southwardly by

Premises

Premises now or late of *Christopher Mason Humble*, Westwardly by *Commercial Street*, and Northwardly by Premises now or late of Messrs. *Bird*, *Miller*, and *Marshall*; and those Lands at *West Hartlepool* being the Company's Lands bounded Northwardly and Eastwardly by Land of the *North-eastern* Railway Company, Southwardly by a public Highway and Premises now or late of *William Pickering*, and Westwardly by the public Road from *West Hartlepool* to *Hartlepool* and *Gas Street*:

(*d.*) All Embankments, Dams, Sluices, Cuts, Channels, Mains, Pipes, Wells, Tanks, Engines, and other Works and Conveniences proper for the Purposes of the Company's Undertaking:

(*e.*) The laying down and maintaining of Mains, Conduits, Culverts, Pipes, Drains, Tunnels, and other Works for the Conveyance of Gas or Water in, under, over, through, or across all or any Turnpike or other Roads, Highways, Streets, Passages, and other Places within the Limits of this Act.

Power to take and use Water from Hurworth Burn and Mousey Burn.

26. The Company from Time to Time for the Purposes of their Water Supply may divert and take at or near to the Junction of *Hurworth Burn* and *Mousey Burn* and may appropriate and use the Waters of those Streams, and may take and use any other Springs or Waters which the Company are from Time to Time able to obtain by sinking Wells and pumping in any Lands from Time to Time belonging to them, and situate within the Limits of this Act.

General Capital, consisting of original Capital, additional Capital, and new Capital.

27. The Capital of the Company is Two hundred thousand Pounds, of which Thirty-four thousand Pounds is their original Capital under the first-recited Act, and Sixty-six thousand Pounds is their additional Capital under the secondly-recited Act, and One hundred thousand Pounds is their new Capital under this Act.

Shares.

28. The present Capital of One hundred thousand Pounds shall continue divided into Twenty thousand Shares of Five Pounds each, and the new Capital of One hundred thousand Pounds may be divided into Shares of such Amount as will conveniently allow them to be appropriated amongst the then Holders of Ordinary Shares and Ordinary Stock of the Company.

Power to raise new Capital by new Shares.

29. In addition to the present Capital of One hundred thousand Pounds, the Company from Time to Time may raise, by the Creation and Issue of new Shares, any new Capital, whether preferential or ordinary, not exceeding in the whole One hundred thousand Pounds.

30. The

New Shares not to issue until One Fifth paid up.

30. The Company shall not issue or enter on any Register as held by any Person any Share of their new Capital under this Act, nor shall any Share thereof vest in the Person accepting it, unless and until a Sum not being less than One Fifth of the Amount of the Share be paid in respect thereof.

After any Part of Capital consolidated into Stock Company may issue Stock instead of Shares.

31. After the Company have consolidated any Portion of their Capital into Stock, they may issue as Stock, instead of as Shares, any Part of their new Capital which they are then authorized by this Act to raise, provided that every Portion of Stock so issued shall be fully paid up before it is issued or registered in the Name of any Person.

New Shares or Stock to be Part of general Capital, &c.

32. The new Capital under this Act shall be Part of the Company's general Capital of Two hundred thousand Pounds, and subject to the Provisions of this Act, and except only so far as the Company from Time to Time, before the issuing of any Part of the new Capital, otherwise resolve with respect to the same, shall be entitled to the like Privileges and Advantages, and subject to like Restrictions and Conditions, as if it were Part of the present Capital, and as to any Stock issued by the Company as if the Stock arose from Shares consolidated into Stock under the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845."

Limitation of Dividends on Capital.

33. The prescribed Rates of Dividend on the Company's Capital shall be as follows:

(*a.*) On the original Capital of Thirty-four thousand Pounds, Ten *per Centum per Annum:*

(*b.*) On the additional Capital of Sixty-six thousand Pounds under the secondly-recited Act, Seven and a Half *per Centum per Annum:*

(*c.*) On so much of their new Capital of One hundred thousand Pounds as is raised by Ordinary Shares or Stock, Seven *per Centum per Annum:*

(*d.*) On so much of their new Capital of One hundred thousand Pounds as is raised by preferential Shares or Stock, Six *per Centum per Annum.*

Calls on new Shares.

34. One Fifth of the Amount of a new Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders in respect of any Shares of the new Capital, and Two Months at least shall be the Interval between the Times when successive Calls become payable, and Three Fifths of the Amount of a new Share shall be the utmost Amount of the Calls payable thereon in any One Year.

Debenture Stock.

35. The Company from Time to Time may create and issue Debenture Stock.

Power to borrow on Mortgage.

36. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Fifty thousand Pounds, inclusive of the Company's present Mortgage or Bond Debt of Twenty-five thousand Pounds, but no Part thereof exceeding Twenty-five thousand Pounds shall be borrowed until the whole of the new Capital of One hundred thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under Section 40 of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the new Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share of the new Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that the new Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that the Subscribers or their Assigns are legally liable for the same; and upon Production to the Justice of the Books of the Company, and of such other Evidence as he thinks sufficient, he shall grant a Certificate that the Proof has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

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

Priority of existing Mortgages.

38. Every Mortgage and Bond of the Company issued under the secondly-recited Act, and in force at the passing of this Act, shall, while in force, have Priority over all Mortgages issued under this Act.

Application of Money.

39. All Monies raised under this Act, whether by Shares or Stock or borrowing, shall be applied only for Purposes of this Act.

Next General Meeting.

40. The next General Meeting of the Company shall be held within One Year next after the Commencement of this Act.

Ordinary Meeting.

41. The Ordinary Meeting of the Company shall be held in the Month of *August* in every Year, or at such other Times as from Time to Time are appointed for that Purpose by a General Meeting; and all General Meetings, whether ordinary or extraordinary, shall be held at some Place within the Limits of this Act.

42. The

Quorum of General Meeting.

42. The Quorum of every General Meeting is Eight Shareholders holding in the aggregate not less than One thousand Pounds of the Capital.

Number of Shareholders for convening Extraordinary Meeting.

43. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened is Ten Shareholders holding in the aggregate not less than Five thousand Pounds of the Capital.

Scale of voting.

44. The Scale in accordance with which Shareholders may vote in respect of their Shares or Stock is as follows on the nominal Amount of the Shares or Stock, or both:

(*a.*) For Ten Pounds and less than Twenty-five Pounds, One Vote:

(*b.*) For Twenty-five Pounds and less than Fifty Pounds, Two Votes:

(*c.*) For Fifty Pounds and less than One hundred Pounds, Three Votes:

(*d.*) For One hundred Pounds or more, an additional Vote for every Fifty Pounds beyond the First Fifty Pounds.

Number of Directors, and Power to reduce the Number.

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

Qualification of Directors.

46. The Qualification of a Director is the Possession in his own Right of Shares or Stock, or both, of the nominal Amount of Two hundred Pounds.

Present Directors to continue and retire as if secondly-recited Act not repealed.

47. The several Persons who immediately before the Commencement of this Act were the Directors shall continue to be Directors, and shall go out of Office in rotation, and other Directors shall be appointed in their Place and in the same Order under "The Companies Clauses Consolidation Act, 1845," as if the secondly-recited Act were not repealed.

Quorum of Directors.

48. The Quorum of a Meeting of Directors is Four Directors, and if the Number of Directors be reduced to Four, or less than Four, then Two Directors shall be the Quorum.

Committees of Directors.

49. The Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Two nor more than Five, and any Two Members of a Committee shall be a Quorum.

Directors may declare Dividends half-yearly.

50. The Directors, without the Direction or Sanction of a General Meeting, from Time to Time may declare and pay in the Interval between

between any Two Ordinary Annual Meetings a Half Year's Dividend payable out of the Profits of the Company to the Shareholders, but the Directors shall not make any Dividend whereby the Capital would be reduced.

Undertaking to be considered as divided into Two Branches (Gas and Water) with separate Accounts for each.

51. For the Purpose of keeping Accounts and declaring and making Dividends the Company's Undertaking shall be considered as divided into Two Branches, one of which shall include all Matters relating to or connected with the Supply of Gas, and the other shall include all Matters relating to or connected with the Supply of Water, and the Company shall keep separate and distinct Accounts of all their Receipts, Payments, Credits, and Liabilities with respect to each Branch of the Undertaking, and One Half of the Costs of this Act shall be charged against each Branch of the Undertaking: Provided that the Company shall divide between the Two Branches as they think just any Items of Expenditure common to both Branches.

Payments improperly made at Expense of either Branch to be made good by the other.

52. Provided that where any Sum of Money is paid by or recovered from the Company at the Expense of one of the Branches of their Undertaking, and is properly chargeable against the other Branch thereof, that Branch shall make good to the Branch at the Expense whereof the same was paid or recovered the Amount thereof, with Interest at the Rate of Five Pounds *per Centum per Annum* from the Time of the Payment or Recovery thereof.

Scheme preparatory to Dividend to show Profit in respect of each Branch.

53. The Scheme prepared pursuant to "The Companies Clauses Consolidation Act, 1845," before declaring a Dividend shall show the Amount of Profit derived of each Branch of the Undertaking and applicable to the Purposes of Dividend.

Newspaper for Advertisements.

54. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be One or more of the Newspapers published in the County of *Durham*.

Powers for compulsory Purchases limited.

55. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Power to purchase Land for Accommodation for Waterworks.

56. The Company from Time to Time may agree for any Sale or Grant to themselves of any Lands, not exceeding Twenty Acres, for any of the Purposes following; that is to say,

(*a.*) For making and providing additional Wells, Tanks, Aqueducts, Buildings, and Conveniences:

(*b.*) For making convenient Roads or Ways to the Waterworks:

(*c.*) For any other Purposes connected with the Waterworks which the Company think beneficial to the Undertaking.

57. The

Purchase of other Lands, &c. by Agreement.

57. The Company by Agreement may purchase for any Purposes of this Act other than the Purposes connected with the Waterworks, and in addition to the other Lands which they are authorized to purchase, any Quantity of Land not exceeding Seven Acres, or any Term, Easement, Right, or Interest in, over, or affecting any Lands not exceeding that Quantity, but the Company shall not make or store Gas on any other Lands than the Gas Lands herein-before described.

Owners enabled to grant Easements.

58. The several Persons empowered by "The Lands Clauses Consolidation Act, 1845," to convey Lands shall respectively have full Power to make to the Company any Sales or Grants of any Easements, Liberties, Privileges, Powers, or Authorities in, upon, through, or over any Lands for any Purposes of this Act.

Application of Lands Clauses Acts to Rentcharges.

59. For the Purposes of this Act the several Provisions with respect to the Purchase of Lands by Agreement and to Rentcharges of "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," incorporated with this Act, so far as the same respectively are applicable in that Behalf, extend and apply to Easements and Rights granted under this Act, and Rentcharges reserved by the Grants of the Easements and Rights respectively.

Rentcharges charged on Gasworks, &c.

60. Every such Rentcharge reserved by any Grant taken by the Company for any of the Purposes of this Act with respect to Gas shall be charged on the Company's Gasworks, and the Rents and Charges payable under this Act for Gas supplied by the Company, and in preference to every other Charge thereon, other than Charges (if any) thereon existing at the Time of the passing of this Act, and from Time to Time thereafter in force.

Rentcharges charged on Waterworks, &c.

61. Every such Rentcharge reserved by any Grant taken by the Company for any of the Purposes of this Act with respect to Water shall be charged on the Company's Waterworks, and the Rents and Charges payable under this Act for Water supplied by the Company, and in preference to every other Charge thereon, other than Charges (if any) thereon existing at the Time of the passing of this Act, and from Time to Time thereafter in force.

Recovery of Rentcharges so charged.

62. If and whenever any such Rentcharge is not paid within Thirty Days next after the Day on which it becomes payable, and after Demand thereof in Writing, the Person to whom it is payable either may recover the same from the Company in any Court of competent Jurisdiction, or may levy the same by Distress of the Goods and Chattels of the Company.

Reservations on Disposal of Lands by Company.

63. On any Sale or other Disposal by the Company of any of their Lands from Time to Time not required for Purposes of this Act, they may except or reserve to themselves any Water or Water Rights belonging to the Lands, or any Easements in, over, or affecting the Lands, and may make the respective Disposal subject to Exceptions and Reservations accordingly, and also subject to such other Exceptions and Reservations and such special Conditions and Provisions with respect to the User of the Lands and otherwise as they think fit.

Power for Company to agree with other Persons to supply Company with Water.

64. For the Purpose of better enabling the Company to supply Water within the District the Company from Time to Time may enter into all such Agreements as they think fit with any Person for any Supply of Water to the Company.

Lateral and vertical Deviations.

65. In executing the Works shown on the deposited Plans and Sections the Company may deviate laterally from the Lines thereof shown on the deposited Plans to any Extent within the Limits of Deviation shown on those Plans, and vertically from the Levels thereof shown on the deposited Sections to any Extent for Works other than Reservoirs not exceeding in any One Place Five Feet, and for Reservoirs not exceeding Three Feet.

Period for Completion of Works.

66. The Works shown on the deposited Plans shall be completed within Seven Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed; provided that the Company from Time to Time may renew, enlarge, extend, and add to their Mains, Pipes, and Apparatus whenever for any of the Purposes of this Act they find it expedient so to do.

Power for Company to maintain Gasworks and make Gas.

67. Subject to the Provisions in this Act, the Company from Time to Time may make and store Gas at their Gasworks under this Act, and do all such other Things as they think expedient for supplying Gas within the District, and may supply Gas accordingly, and, except as is by this Act otherwise expressly provided, upon such Terms, pecuniary and otherwise, and Conditions as the Company and the Persons supplied with the Gas agree on, and may make merchantable and sell and dispose of the Coke and other Products and Residuum arising from the making of Gas; provided that nothing in this Act 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 such Operations.

68. Subject

Power to lay Pipes for lighting Buildings.

68. Subject to the Provisions of this Act, the Company from Time to Time 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 provide and set up any Apparatus necessary for securing to any Building a proper and sufficient Supply of Gas, and for measuring and ascertaining the Amount of the Supply.

Power for Company to make and let Meters.

69. The Company may make or provide Meters and Fittings, and 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 and Conditions with respect to the fixing and Repair of the Meter and Fittings, and for securing the Safety and Return to the Company of the Meter and Fittings, as are agreed on between the Hirer and the Company; and the Remuneration to the Company for the providing, fixing, and letting for Hire of Meters and Fittings shall be recoverable in like Manner as the Gas Rents; and the Meters and Fittings belonging to the Company shall not be subject to Distress, or to the Landlord's Claim for Rent of the Premises where the same are used, nor to be taken in Execution under any Process of a Court of Law or Equity, or any Proceedings in Bankruptcy against any Person having Possession of the same.

Consumption of Gas by Meter.

70. Every Consumer of Gas supplied by the Company shall, on being thereunto required by the Company, consume by Meter the Gas supplied to him, and every Consumer may require the Company to allow him to consume the Gas by Meter; and the Company may require that the Size and Capacity of the Meter be proportioned to the Number and Size of the Gas Burners to be connected with the Meter; and the Meter shall be provided by the Company at the Expense of the Consumer, or, at the Option of the Consumer, shall be provided by him, and the Meter shall be approved by the Company before it is used or set up, and no Meter shall be fixed, connected, or disconnected except by the Company.

Repairs of Meters.

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

72. When

On Notice, Company to fix, &c. Meters.

72. When any Person having or about to have or having had a Supply of Gas is desirous that any Meter by which any of the Gas of the Company has been or is intended to be registered shall be fixed or connected or disconnected, he shall give to the Company Notice in Writing in that Behalf, and within Twenty-four Hours after the Delivery of the Notice the Company shall, but only in accordance with this Act, fix, connect, or disconnect the Meter.

Removal of Meter, &c. from unoccupied Premises.

73. In all Cases in which the Supply of Gas by the Company to any Premises is discontinued, then, if the Premises be unoccupied, the Company, their Agents, Servants, and Workmen, after giving Forty-eight Hours previous Notice to the Owner by serving the Notice on him, or if the Owner or his Address be not known to the Company after due Inquiry, then by affixing the Notice for Three Days on some conspicuous Part of the Premises, may enter into the Premises between the Hours of Nine in the Forenoon and Four in the Afternoon, and remove and carry away all Pipes, Meters, or Fittings belonging to the Company then and there found.

Penalty for fraudulently injuring Meters, &c.

74. Every Person who wilfully, fraudulently, or by culpable Negligence injures or suffers to be injured any Pipe, Main, Meter, or Fitting belonging to the Company, or fraudulently alters the Index to any Meter, or prevents any Meter from duly registering the Quantity of Gas supplied, or fraudulently connects with a Meter any Gas Burner of a Number or Size greater than the Number or Size proportioned to the Size and Capacity of the Meter, or effaces or alters any Mark applied under any Act of Parliament to any Meter, shall, without Prejudice to any other Right or Remedy for the Protection of the Company or the Punishment of the Offender, forfeit and pay to the Company for every such Offence not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damages by them sustained, and, notwithstanding any Agreement with respect to the Supply of Gas to the Person so offending, the Company may discontinue the Supply of Gas to him until the Damage or Injury is remedied, and the Amount of the Damages is paid; and the Existence of artificial Means for the Alteration or Prevention, when the Meter is in the Custody or Control of the Consumer, shall be *primâ facie* Evidence that the same has been fraudulently and wilfully caused by the Consumer using the Meter.

For preventing Frauds and Waste of Gas.

75. If and whenever any Person supplied with Gas by the Company wilfully does or causes or suffers to be done anything in contravention of any of the Provisions of this Act, or wilfully fails to do anything which under this Act ought to be done for the Prevention of the Waste, Misuse, or undue Consumption of the Company's Gas, the Company may cut off or stop any Pipe by or through which Gas is supplied to him, and cease to supply him with Gas so long as the Cause

Cause of Damage or Injury remains or is not remedied, and also may recover in any Court of competent Jurisdiction for the Recovery of Debts of the like Amount from every Person so offending the Amount of all Loss, Damage, or Injury which the Company sustain by reason of any such Thing or Failure; and the Remedies of the Company under this Section shall be in addition to their other Remedies in that Behalf.

Lighting Power and Purity of Gas.

76. All the Gas supplied by the Company shall be of such Lighting Power at the Place of testing the Gas as to produce from an Argand Burner having Fifteen Holes and a Seven Inch Chimney, and consuming Five Cubic Feet of Gas an Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six to the Pound, each burning One hundred and twenty Grains an Hour, and the Gas shall be so far free from Sulphuretted Hydrogen as not to discolour moistened Test Paper imbued with Acetate or Carbonate of Lead when the Test Paper is exposed for One Minute to a Current of the Gas issuing under a Pressure of Five Tenths of an Inch of Water.

Company to provide Means for testing Lighting Power and Purity of Gas.

77. The Company shall within Six Months after the passing of this Act provide in some convenient Part of their Works where they make Gas an Experimental Meter furnished with an Argand Burner having Fifteen Holes and a Seven Inch Chimney capable of consuming Five Cubic Feet of Gas an Hour, with other necessary Apparatus and Means for testing the Lighting Power and the Purity of all the Gas supplied by the Company, and shall at all Times keep and maintain the Experimental Meter and Apparatus in good Repair and Working Order.

Power to test Lighting Power and Purity of Gas.

78. Any Two Justices, on the Application of any Consumers of Gas supplied by the Company not being fewer than Five, from Time to Time, by Order in Writing under their Hands, may appoint some competent Person to test the Lighting Power or Purity of the Gas, and the Person so appointed may at any reasonable Hour in the Daytime, on producing the Order, enter the Gasworks of the Company, and in the Presence of the Manager or other Officer of the Company, and by means of the Experimental Meter and Apparatus, make Experiment of the Lighting Power and Purity of the Gas, and the Company and their Officers shall afford all reasonable Facilities and Assistance for the making of the Experiment.

Penalties if Gas not of due Lighting Power or Purity.

79. Where it is proved to the Satisfaction of any Two Justices, not being Shareholders of the Company, after hearing the Parties, that the Lighting Power or the Purity of the Gas supplied by the Company did not, when so tested, equal the Lighting Power or the

Purity by this Act prescribed, or that the Company or any of their Officers refused to afford the reasonable Facilities for or prevented or hindered the making of the Experiment, the Company shall forfeit and pay not exceeding Twenty Pounds.

Costs of Experiment to abide Event.

80. The Costs of and attending the Experiment, including the Remuneration to be paid to the Persons making it, and the Costs of the Proceedings before the Justices, shall be ascertained by the Justices, and in the event of any Penalty being imposed on the Company shall be paid, with the Penalty, by the Company; but in the event of no Penalty being imposed, the Costs shall be awarded to be paid to the Company by the Consumers on whose Application the Order to test the Gas was made, and shall be paid or levied accordingly.

Limit of Charge for Gas.

81. The Company shall not demand or receive for Gas supplied by them any Sum greater than after the Rate of Five Shillings for One thousand Cubic Feet of Gas supplied within the Limits of the secondly-recited Act, and Six Shillings and Eightpence for One thousand Cubic Feet of Gas supplied beyond those Limits.

Regulating Supply of Gas, and Price for public Lamps.

82. From and after the Expiration of any Contract in force at the Time of the passing of the secondly-recited Act for the Supply by the Company of Gas to any public Lamps within the Limits of this Act, the Company shall afford the Supply from any Main within Twenty-five Yards of any such Lamp at a Price equal to the lowest Price from Time to Time charged by the Company to any private Consumer.

Register of Gas Meter to be primâ facie Evidence.

83. Where Gas supplied by the Company is consumed by Meter, the Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed, and in respect of which any Rent is charged and sought to be recovered by the Company, but it shall be open to the Company to show that more Gas passes through a Meter than is thereby registered.

Compelling Company to supply Consumers.

84. The Company, on the Request in Writing of any Owner or Occupier of any Premises within One hundred Feet of which any Main Pipe of the Company is then laid, shall furnish to him a Supply of Gas for the Premises at a Charge not exceeding the Charge by this Act limited; provided that the Company shall not be bound to supply or to continue to supply any Gas to any Consumer unless Security for Payment for the Gas be, if required, given as by this Act provided: Provided also, that the Expense of laying all necessary Service Pipes, except Service Pipes to be laid in any Street, and not exceeding in Length Twenty-five Feet from the Company's Main, shall

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 the Party: Provided also, that the Company shall not be bound to furnish a Supply of Gas to any Person unless and until he enter into a written Contract to pay for a Supply of Gas for at least Two Years, and to an Amount not less than Twenty *per Centum per Annum* on the Company's Outlay in providing the Service Pipes.

Penalty for Failure by Company to furnish Supply of Gas.

85. If and whenever the Company, not being entitled to require or not having required any Security, wilfully fail for Seven Days after being thereunto required in Writing by any Person entitled under this Act to a Supply of Gas, or, where the Security agreed on or determined is given, wilfully fail for Seven Days thereafter to provide and lay all proper and sufficient Service Pipes or to furnish a Supply of Gas pursuant to this Act, the Company shall, on a summary Conviction before a Justice, forfeit and pay to the Person entitled not exceeding Five Pounds for every Day after the Expiration of Seven Days during which the Failure continues.

Security for Payment of Gas Rent.

86. Any Person so entitled who so requests to have a Supply of Gas from the Company shall, if and when so required in Writing by them, and before he is entitled to have the Pipes provided and laid, or to have a Supply of Gas provided or continued, give to the Company such Security for the Payment of the Rent for the Gas to be supplied to him as he and the Company agree on, or as, failing their Agreement, is determined as by this Act provided; but, except as is by this Act otherwise provided, the Company shall not at any Time be entitled to discontinue the Supply of Gas to any Person then having a Supply unless and until he fail to give the Security for Seven Days after it is agreed on or determined, and the Company shall, on summary Conviction before a Justice, forfeit and pay to the Person aggrieved not exceeding Five Pounds for every Day during which the Supply is discontinued contrary to this Section.

Justice may determine Nature of Security.

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

88. Where

Incoming Tenant not liable to pay Arrears of Gas Rent or Water Rate.

88. Where any Consumer of Gas or Water supplied by the Company leaves the Premises where the Gas or Water has been supplied to him without paying to the Company the Gas Rent or Meter Rent or Water Rate due from him, the Company shall not be entitled to require from the next Tenant of the Premises the Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant agreed with the former Tenant to pay or exonerate him from the Payment of the Arrears.

Power for Company to supply Water.

89. Subject to the Provisions of this Act, the Company from Time to Time may within the District supply Water for domestic Purposes, and also, when and as they think fit, for Purposes other than domestic Purposes, and may supply Water by Measure.

Restriction on Supply for other than domestic Purposes.

90. No Person shall be entitled to have under this Act a Supply of Water for any Purpose other than domestic Purposes where the Supply would, in the Judgment of the Company, interfere with the proper Supply under this Act of Water for domestic Purposes.

Constant Pressure to be afforded from Reservoir.

91. The Water supplied by the Company need not be constantly laid on under a Pressure greater than the Pressure afforded by the Water in the Reservoir whence the Supply is given.

Service Pipes.

92. The Service Pipes to communicate with the Mains and Pipes of the Company, and the Fittings connected therewith, shall be laid, placed, and removed under the Superintendence and to the Satisfaction of the Company, and at the Expense of the Persons requiring or having the Supply, and, at their Option, either by themselves or by the Company.

Pipes, &c. out of repair to be repaired.

93. In every such Case the Company, by Notice in Writing delivered to the Person allowing any Pipe, Cock, Cistern, or other Apparatus to be out of repair, or left for him at the Premises where the Apparatus is, may require him to repair the Apparatus so as to prevent the Waste or undue Consumption of Water; and if he fail to do so within Three Days after the Service of the Notice, the Company may repair the Apparatus, and the Expense thereof, together with the Value of the Water so wasted or unduly consumed, shall be repaid to them by the Person so in default, and may be recovered as Damages.

Water Rates where several Houses supplied together.

94. Where several Houses are supplied with Water by means of One common Service Pipe the Water Rate shall be paid for every House so supplied as if the Company furnished to each of the Houses a separate Supply of Water by means of a separate and distinct Service Pipe.

95. The

Rates at which Water is to be supplied.

95. The Company shall, at the Request of the Owner or Occupier of any Dwelling House or Part of a Dwelling House, in any Street in which any Pipe of the Company is laid, or of any Person who under this Act is entitled to demand a Supply of Water for domestic Purposes, furnish to the Owner or Occupier or other Person a sufficient Supply of Water for domestic Uses at the yearly Rates following; (that is to say,)

Where there is no Bath and no Watercloset or only One Watercloset in the Dwelling House or Part of a Dwelling House to be supplied, then at the yearly Rate on the yearly Value of the House following:

Where the Value does not exceed Twenty Pounds, at a Rate *per Centum* not exceeding Seven Pounds Ten Shillings;

Where the Value exceeds Twenty Pounds and does not exceed Forty Pounds, at a Rate *per Centum* not exceeding Seven Pounds;

Where the Value exceeds Forty Pounds and does not exceed Sixty Pounds, at a Rate *per Centum* not exceeding Six Pounds Ten Shillings;

Where the Value exceeds Sixty Pounds and does not exceed Eighty Pounds, at a Rate *per Centum* not exceeding Six Pounds;

Where the Value exceeds Eighty Pounds and does not exceed One hundred Pounds, at a Rate *per Centum* not exceeding Five Pounds Ten Shillings;

And where the Value exceeds One hundred Pounds, at a Rate *per Centum* not exceeding Five Pounds:

Where there is a Bath or more than One Bath or more than One Watercloset in the Dwelling House or Part of a Dwelling House to be supplied, then, in addition to the Rate above specified, the additional yearly Rate following shall be payable; (that is to say,)

Where the Value does not exceed Twenty Pounds, Eight Shillings for the Second Watercloset, and Four Shillings for every Watercloset beyond Two, and Seven Shillings for every Bath;

Where the Value exceeds Twenty Pounds and does not exceed Forty Pounds, Eight Shillings for the Second Watercloset, and Four Shillings for every Watercloset beyond Two, and Eight Shillings for every Bath;

Where the Value exceeds Forty Pounds and does not exceed Sixty Pounds, Eight Shillings for the Second Watercloset, and Four Shillings for every Watercloset beyond Two, and Ten Shillings for every Bath;

Where the Value exceeds Sixty Pounds, Eight Shillings for the Second Watercloset, and Four Shillings for every Watercloset beyond Two, and Twelve Shillings for every Bath: Provided that the Company shall not be compelled to supply any Watercloset or Bath, or the Apparatus or Pipes connected therewith, unless the same be constructed and used in accordance with the Regulations of the Company, and so as to prevent the Waste and undue Consumption of the Water of the Company, and the Return of foul Air, and other noisome or impure Matter, into the Mains or other Pipes belonging to or connected with the Mains or Pipes of the Company.

Water for other than domestic Purposes.

96. The Company may supply Water for other than domestic Purposes for such Remuneration and upon such Terms and Conditions as are agreed on between the Company and the Persons desirous of having the Supply.

Regulations for preventing Waste, &c. of Water.

97. The Company may from Time to Time make such Regulations as they think necessary to be observed by the Persons supplied with Water by the Company, and may thereby direct the User, and prescribe the Size, Nature, Strength, and Materials, and the Mode of Arrangement, Alteration, and Repair of the Pipes, Valves, Cocks, Cisterns, Baths, Soil-pans, Waterclosets, and other Apparatus or Receptacles, or any of them, to be used by those Persons respectively for conveying, delivering, and receiving the Water, and may thereby interdict any Arrangement and the User of any Pipes, Valves, Cocks, Cisterns, Baths, Soil-pans, Waterclosets, and other Apparatus or Receptacles which in their Judgment will be likely to occasion any Waste, Misuse, undue Consumption, or Contamination of Water, and shall not be bound to supply or continue to supply Water to any Person unless the Regulations be duly observed by him, and the Pipes, Valves, Cocks, Cisterns, Baths, Soil-pans, Waterclosets, and other Apparatus or Receptacles be made of such Size, Nature, Strength, and Materials, and be so arranged, kept, and repaired, as the Company from Time to Time so prescribe or approve.

Water Rates payable in February, May, August, and November.

98. The Water Rates under this Act shall be paid in advance by equal quarterly Payments on the Fourteenth Day of *February*, the Thirteenth Day of *May*, the Thirteenth Day of *August*, and the Twenty-third Day of *November* yearly, and as if those were the Days specified in Section 70 of "The Waterworks Clauses Act, 1847."

Power for Company to lease the

99. The Company may from Time to Time lease all or any of the Gas and Meter Rents, Water Rates, and Charges payable by virtue

virtue of this Act for any Term not exceeding Three Years, and upon such Terms, pecuniary and otherwise, and Conditions as the Company think proper; and every Lessee shall have the like Powers, Rights, and Remedies for reserving and enforcing Payment of the Rents, Rates, and Charges demised by the Lease as the Company have for the Purpose: Provided that the Lease shall not defeat or abridge the Power by "The Gasworks Clauses Act, 1847," and "The Waterworks Clauses Act, 1847," respectively given to the Quarter Sessions for directing the Reduction of the Gas Rents and Water Rates respectively; and the Company, when directed by the Quarter Sessions so to do, shall reduce the Gas Rents and the Water Rates respectively as if the Lease were not granted. Rents, Rates, and Charges.

100. Whenever any Person fails to pay any Money due and payable 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 Remedies of the Company under this Section shall be in addition to their other Remedies for the Recovery of the Money. Recovery of Money by Action or Suit.

101. All Monies due and payable under this Act to the Company on any account whatever, and all Penalties, Costs, Damages, and Expenses by this Act directed to be paid, may after Summons be levied by Distress, and any Justice, on Application by the Company, shall issue his Warrant accordingly. Recovery of Money by Distress.

102. Any Justice who under this Act issues any Warrant of Distress may order that the Costs of the Proceedings for the Recovery of the Money shall be paid by the Person liable to pay the Money, and the Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of the Money. Costs of Distress.

103. Any Number of Names or Sums may be included in any Information, Summons, Warrant, or Notice for any of the Purposes of this Act, and may be stated either in the Body of the Instrument or in a Schedule thereto. Several Names in One Warrant.

104. No Person shall be incapable of acting as a Justice in the Execution in any respect of this Act by reason of his being interested in any Contract under this Act for a Supply of Gas or of Water, or being liable under this Act to the Payment of any Gas or Meter Rent, or Water Rate, or any other Money. Justices not disqualified from Liability to act, &c.

105. For the Purposes of this Act Penalties imposed by several Acts for the same Offence are not cumulative, and for this Purpose this Act and the several Acts in whole or in part incorporated therewith are several Acts. Penalties not cumulative.

106. Except

Saving Rights of Company.

106. Except as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, and Privileges of the Company.

Company not exempt from Provisions of General Acts.

107. Nothing in this Act shall exempt the Company from the Provisions of any General Act now or hereafter in force with respect to the Public Health, or Local Government, or Gasworks or Waterworks, or from any future Revision by Parliament of the Gas Rents and Water Rates by this Act granted to the Company.

Expenses of Act.

108. All Costs, Charges, and Expenses of and incident to the preparing and applying for and the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Company, and be borne in equal Shares by the Two Branches of their Undertaking.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1867.