ANNO TRICESIMO

VICTORIÆ REGINÆ.

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Cap. lxxxii.

An Act for the Re-incorporation of the *Huyton and Roby* Gas Company (Limited), and for conferring additional Powers on the Company.

[17th *June* 1867.]

WHEREAS in the Year One thousand eight hundred and fifty-six certain Persons formed themselves into a Company, under the Name of the *Huyton and Roby* Gas Company (Limited), by a Deed of Settlement dated the Second Day of *June* One thousand eight hundred and fifty-six, completely registered under the Acts then in force relating to Joint Stock Companies, for the Purpose of supplying Gas in the Parish of *Huyton* and the several Townships therein, and also the Townships or Districts immediately adjoining, all in the County of *Lancaster:* And whereas the present Capital of the Company is Nine thousand Pounds, divided into Nine hundred Shares of Ten Pounds each: And whereas the Company have constructed Gasworks, and are now lighting with Gas the greater Portions of the Township of *Huyton-cum-Roby* in the said Parish of *Huyton* to the great Advantage and Convenience and Satisfaction of the Inhabitants, and it is expedient that the Limits of the District within which the Company is authorized to supply Gas should be extended: And whereas it is expedient that the

Company should be re-incorporated under this Act, and that Powers for the Supply of Gas within the Limits of this Act and other Powers should be conferred upon them, but for such Purposes the Authority of Parliament is necessary: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Huyton and Roby* Gas Act, 1867."

8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. c. 15., and 26 & 27 Vict. c. 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Companies Clauses Act, 1863," Parts One, Two, and Three, "The Lands Clauses Consolidation Act, 1845," except so much thereof as authorizes the Purchase of Land otherwise than by Agreement, and "The Gasworks Clauses Act, 1847," shall be incorporated with and form Part of this Act.

Construction of Terms.

3. In construing this Act and the Portions of the Acts incorporated herewith the following Expressions shall have the several Meanings hereby attached to them: "the original Company" shall mean the *Huyton and Roby* Gas Company (Limited); the Expression "the Company," or "the Promoters of the Undertaking," or "the Undertakers," shall respectively mean the Company incorporated by this Act; "the Corporation" shall mean the Mayor, Aldermen, and Burgesses of the Borough of *Liverpool*; "the Special Act" shall mean this Act; "the Works," "the Gasworks," "the Undertaking," shall mean the Gasworks of the Company; "Superior Courts" or "Court of competent Jurisdiction" shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Limits of Act.

4. The Limits of this Act shall comprise and include the several Townships or Hamlets of *Huyton-cum-Roby* and *Tarbock* in the Parish of *Huyton* in the County of *Lancaster*, and so much of the Township or Hamlet of *Whiston* in the Parish of *Prescot* in the same County as is situate on the South Side of the Northern Boundary of that Part of the Road leading from the *Whiston* Potteries to the Village of *Whiston* which lies between the said Potteries and the Point where that Road crosses the *Liverpool and Manchester* Line of the *London and North-western* Railway near the *Engine* Inn, including any House or Building, the principal Entrance to which is situate within Fifty Feet of the Northern Boundary of that Part of

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the aforesaid Road, and also so much of the said last-mentioned Township as is situate on the Southern Side of the said Railway between the aforesaid Point and the Point where the said Railway crosses the Boundary between the Townships of *Whiston* and *Rainhill*.

Incorporation of Company.

5. The *Huyton and Roby* Gas Company (Limited) is hereby dissolved, and the several Persons or Corporations who immediately before the passing of this Act were Proprietors of Shares of such Company, and all other Persons and Corporations who shall hereafter subscribe to the Undertaking, and their respective Executors, Administrators, Successors, and Assigns, shall be and they are hereby united and incorporated into a Company by and under the Name of "the *Huyton and Roby* 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 contained.

Present Property vested in Company incorporated by this Act.

6. All Lands, Works, Erections, Buildings, Rights, and Easements, Monies, Securities, Deeds, Contracts, Agreements, Papers, Books, Plans, Choses in Action, Effects, Claims and Demands, Rights and Remedies whatsoever which immediately before the passing of this Act were vested in the original Company or any Person on their Behalf, or of or to which the original Company or any Persons on their Behalf were seised, possessed, or entitled either at Law or in Equity, or otherwise howsoever, and all Mains, Pipes, Plugs, Lamps, Irons, Retorts, Gauges, Meters, Apparatus, Stock, Matters, and Things which have been by them purchased or provided, laid down, erected, or placed in any Place or House within the Limits of this Act, and which immediately before the passing of this Act were the Property of or belonging to the original Company or any Person on their Behalf, 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 respectively were at the Time of the passing of this Act vested in the original Company or any Person on their Behalf, and may be held, used, and enjoyed accordingly.

Deed of Settlement to be void.

7. Subject to the Provisions of this Act, the Deed of Settlement and all the existing Regulations of the original 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, or who at the Time of the passing of this Act may be Members of or Shareholders in the original Company, and their respective Heirs, Executors, Administrators, and Assigns, shall immediately from and after the passing of this Act stand and be

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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 and existing Regulations, and the Covenants or Agreements therein respectively contained, or any of them.

Saving previous Rights and Liabilities.

8. Notwithstanding the Dissolution of the original Company and the Avoidance of the said Deed of Settlement and Regulations, and except as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered by or with reference to the original Company shall be as valid as if that Company had not been dissolved, and such Dissolution and this Act respectively shall accordingly be subject and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if such Company had not been dissolved and this Act had not been passed would be incident to and consequent on any and every thing done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands the Company shall to all Intents and Purposes represent and be deemed a Continuation of the original Company: Provided always, that the Generality of this Enactment shall not be limited or confined by any of the Provisions of this Act.

Contracts prior to Act to be binding.

9. All Deeds, Bonds, Contracts, and Agreements, Securities, Orders, Resolutions, and Proceedings, and other Acts and Things, done, made, instituted, executed, or entered into before the passing of this Act by, with, or with reference to the original Company, and now in force, shall be as binding and of as full Force and Effect in all respects against, in favour of, or with reference to the Company, and may be enforced as fully and effectually, as if, instead of the original Company, the Company had been a Party or privy 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 shall be pending by or against the original Company, but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by, in favour of, or against the Company (as the Case may be) in the same Manner and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by, in favour of, or against the original Company if this Act had not been passed.

Gas Rates due to be recovered by the Company.

11. All Gas Rates and Rents which immediately before the passing of this Act were due and payable, or accruing due and payable, to the original Company, shall be payable to and may be collected and recovered by the Company in like Manner as the Gas Rates and Rents by this Act authorized to be taken.

12. All

Debts due to and by original Company to be paid to and by Company.

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

Officers to continue.

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

Capital.

14. The Capital of the Company shall be Nine thousand Pounds, and shall consist of Nine hundred Shares of Ten Pounds each.

Appropriation of Capital.

15. Subject to the Provisions of this Act, the said Capital of Nine thousand Pounds shall be considered as appropriated to the several Persons and Corporations who immediately before the passing of this Act were Proprietors of or interested in the Capital of the original Company in proportion to their respective Shares or Interest at that Time in the Capital of the original Company, subject to all Calls and other Payments to which the Shares held by them in such Capital were liable at the passing of this Act.

Shares in Company to be as Shares in original Company.

16. Every Share in the Company shall be considered to have the same Amount paid up thereon as may have been paid up on the Share in the original Company for which the same shall have been substituted.

Existing Trusts, &c. attached to new Shares.

17. Every Share so appropriated as aforesaid shall vest in the Person or Corporation entitled thereto upon the same Trusts, and subject to the same Powers, Provisions, Declarations, Agreements, Charges, Liens, and Incumbrances, as immediately before such Appropriation affected the then existing Shares or Share in the Capital of the original Company for which it may have been substituted, and so as to give effect to and not to revoke any Will or Testamentary Disposition affecting Shares in the original Company.

Creation and Issue of new Shares.

18. The Company may from Time to Time increase their Capital to the Extent of not exceeding in the whole the Sum of Eleven thousand Pounds, in addition to their present Capital of Nine thousand Pounds, by the Creation and Issue of new Ordinary or Preference Shares.

Shares not to issue until One Fifth paid up.

19. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Amount of Calls and Interval between successive Calls.

20. No Call shall exceed Two Pounds *per* Share, and an Interval of not less than Three Months shall elapse between Two successive Calls.

Limit of Dividends on new Capital.

21. It shall not be lawful for the Company in any Year to make out of their Profits any larger Dividend on the additional Capital of Eleven thousand Pounds to be raised under the Powers of this Act than Seven Pounds by the Year in respect of every One hundred Pounds actually paid up of such Ordinary Capital, or Six Pounds by the Year in respect of every Hundred Pounds actually paid up of such Preference Capital.

Power to borrow on Mortgage.

22. The Company may, when and so soon as One Half of the existing Capital of Nine thousand Pounds shall have been paid up, from Time to Time borrow on Mortgage any Sums not exceeding in the whole the Sum of Two thousand two hundred Pounds; and the Company may, when and so soon as the said additional Capital of Eleven thousand Pounds shall have been subscribed for, issued, and accepted, and One Half thereof been paid up, borrow on Mortgage any further Sum or Sums not exceeding in the whole Two thousand seven hundred Pounds, but the Powers of borrowing such last-mentioned Sum under this Act shall not arise until the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," and previously to his giving his Certificate, that the whole of the then Capital of the Company has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon the Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

23. The

Arrears may be enforced by Appointment of a Receiver.

23. 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 Six hundred Pounds in the whole.

Monies borrowed on Mortgage to have Priority.

24. All Monies to be borrowed on Mortgage under this Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts to be incurred or Engagements to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rentcharge to be granted by them in pursuance of the Provisions of the "Lands Clauses Consolidation Act, 1845," or the "Lands Clauses Consolidation Acts Amendment Act, 1860," or the Claim or Lien of any Vendor for the unpaid Purchase Money of any Land purchased by the Company.

Debenture Stock.

25. The Company may create and issue Debenture Stock.

Application of Money.

26. All Money to be raised under the Provisions of this Act by means of Shares or Stock, 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.

27. The First Ordinary General Meeting of the Shareholders of the Company shall be held on the First *Monday* in the Month of *August* Eighteen hundred and sixty-seven if this Act shall then have passed, but if not then on some Day in the Month of *August* Eighteen hundred and sixty-eight, and subsequent Ordinary General Meetings shall be held in the Month of *August* in every succeeding Year, or at such other stated Periods, and either annually or half-yearly, as shall be appointed for that Purpose from Time to Time by a General Meeting of the Company, and the Day for holding the Meeting shall from Time to Time be selected by the Directors.

Number of Directors.

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

Qualification of Directors.

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

30. The

Quorum.

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

Directors not disqualified on account of being Customers.

31. No Director shall be held to have become disqualified by reason of his being supplied with Gas or Gas Fittings, or by otherwise being a Customer of the Company in the ordinary Way of the Business of the Company.

First Directors.

32. The Persons who at the Time of the passing of this Act may be the Directors of the original Company shall be the First Directors of the Company, and they shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present personally or by proxy shall elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Gas not to be made or stored except on specified Land.

33. The Company shall not construct Works for the Manufacture of Gas except upon Land now belonging to them, and described in the Schedule to this Act, or construct Works for the Storage of Gas except upon such Land or Land adjoining thereto.

Powers as to Maintenance of Gas-works, &c.

34. The Company may from Time to Time maintain, alter, and improve their existing Gasworks, and may purchase additional Land for that Purpose by Agreement, and may do all such Acts as they think proper for supplying Gas within the Limits of this Act, and may make, store, and supply Gas accordingly, and may manufacture, sell, provide, supply, and deal in Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and other Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, and also Meters, Fittings, Tubes, Pipes, and other Articles and Things in any way connected with Gasworks or with the Supply of Gas, as they from Time to Time shall think fit; 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 of the Operations aforesaid.

35. The

Power to lay Pipes against Buildings.

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

Consumers may be required to consume by Meter.

36. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter, and all such Meters shall be subject to the Provisions of the Act for regulating Measures used in Sales of Gas, and until a Meter be examined and stamped under the Provisions of that Act it shall be approved by the Company, and may from Time to Time be examined and tested by them; and Meters may be provided, sold, or let to hire by the Company to the Consumer, and the Company may require that all Meters and the Connexion Pipes between them and the Mains of the Company shall be affixed and made by and under the Superintendence of the Workmen or Officers of the Company, and no Meter, or any Pipe connecting any Meter with the Mains of the Company, shall be renewed, altered, or be in any Manner interfered with, except by or under the Superintendence of the Workmen or Officers of the Company, unless with their Consent.

Incoming Tenant not liable for Arrears of Gas Rents.

37. In case any Consumer leave the Premises where Gas was 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 the Premises Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant had agreed with the defaulting Consumer to pay the Arrears,

Register of Meters primâ facie Evidence.

38. 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.

Limiting the Price of Gas.

39. The Price to be charged by the Company for Gas supplied to Persons who shall burn the same by Meter shall not exceed Seven Shillings *per* One thousand Cubic Feet for the Ten Years next after the passing of this Act, and after the Expiration of that Period shall not exceed Six Shillings *per* One thousand Cubic Feet.

Quality of Company's Gas.

40. All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and

and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six in the Pound burning One hundred and twenty Grains *per* Hour.

Company to erect a Meter to test Quality of Gas.

41. The Company shall, within Twelve Months from the passing of this Act, cause to be erected in some Part of their Works fit for testing all the Gas provided by the Company an experimental Meter furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney, or other approved Burner and Chimney capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus, so situated or arranged as to test the illuminating Power of all the Gas supplied to the Consumers.

As to testing the Quality of Gas.

42. It shall be lawful for Two Justices, on the Application of any Consumers of the Gas of the Company, not being less than Five in Number, by Order in Writing, to appoint some competent Person to proceed to the Works of the Company, and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Superintendent or other Officer of the Company make Experiment of the illuminating Power of the Gas by means of the experimental Meter and other Apparatus before mentioned, and the Company and their Officers shall afford all reasonable Facilities and Assistance for 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, 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, the Company shall forfeit such Sum, not exceeding Twenty Pounds, as the Justices shall determine under the Circumstances of the Case.

Costs of Experiment to be paid according to Events.

43. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same and the Costs of the Proceedings before the Justices, shall be ascertained by such Justices, and in the event of any Penalty being imposed on the Company shall be paid, together with such Penalty, by the Company, but in the event of no Penalty being imposed such Costs shall be awarded to be paid by such Consumers, as the Case may be, to the Company, and shall be paid or levied accordingly.

Fraudulently injuring Meters.

44. Every Person who shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter or Fittings belonging

belonging to the Company, or shall fraudulently alter the Index to any Meter, or fraudulently alter any Part of such Meter or any Pipes connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such Meter from duly registering the Quantity of Gas supplied, shall, without Prejudice to any other Right or Remedy for the Protection of the Company or the Punishment of the Offender, for every such Offence forfeit and pay to the Company a Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damages by them sustained, and the Company may also discontinue the Supply of Gas to the Person so offending, and notwithstanding any Contract previously existing; and the Existence of artificial Means for causing such Alteration or Prevention, when such Meter shall be under the Custody or Control of the Consumer, shall be *primâ facie* Evidence that the same has been fraudulently, knowingly, and wilfully caused by the Consumer using such Meter.

Power to remove Meters and Fittings.

45. The Company, by their Agents or Workmen, after giving Forty-eight Hours Notice in Writing 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 not created by the Company be discontinued, may enter such Land, House, or Building between the Hours of Nine in the Forenoon and Four in the Afternoon, and may remove such Pipes, Mains, Meters, or Fittings, but repairing all Damages caused by such 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 after due Inquiry, then by being affixed on some conspicuous Part of such Land, House, or Building.

Sums undisputed may be recovered by Distress.

46. 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 directed to be paid, and the Amount 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.

47. Any One Summons or Warrant issued for any Purposes of this Act may contain in the Body thereof or in a Schedule thereto several Names and several Sums.

Warrants may include Costs.

48. Any Justice issuing a Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Proceedings for the Recovery

Recovery of the Money to be levied shall be paid by the Person liable to pay such Money, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

Recovery of Sums by Action.

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

Penalties not cumulative.

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

Liability to Gas Rate not to disqualify Justices.

51. No Justice shall be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of Gas Rate, Rent, or other Charge under this Act.

Rent for Gas and Fittings under 20*l.*

52. In addition to the Power given by "The Gasworks Clauses Act, 1847," in this Behalf, the Company may recover the Rent of any Gas, or the Price or Rent of any Pipe, Burner, Meter, Lamp, or Fittings, supplied, sold, delivered, or let to hire by the Company, together with the Expense of cutting off the Surface Pipe or Gas, by Action in any Court of competent Jurisdiction, although the Demand in respect thereof may be less than Twenty Pounds.

For Prevention of fouling of Water belonging to Corporation of Liverpool.

53. The 25th Section of the Gasworks Clauses Act, 1847, shall extend to and include any fouling of Water belonging to the Corporation by the laying, maintaining, or continuing any Main or Pipe other than a Main or Pipe laid in the same Position and in substitution for any existing Main or Pipe belonging to the Company, notwithstanding such fouling may be in part occasioned by any Fracture or Defect in any Water Main or Pipe of the Corporation.

For Protection of Gas Pipes belonging to Corporation of Liverpool.

54. The Company shall not lay any Gas Main or Pipe (other than a Service Pipe) within Four Feet from any Water Main or Pipe (other than a Service Pipe) of the Corporation without their Permission, except in case of Crossings, and except Mains or Pipes laid in the same Position and in substitution for existing Mains or Pipes.

For Protection of Water Pipes belonging to Corporation of Liverpool.

55. The Company shall not remove, displace, or in any way alter or interfere with any Water Main or Service or other Pipe belonging to the Corporation which is now laid, or with any Main or Pipe of the same Dimensions and laid in the same Position in substitution for any

any existing Main or Pipe, without their Permission, and the Company shall not be entitled to any Compensation from the Corporation in consequence of any Injury to any Pipe or other Works of the Company by reason of the bursting, Fracture, Defect, or giving way of any Water Main or Pipe of the Corporation which is now laid, or with any Main or Pipe of the same Dimensions and laid in the same Position in substitution for any existing Main or Pipe, unless the same shall happen through the wilful Neglect or Default of the Corporation.

Saving Section 25 of Gasworks Clauses Act, 1847.

56. Except as by Section Fifty-two expressly provided, the Provisions contained in the Three preceding Sections shall not be deemed to qualify or affect the Twenty-fifth Section of "The Gasworks Clauses Act, 1847," and the Corporation shall have such and the same Rights under that Section as if such Provisions had not been passed.

As to Works affecting the London and North-western Railway Company.

57. Any Works to be constructed in carrying into execution the Purposes of this Act in any way affecting any Railway of the *London and North-western* Railway Company, or any of the Bridges or Works thereof, or any Lands or Property belonging to that Company, shall be done under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of that Company, and according to Plans to be reasonably approved by him, but in all things at the Expense of the Company, and so as to cause no Injury to or Interference with any such Railway, Bridges, Works, Lands, or Property, or the Passage or Conduct of Traffic over any such Railway or at any Station thereof; and if any such Injury or Interference shall arise to such Railway, Bridges, Works, Lands, or Property, the Company shall make full Compensation to that Company in respect of such Injury or Interference.

Expenses of Act.

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

The SCHEDULE referred to in the foregoing Act.

All that Piece or Parcel of Land or Ground at Huyton in the County of Lancaster, formerly Part of Huyton Hey Wood, situate on the South-west Side of a certain Branch Railway there leading from the London and North-western Railway, and extending along the said Branch Railway from the North-west to the South-east Two hundred and seventeen Feet, and from North-east to South-west on the North-west Side thereof in a straight Line Two hundred and sixty-three Feet Six Inches, and extending from North-east to South-west on the South-eastward Side of the said Land in a bevelling Line Two hundred and seventy-nine Feet, and being in Breadth at the Back on the South-west Side from North-west to South-east in a straight Line One hundred and fourteen Feet Three Inches, and containing in the whole Four thousand eight hundred and thirty Superficial Square Yards of Land or thereabouts, bounded on the North-east by the said Branch Railway, and on the North-west, South-west, and South-east Sides severally by Land belonging to Thomas Molyneux Seel, Esquire.

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