CHAP. cxxviii.

An Act to authorize the Imperial Gaslight and Coke Company to raise more money and purchase more land; and for other purposes. [26th July 1869.]

A.D. 1869.

WHEREAS by "The Imperial Gas Act, 1854," the Acts relating to the Imperial Gaslight and Coke Company (in this Act called "the Company") were consolidated and amended, and their share capital was limited to the sum of one million three hundred thousand pounds, and such capital is divided into shares of fifty pounds each, which have been fully called up, and the Company were authorized by the said Act to borrow on mortgage or bond four hundred and thirty-three thousand pounds, and they have borrowed the whole of that amount, and have under the powers of the said Act capitalized two hundred and sixty thousand pounds part thereof in shares of ten pounds each: 17 & 18 Vict. c. lv.

And whereas by the twenty-fifth section of the said Act of 1854, which recites that the Company had expended out of their profits certain large sums of money for the purposes of capital amounting to more than two hundred and eighty thousand pounds, the Company were authorized to issue bonds to represent the sum so expended and apportion them among the then shareholders in the undertaking, but that such sum should form part and not be in excess of the total amount authorized by the said Act to be raised either on mortgage or bond, and so that not more than thirteen thousand pounds per annum should at any time be payable as interest thereon; and in pursuance of such authority the Company have issued bonds to the amount of one hundred and thirty thousand pounds to represent and in satisfaction of the whole of such sum expended out of profits, such bonds being irredeemable at the instance of the Company, and the fixed rate of interest upon the said bonds amounts in the whole to thirteen thousand pounds and no more, and the said bonds form part of the before-mentioned total sum of four hundred and thirty-three thousand pounds borrowed under the powers of that Act:

A.D. 1869.

29 & 30 Vict. c. cclii.

And whereas by "The Imperial Gas Act, 1866," the Company were authorized to raise by the creation of new ordinary or preference shares a further sum of three hundred and twenty-five thousand pounds, and on mortgage of their undertaking a further sum of eighty-one thousand two hundred and fifty pounds, and they have created twenty-six thousand ordinary shares of twelve pounds ten shillings each for raising the said sum of three hundred and twenty-five thousand pounds, and the whole of the said capital is subscribed and nearly all paid up, and they have partially exercised the said power of borrowing on mortgage:

23 & 24 Vict. c. 125. (*Pub.*)

And whereas under the provisions of "The Metropolis Gas Act, 1860," the Company are placed under the obligation to supply with gas the district thereby confided to them, which district is very extensive, and the population and buildings therein are rapidly increasing, but the capital at the disposal of the Company as well as their existing works are insufficient to enable them to fulfil the obligation so imposed on them, and it is therefore absolutely necessary that they should be authorized to raise further sums of money, and to purchase more lands, and to erect additional works for the purpose aforesaid:

And whereas the lands (herein-after described) are well adapted for the purposes of the Company's undertaking, and it is expedient that the Company should be authorized to purchase the same; (that is to say,)

Lands and buildings part of the West Ham Abbey Marsh in the parish of West Ham in the county of Essex, bounded on the north by the London, Tilbury, and Southend Railway, on the east by the road called or known as the Old Manor Way, lying on the western side of the North Woolwich branch of the Great Eastern Railway, on the south-east partly by the ditch or fence on the south-eastern side of the Canning Town, Old Manor Way, and separating the said Old Manor Way from the adjoining property, and partly by lands belonging to the West Ham local board of health, and in the occupation of James Scully, and on the south and west by a tidal stream called Bow Creek:

And whereas the said lands are situate beyond the limits within which the Company are authorized to supply gas, and it is expedient that provision should be made for enabling the Company to lay down mains so as to connect their several gasworks and mains and pipes, notwithstanding the intervention of places beyond their limits:

And whereas there is no convenient access by road to the said lands in the parish of West Ham, and it is expedient that the

Company should be authorized to purchase lands for the purpose of making a road thereto from Saint Leonard Street, Bromley, and to make bridges over the river Lea and Bow Creek to carry the said road over the same respectively:

And whereas plans and sections of the said bridges and lands showing the line and levels thereof respectively, and books of reference to the said plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of such lands, have been deposited with the clerks of the peace for the counties of Essex and Middlesex respectively, which plans, sections, and books of reference are herein-after referred to as the deposited plans, sections, and books of reference respectively:

And whereas it is expedient to enlarge the Company's powers with reference to their residual products and refuse material from the manufacture of gas, and that the times for holding their half-yearly meetings should be altered, and also to confer powers upon the Company for providing houses and offices for the workmen and others in their employment, and to purchase or take on lease, hire, hold, and work railway trucks, collier ships, lighters, and vessels, and other powers conducive to the reduction of cost in coal and other materials used in the manufacture of gas, and otherwise productive of economy and advantage to the public:

And whereas the objects aforesaid cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title.

1. This Act may be cited for all purposes as "The Imperial Gas Act, 1869."

8 & 9 Vict. cc. 16., 18., & 20., 10 & 11 Vict. c. 15., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Gasworks Clauses Act, 1847," section seventeen of "The Railways Clauses Consolidation Act, 1845," relating to construction of works on tidal lands, sections from thirteen to nineteen, both inclusive, of "The Railways Clauses Act, 1863," relating to protection of navigation, the provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the several matters following; (that is to say,)

"The distribution of the capital of the Company into shares;"

"The transfer or transmission of shares;"

"The payment of subscriptions and the means of enforcing the payment of calls;"

A.D. 1869.

"The forfeiture of shares for the nonpayment of calls;"

"The remedies of the creditors of the Company against the shareholders;"

"The borrowing of money by the Company on mortgage or bond;"

"The conversion of the borrowed money into capital;" and

"The consolidation of the shares into stock;"

and Parts I., II., and III. of "The Companies Clauses Act, 1863," relating respectively to cancellation and surrender of shares, to additional capital, and to debenture stock, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Saving powers and obligations of Company.

3. Save as by this Act specifically provided, nothing in this Act contained shall repeal or alter any of the powers or obligations of the Company as defined by the Acts in force relating thereto.

Interpretation of terms.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company" shall mean the Imperial Gaslight and Coke Company; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, 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; the term "half year" means a half year reckoned from the first day of January and the first day of July in each year; the term "quarter" means a quarter of a year reckoned from the first day of January, the first day of April, the first day of July, or the first day of October in any year; the term "day" means (except in this section) twenty-four hours, reckoned from nine o'clock in the forenoon of one day to nine o'clock in the forenoon of the next following day, so much of each day as is before nine o'clock in the forenoon being reckoned as part of the immediately preceding day of the month or week; the term "the Act of 1854" means the Imperial Gas Act, 1854; the term "the Act of 1860" means the Metropolis Gas Act, 1860; the term "candles" means such candles as are described in section twenty-five of the Act of 1860; and in construing the sections of "The Railways Clauses Consolidation Act, 1845," and "The Railways Clauses Act, 1863," incorporated with this Act, the word "work" or "railway" shall mean the bridge and works by this Act authorized; and for the purposes of this Act, this Act shall be read as one with the Act of 1854 and the Act of 1860.

Time for holding ordinary meetings of the Company.

5. Notwithstanding anything contained in the twenty-seventh and thirty-second sections of the Act of 1854, the first ordinary general meeting of the Company in every year shall be held within the months of February, March, or April, and the second ordinary general meeting of the Company in the months of August, September, or October, at such times as the Company may from time to time prescribe; and it shall be lawful for the Company to close the register of transfers for a period not exceeding one month immediately preceding the day appointed for holding each general half-yearly meeting respectively, and the dividends of the Company shall be made out and payable to the several persons who shall stand as holders of shares in the books of the Company on the day of the registers being closed.

Closing register of transfers.

Scale of voting.

6. The scale of voting at all general meetings of the Company shall henceforth be as follows:

Every shareholder shall have one vote for every fifty pounds of paid-up capital belonging to him up to five hundred pounds, and he shall have an additional vote for every two hundred and fifty pounds of paid-up capital belonging to him beyond five hundred pounds up to five thousand pounds, and he shall have an additional vote for every five hundred pounds of paid-up capital belonging to him beyond five thousand pounds, and the amount of paid-up capital conferring a right to vote in the case of shares which have not been fully paid up shall be the aggregate of the paid-up portions of such shares without respect to the division of such capital into shares; but no shareholder shall be entitled to vote at any meeting unless he shall have paid all the calls then due upon the shares held by him.

Power to Company to raise capital by shares.

7. The Company from time to time, by resolution passed at any ordinary or extraordinary general meeting or general meetings convened with special notice of the purpose, may raise by the creation of new ordinary or preference shares in their undertaking such capital in addition to the capital which they are at present authorized to raise or create, not exceeding in the whole nine hundred and seventy-five thousand pounds.

Limiting amount of dividends upon new capital.

8. It shall not be lawful for the Company in any year to make out of their profits any larger dividend on the additional share capital of nine hundred and seventy-five thousand pounds to be raised under the powers of this Act, in respect of every hundred pounds actually paid of such capital, than seven pounds in the case of ordinary capital, and six pounds in the case of preference capital,

A.D. 1869.

Shares to form part of the general capital.

9. All shares which the Company may create under the powers of this Act shall, subject to the provisions of this Act, form part of the general capital of the Company.

A fifth part of a share to be paid on issue.

10. It shall not be lawful for the Company to issue any share to be created under the powers of this Act, nor shall any such share vest in the person accepting the same, unless and until a sum not being less than one fifth part of the amount of such share shall have been paid up in respect thereof.

Power to borrow on mortgage.

11. When a sum of three hundred and twenty-five thousand pounds, part of the said capital of nine hundred and seventy-five thousand pounds, is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved the matters herein-after required to be proved with reference to the said sum of three hundred and twenty-five thousand pounds, the Company may from time to time borrow on mortgage any sums not exceeding in the whole eighty-one thousand two hundred and fifty pounds; and when a second sum of three hundred and twenty-five thousand pounds, making with the first three hundred and twenty-five thousand pounds the sum of six hundred and fifty thousand pounds of the said capital of nine hundred and seventy-five thousand pounds, is subscribed for, issued, and accepted, and one half of such second sum of three hundred and twenty-five thousand pounds is paid up, and the Company have proved the matters herein-after required to be proved with reference to the said second sum of three hundred and twenty-five thousand pounds, the Company may from time to time borrow on mortgage any further sums not exceeding with the eighty-one thousand two hundred and fifty pounds herein-before authorized to be borrowed the sum of one hundred and sixty-two thousand five hundred pounds; and when a third sum of three hundred and twenty-five thousand pounds, making the whole of the said capital of nine hundred and seventy-five thousand pounds, is subscribed for, issued, and accepted, and one half of such third sum of three hundred and twenty-five thousand pounds is paid up, and the Company have proved the matters herein-after required to be proved with reference to the said third sum of three hundred and twenty-five thousand pounds, the Company may from time to time borrow on mortgage any further sums not exceeding with the one hundred and sixty-two thousand five hundred pounds herein-before authorized to be borrowed the sum of two hundred and forty-three thousand seven hundred and fifty pounds; but the Company shall not borrow any part of the said sum of eighty-one thousand two hundred and fifty pounds until they shall have proved to the justice who is to certify under the fortieth section of 'The Companies

Clauses Consolidation Act, 1845," before he so certifies, that the whole of the first-mentioned sum of three hundred and twenty-five thousand pounds of the said 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 in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and the Company shall not borrow more than eighty-one thousand two hundred and fifty pounds until they shall in like manner have proved the same matters with reference to the second sum of three hundred and twenty-five thousand pounds of the said capital; and the Company shall not borrow more than one hundred and sixty-two thousand five hundred pounds until they shall in like manner have proved the same matters with reference to the third sum of three hundred and twenty-five thousand pounds of the said capital; and in each case, upon production to the 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 hereby required has been given, which certificate shall be sufficient evidence thereof.

Provisions of existing Acts as to appointment of a receiver repealed.

12. The provisions of the Acts relating to the Company authorizing the appointment of a receiver for principal or interest monies due upon any mortgages or bonds of the Company are hereby repealed, but subject and without prejudice to any appointment of a receiver, or proceedings taken under or by virtue of any such provisions, and in force or pending at the time of the passing of this Act.

Arrears may be enforced by appointment of a receiver.

13. The mortgagees and bond creditors of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages or bonds by the appointment of a receiver, and in order to authorize the appointment of a receiver in respect of principal, or of principal and interest, the amount owing to the mortgagees or bond creditors by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Loss from frauds of Company's servants to be deducted from dividends.

14. In case of any loss arising from fraud of the Company's servants which the auditor shall certify has arisen from want of due diligence on the part of the directors, such loss shall be deducted from the dividends which may be declared from time to time as aforesaid, and shall in no way interfere with or prevent the reduction in the price of gas to the consumers accruing from surplus profits.

Former mortgages to have priority.

15. All mortgages and bonds of the Company granted before the passing of this Act, and which shall be subsisting at the time of the

A.D. 1869.

passing of this Act, shall during the continuance of such mortgages and bonds have priority over all mortgages to be granted by virtue of this Act.

Debenture stock.

16. The Company may create and issue debenture stock at such rate of interest as they think fit, not exceeding the rate of five pounds per centum per annum.

Application of money raised under Act.

17. All money raised under the powers of this Act by the creation of new shares or on mortgage shall be applied only to the purposes of the recited Acts and this Act.

Interest on contingency fund to go in aid of dividend.

18. The interest upon the contingency fund of fifty thousand pounds formed under the thirty-first section of the Act of 1854, as often as the same shall amount to that sum, shall be from time to time carried to the credit of the fund available for dividend.

Amount of reserved fund.

19. Notwithstanding anything in this Act or in the recited Acts, or any Act incorporated therewith, contained, the reserved fund of the Company shall never exceed in amount the sum of eighty-one thousand two hundred and fifty pounds; but this provision shall not affect the powers of the Company under the before-mentioned section of the Act of 1854 with respect to a contingency fund, but such contingency fund shall be applicable only to meet any extraordinary claim or demand which may at any time arise against the Company from accident which due prudence and management could not have prevented.

Application of excess of profits of Company.

20. If the clear profits of the undertaking of the Company in any year amount to a larger sum than is sufficient to pay the maximum dividend to which the respective capitals of the Company are entitled, and to form or make up the reserved fund to the amount by this Act limited, and the contingency fund as authorized by the Act of 1854, and limited in its application by this Act, the excess shall be carried to the credit of the divisible profits of the undertaking of the Company for the next following year.

Illuminating power (except for cannel gas).

21. On and after the first day of January one thousand eight hundred and seventy, the gas (except cannel gas) supplied by the Company shall (subject to the provisions of this Act) be of an illuminating power of not less than fourteen candles.

Maximum price (except for cannel gas).

22. The maximum price chargeable by the Company for gas (except cannel gas) shall (subject to the provisions of this Act) be as follows:

(1.) Until the first day of January one thousand eight hundred and seventy, the maximum price chargeable by the Company shall be at the rate of four shillings per thousand cubic feet:

(2.) On and after the first day of January one thousand eight hundred and seventy, the maximum price chargeable by the Company shall be at the rate of three shillings and ninepence per one thousand cubic feet.

Price of cannel gas.

23. The maximum price chargeable by the Company for cannel gas shall (subject to the provisions of this Act) be as follows:

(1.) Until the first day of January one thousand eight hundred and seventy, the maximum price chargeable by the Company shall be at the rate of five shillings and sixpence per one thousand cubic feet:

(2.) On and after the first day of January one thousand eight hundred and seventy, the maximum price chargeable by the Company shall be at such rate per one thousand cubic feet as for gas of the illuminating power supplied by that Company will be proportional to the price of three shillings and ninepence per one thousand cubic feet for fourteen-candle gas.

Price for public lighting.

24. The Company shall not charge a higher price for gas per one thousand feet to any local authority for public lamps than the price for the time being charged by the Company to any other customer, unless there are special circumstances justifying them in charging a lower price to such customer, and upon an allegation by the Company of any such special circumstances the question shall be determined by arbitration in the manner provided by "The Lands Clauses Consolidation Act, 1845."

Application for revision.

25. If in the month of January in the year one thousand eight hundred and seventy-one, or any subsequent year, application is made to the Board of Trade by the Company, or by the Metropolitan Board of Works, for a revision of the scale of illuminating power and price, the Board of Trade shall appoint not less than two, or more than three, competent and impartial persons to be commissioners for the purpose, one of whom shall be a barrister-at-law, if required by either party.

Commissioners *may* inspect works and books of Company.

26. The commissioners so appointed may inspect the works and books of accounts and documents of the Company, and the Company shall give to such commissioners access to their works, and produce for their inspection all such books of accounts and documents as may be required by such commissioners, and afford them all facilities for the proper discharge of their duty.

Evidence, &c.

27. The commissioners may summon any person to give evidence or to bring and produce documents before them, and may administer oaths and take affidavits and declarations.

A.D. 1869.

Penalty for disobedience.

28. If any person wilfully fails to attend in obedience to a summons of the commissioners (the reasonable expenses of his attendance having been paid or tendered to him), or refuses to answer any lawful and relevant question put to him by or before the commissioners, or without lawful excuse refuses to bring or produce before them any document which he is by any such summons required to bring or produce, every such person shall for every such offence be liable on summary conviction before a justice to a penalty not exceeding fifty pounds.

Penalty on persons giving false evidence.

29. If any person on examination on oath or affirmation before the commissioners, or in any affidavit or declaration used before them, wilfully gives false evidence, he shall be deemed guilty of perjury.

Protection of commissioners.

30. The commissioners shall have the like protection and privileges in respect of any act done or omitted to be done in execution or intended execution of their duties as justices of the peace acting in execution of their office have by law.

Inquiry of commissioners.

31. The commissioners shall take and receive evidence and information offered, and shall hear the Company and the said Board of Works if they desire to be heard.

Power to obtain assistance, &c.

32. The commissioners may obtain such legal and other advice and assistance as they think fit.

Majority to bind.

33. Any decision or act of two of the commissioners shall be deemed the decision or act of the commissioners.

Power and price to be fixed for year.

34. The commissioners so appointed shall, within ten days after hearing the Company and the Metropolitan Board of Works, if desiring to be heard, fix an illuminating power and a price for the Company, to take effect as on and from the first day of January in the year of revision, and such hearing shall take place in the month of February.

Rules for fixing power and price.

35. In fixing the illuminating power and price for any year the commissioners shall observe the following rules:

(1.) They shall fix such an illuminating power and such a price as shall be calculated to yield to the Company with due care and management a dividend in that year (after allowing for the excess or surplus, if any, carried in the then last preceding year to the credit of the divisible profit and to the reserved fund of the Company) attaining as near as may be, but in no case exceeding, the rates of dividend to which the respective capitals of the Company are entitled under this Act and the existing Acts of the Company, and to make up the reserved fund and contingency fund of the Company:

(2.) They shall not fix in any case an illuminating power lower or a price higher than the minimum of illuminating power and maximum of price prescribed by the Act of 1860:

(3.) Subject to the foregoing provisions, they shall fix the illuminating power as high and the price as low as circumstances admit.

Costs of revision.

36. If the Company apply for a revision they shall, in the event of their failing to obtain any alteration in the price or illuminating power, pay the costs thereof out of the sum applicable to dividend, but if such application be successful the costs thereof shall be chargeable to ordinary expense of management; and if the Metropolitan Board of Works apply for a revision they shall, in the event of their failing to obtain any alteration in the price or illuminating power, pay the cost thereof, but if the application be successful the cost thereof shall be paid by the Company out of the fund applicable to dividend, and the amount of the costs shall be settled by the Board of Trade.

Quarterly report of chief gas examiner.

37. Not more than three days after the end of each quarter the chief gas examiner shall make a report to the Metropolitan Board of Works and the Company on the results of the daily testings made in that quarter in connexion with each station of the Company, and shall state therein with respect to gas supplied by the Company from each station in that quarter,—

(1.) The illuminating power on each day:

(2.) The amount of impurity in each form on each day.

Register of gas made.

38. The Company shall keep a register of all the gas delivered by them from each station on each day, and shall afford access thereto at all reasonable times to the Metropolitan Board of Works and their agents; and if the Company at any time fail to comply with this section they shall for every such offence be liable to a penalty not exceeding fifty pounds.

Forfeiture for defect of power.

39. If on any day the gas supplied by the Company from any station is of less illuminating power than it ought to be under this Act, the Company shall forfeit a sum equal to the value of the defective power estimated at the rate of twenty shillings for every half-candle of defective power on every one hundred thousand cubic feet or any fractional part less than one hundred thousand feet of gas delivered from that station on the day of default.

Forfeiture for excess of impurity.

40. If on any day the gas supplied by the Company from any station is of less purity than it ought to be under this Act, the Company shall forfeit a sum not exceeding fifty pounds for each station in respect of which they are so in default.

A.D. 1869.

Saving for unavoidable accident, &c.

41. Provided that no forfeiture shall be incurred in any case with respect to which it is certified by the chief gas examiner that the defect of illuminating power or excess of impurity was occasioned by an unavoidable cause or accident.

Evidence of liability to forfeiture.

42. The report of the chief gas examiner on appeal, or the report of a gas examiner after the time for appeal has elapsed and no appeal has been brought, showing a case of defective power or excessive impurity, shall be conclusive evidence of the liability of the Company to a forfeiture in respect thereof, and every forfeiture under this Act shall be leviable by distress; and on proof of any such report before two justices or a magistrate at any time within one month after the date of the report, such justices or magistrates shall issue their or his warrant of distress accordingly.

Forfeitures to be borne by dividend.

43. Every such forfeiture shall be borne and paid exclusively by and out of the divisible profits of the Company, and by way of reduction of dividend, such reduction being made by a per-centage on all the dividend-bearing capital of the Company.

Appointment of referees.

44. The Board of Trade shall as soon as may be after the passing of this Act appoint three competent and impartial persons, one at least of them having practical knowledge and experience in the manufacture and supply of gas, who shall be called the gas referees (and who are in this Act referred to as the referees), and in case of a vacancy happening among them by death, resignation, or otherwise, shall appoint a competent and impartial person to fill the vacancy, one at least of the three being always qualified as aforesaid.

Continuance of referees.

45. Every person appointed to be one of the referees shall continue in office for one year only from the date of his appointment, but shall be capable of re-appointment.

Quorum, &c. of referees.

46. Two of the referees shall be a quorum, and at least two of the referees shall concur in every act or determination of the referees.

Certificates of referees.

47. A copy of each certificate of the referees required by this Act shall be sent by them to the Metropolitan Board of Works and to the Company.

Mode of measuring gas for public lamps.

48. The gas for public lighting shall, if required by either party, be supplied by measurement, and the referees shall, if required by either party, from time to time prescribe and certify the mode of ascertaining the quantity of gas consumed by the public lamps.

Mode and times of testing illuminating power.

49. The referees shall, subject to the provisions of this Act, from time to time prescribe and certify the mode to be adopted for testing and recording the illuminating power of gas supplied by the Company, and the number of the times of testing.

Examination of gasworks by referees.

50. The referees shall with all practicable speed after their appointment, and the referees for the time being may from time to time thereafter, inspect the works of the Company and investigate the processes of manufacture carried on therein, with the view of ascertaining the means adopted therein for purifying gas and for preventing nuisance, and may from time to time apply all such tests as they think expedient, at the works of the Company or elsewhere, for ascertaining the amount of sulphur and ammonia and of compounds thereof, or other impurity, with which gas supplied by them is charged.

Access to works.

51. The Companies shall give to such referees and each of them, and to their clerks, servants, and workmen, access to the works of the Companies, and shall when required afford to them and him all facilities for the proper execution of their and his duty.

Certificate of maximum and time.

52. Such referees shall from time to time ascertain with what degree of purity the Company can reasonably be required to make and supply gas continuously without occasioning a nuisance to the neighbourhood in which the works are situate, and shall thereupon prescribe and certify the maximum amount of impurity in each form with which gas supplied by the Company should be allowed to be charged, and the time from which the allowance thereof should be enforced as against the Company, regard being had to the necessity for any alteration of works by the Company consequent on any such certificate.

Mode and times of testing purity.

53. The referees shall from time to time prescribe and certify the mode to be adopted for testing and recording the purity of gas supplied by the Company, and the number of the times of testing.

Freedom from sulphuretted hydrogen.

54. Gas supplied by the Company shall be wholly free from sulphuretted hydrogen, and nothing in this Act shall authorize the referees to allow of gas being charged with any amount of impurity in that form.

Provision of testing places and apparatus.

55. The referees shall from time to time prescribe and certify what testing places and what apparatus therein for testing the illuminating power and purity of gas shall be provided by the Company, every such place being as near as may be but not less than one thousand yards distant from the station from which the gas to be tested thereat is supplied, and the Company shall provide and maintain such testing places and apparatus accordingly, but so that not more than one testing place be required for each station at which gas is manufactured.

Control, &c. of testing places.

56. The prescribed testing places and apparatus provided by the Company shall be under the control and management of the

A.D. 1869.

Metropolitan Board of Works, but the Company may also have a separate testing place in the same building under their own control and management.

Description of burner for testing illuminating power.

57. The referees shall prescribe the burner for testing the illuminating power of the gas, and it shall be such as shall be the most suitable for obtaining from the gas the greatest amount of light, and be practicable for use by the consumer.

Appointment of gas examiner.

58. The Metropolitan Board of Works shall as soon as may be after the passing of this Act appoint, and shall always keep appointed, a competent and impartial person or persons to be a gas examiner or gas examiners for the several testing places.

Appointment of chief gas examiner.

59. There shall be a chief gas examiner, being a competent and impartial person, from time to time appointed by and removable by the Board of Trade.

Daily testing.

60. A gas examiner shall at each testing place test daily the illuminating power and purity of gas supplied by the Company, and in the event of the same being ascertained to be defective in either particular, he shall forthwith give notice thereof to the Company.

Testings for illuminating power.

61. There shall be testings of illuminating power made three times at least each day, and at intervals of not less than one hour, between the hours of five o'clock and ten o'clock in the afternoon in the months of October to March, both inclusive, and between the hours of eight o'clock and eleven o'clock in the afternoon in the months of April to September, both inclusive; and nothing in this Act shall authorize the referees to prescribe fewer testings than those directed by this section.

Illuminating power for day.

62. The average of all the testings of illuminating power prescribed by the referees on each day shall be deemed to represent the illuminating power on that day.

Representation of Company.

63. The Company may, if they think fit, on each occasion of the testing of the gas by a gas examiner, be represented by some officer, but such officer shall not interfere in the testing.

Daily reports and access to books.

64. Each gas examiner shall on each day make and deliver a report of the result of the testings conducted by him on the immediately preceding day to the Metropolitan Board of Works, and to the chief gas examiner, and to the Company; and the books kept by a gas examiner for recording the results of the testings by him shall be open at all reasonable times to the inspection of the Company without payment.

Appeal to chief gas examiner.

65. If the Company think themselves aggrieved by any report of a gas examiner, they may, within seven days after the day on which the report of the gas examiners shall have been delivered to the Company, appeal to the chief gas examiner, whose decision (after hearing the parties) shall be final and conclusive, and the chief gas examiner shall report every such decision to the Metropolitan Board of Works and to the Company.

Where no appeal, report of examiner final.

66. If in any case the Company do not appeal as aforesaid the report of the gas examiner shall be final and conclusive.

Auditor of accounts.

67. There shall be an auditor of the accounts of the Company, being a competent and impartial person, from time to time appointed by and removable by the Board of Trade.

Ascertainment of capital of Company.

68. The auditor shall with all practical speed after the passing of this Act investigate the accounts of the Company, and ascertain and certify the amounts of their capitals, distinguishing share from loan capital.

Form of accounts.

69. The auditor shall from time to time prescribe an uniform form of accounts to be kept by the Company.

Periodical audit.

70. The auditor shall audit the half-yearly accounts of the Company, and if he finds the same correct he shall forthwith certify to that effect; but if in any instance he finds the accounts incorrect in principle or in detail, he shall require the Company to correct the same in such manner as he thinks right, and he may, if he thinks fit, grant a conditional certificate so as to authorize the payment of a dividend, subject to correction if need be; and, except in the case of a conditional certificate, a dividend shall not in any case be declared until the accounts are certified by the auditor to be correct. The accounts as certified shall be laid before both Houses of Parliament.

Facilities for auditor.

71. The Company shall give to the auditor, his clerks and assistants, access to the books and documents of the Company, and shall when required furnish to him and them all vouchers and information requisite for the purposes of the audit, and shall afford to him and them all facilities for the proper execution of his and their duty.

Arbitration between auditor and Company.

72. If the Company think themselves aggrieved by any act, determination, or omission of the auditor, the matter in difference shall be referred to the determination of an arbitrator agreed on between the Company and the auditor, or in default of agreement appointed, on the application of either party, by the Lord Chief Justice of the Court of Common Pleas, and the reference shall be

A.D. 1869.

subject and according to the provisions of "The Common Law Procedure Act, 1854;" and the decision of the arbitrator shall be final and conclusive; and subject to this provision the Company shall observe and abide by the directions and determinations of the auditor.

Pressure of gas.

73. All gas supplied by the Company to a private customer shall (except in case of accident or repairs) be supplied at such pressure as to balance from midnight to sunset a column of water not less than six tenths of an inch in height, and to balance from sunset to midnight a column of water not less than eight tenths of an inch in height, at the main, as near as may be to the junction therewith of the service pipe supplying the customer's house, building, or lands; if the Company fail in any case to comply with this section they shall for each day on which they so fail be liable to a penalty not exceeding ten pounds.

Governors for street lamps.

74. The Company supplying gas to public lamps, or the local authority, may at their own expense cause to be affixed to each lamp a street lamp governor, and the local authority or the Company (as the case requires) shall be entitled to have access thereto for the purpose of examining the same; and in case any dispute arises between the Company and the local authority with reference to the affixing, operation, or inspection of governors, the same shall be referred to the determination of the chief gas examiner, whose decision shall be final and conclusive.

Settlement of differences by arbitration.

75. Section thirty-eight of the Act of 1860 shall for the purposes of this Act be read as if "The Lands Clauses Consolidation Act, 1845," were therein mentioned instead of "The Companies Clauses Consolidation Act, 1845."

Company to make a map of mains and appliances beneath the public ways.

76. The Company shall, within six months of the passing of this Act, make a map of the district within which their mains or pipes are or shall be laid, to an uniform scale of not less than three feet to a mile, and shall show thereupon the lines and sizes of all their existing mains and pipes, except service pipes, and shall once in every year, on or before the thirty-first day of December, correct such map and make such alterations in or additions thereto as may be necessary to show correctly as near as may be the lines and sizes of the various mains and pipes, except as aforesaid, and shall keep such map in the principal office of the Company, and the same shall be open to the inspection of the respective local authorities and their officers, and to the public generally, at all reasonable times, who may inspect or take copies of or extracts of the same; and the Company may charge and take the sum of one shilling for each inspection of such map, and the further sum of two shillings and sixpence for each

extract, tracing, or copy taken of such map, and such map may be in several sheets.

Penalty on Company for default.

77. If the Company wilfully fail to comply with any requirements of this Act in respect of such map, they shall for every such offence forfeit and pay any sum which two justices of the peace may adjudge, not exceeding the sum of fifty pounds.

Deposit in case of dispute.

78. Where a dispute arise between the Company and one of their customers respecting any payment to be made to the Company, if the customer deposits with the Company by way of security the amount claimed by them, it shall not be lawful for the Company to discontinue a supply of gas to the customer by reason of the dispute; but nothing herein shall authorize the Company, where such deposit is not made, to discontinue a supply of gas to the customer in any case in which they would not have been authorized to do so if this Act had not been passed.

Remuneration and expenses of referees, &c.

79. The remuneration of the referees, and of the chief gas examiner, and of the auditor, shall be such as the Board of Trade from time to time direct, and the same and all expenses properly incurred by them in or about the execution of their duties shall be paid by the Company, on demand, to such fund or account, and in such manner, as the Board of Trade from time to time direct, and shall be a debt due from the Company to the Crown, and shall be recoverable accordingly with costs.

Remuneration and expenses of gas examiners.

80. The remuneration of the gas examiners and all expenses incurred by them in executing their duties shall be paid by the Metropolitan Board of Works as part of the expenses of the execution of the Acts relating to them.

Certain sections of 23 & 24 Vict. c. 125. as in schedule to this Act repealed.

81. Such parts of the Act of 1860 as are described in the schedule to this Act, and any part of any special Act of the Company inconsistent with this Act, so far only as they respectively relate to the Company, are hereby repealed, and the Act of 1860 so amended shall, as to the Company, be read throughout as if the Board of Trade had been inserted therein instead of Her Majesty's Principal Secretary of State for the Home Department.

Incoming tenants to give security if required.

82. The fifteenth and sixteenth sections of the Metropolis Gas Act, 1860, which require security to be given, shall apply to the supply of gas or of meters to any person who shall succeed a tenant in the occupation of a house or premises where at the time of such person's entering into possession gas was consumed, and who shall desire to continue to use the gas of the Company, as though the Company had not theretofore supplied the said house and premises;

A.D. 1869.

and the Company in default of such person's compliance may discontinue the supply of gas to such person and remove the meter.

Notice to Company of connecting or disconnecting meters.

83. Before any person connects or disconnects, or allows any other person to connect or disconnect, any meter by which any of the Company's gas is intended to be or has been registered he shall give not less than twenty-four hours notice in writing to the Company of his intention so to do, and if any person fail to give such notice he shall for every such offence forfeit not exceeding five pounds.

Repair of meters.

84. Every consumer of gas of the Company shall at all times and at his own expense keep every meter belonging to him whereby any gas of the Company is registered in proper order, and proper and sufficient in all respects for correctly registering the gas supplied to him, and in default thereof the Company may cease to supply gas through such meter, and the Company shall at all reasonable times have access to and be at liberty to take off, remove, test, inspect, replace, and, if necessary, repair any meter belonging to a consumer, and if the meter be found in proper order, and proper and sufficient in all respects, the taking off, removing, testing, inspecting, and replacing to be done at the expense of the Company, but otherwise at the expense of the consumer, together with the cost of repair; and if any consumer refuses or prevents the access to and the removal of such meter for the purpose aforesaid, it shall be lawful for the Company to cut off the supply of gas without further notice.

Power to remove meters and fittings.

85. The Company, after twenty-four hours notice in writing under the hand of the secretary or some other officer of the Company to the occupier, or if unoccupied then to the owner or lessee of any land, house, or building in which any pipe, meter, or fitting belonging to the Company is laid or fixed, and through or in which the supply of gas is from any cause other than the fault of the Company discontinued, may enter the premises within the hours of nine in the morning and four in the afternoon for the purpose of removing and may remove the pipes, meters, or fittings, repairing all damages caused by the entry or removal; and every such notice shall be served by being delivered to the person for whom it is intended or left at his usual or last known place of abode, or if the person or his address be not known to the Company after due inquiry, then by being affixed on some conspicuous part of the said premises.

Fraudulently injuring meters.

86. Every person who wilfully, fraudulently, or by culpable negligence injures or suffers to be injured any meter or fitting of the Company, or fraudulently alters or suffers to be altered the index to any meter, or prevents any 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 not exceeding five pounds, and the Company may in addition thereto recover the amount of any damages by them sustained, and, notwithstanding any contract with respect to the supply of gas to the person so offending, the Company may also discontinue the supply of gas to the person so offending; and the existence of artificial means for the alteration or prevention of the due registration of any meter shall, when the meter is in the custody or control of the consumer, be primâ facie evidence that the same has been fraudulently, knowingly, and wilfully caused by the consumer using the meter.

For preventing frauds and waste of gas.

87. If 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 other Acts of the Company, or wilfully fails to do anything which under this Act or other Acts of the Company 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 of damage or injury remains or is not remedied, and also may recover in any court of competent jurisdiction 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.

Power to purchase lands for gasworks, and to manufacture residual products.

88. In addition to any lands which they are already empowered to purchase and hold, the Company may from time to time purchase by agreement and hold all or any of the lands in the parish of West Ham herein-before described, and thereon, or on any part thereof, may construct works for the manufacture of gas, and manufacture and convert their residual products and the refuse material from the manufacture of gas, and the Company may sell and dispose of their said residual products and refuse material without manufacturing or converting the same, or after such manufacture or conversion; and such operations shall be objects and purposes for which the recited Acts and this Act may be put in force as if the same had been specially referred to in the sixth section of "The Imperial Gas Act, 1854:" Provided that nothing in this Act contained shall prevent the Company from being liable to an indictment or information for nuisance, or to any other legal proceedings to which they may be liable in consequence of any such operations: Provided also, that it shall not be lawful for the Company to manufacture or store gas on

A.D. 1869.

any lands except the said lands in West Ham, and lands upon which they had power to manufacture and store gas immediately before the passing of this Act.

Power to make bridges, purchase land, &c.

89. Subject to the provisions of this Act, the Company may make and maintain in the line or within the limits of lateral deviation, and according to the levels shown on the deposited plans and sections, a bridge over the river Lea and a bridge over Bow Creek, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose, or for the purpose of forming a convenient road or approach to the Company's proposed new gas-works from Saint Leonard Street, Bromley.

Limiting time for compulsory purchase of land.

90. 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 from the passing of this Act.

Consent of conservators to interference by Company with bed of Thames.

91. Nothing in this Act shall authorize the Company to embank, encroach on, or interfere with any part of the soil, bed, or shore of the river Thames, or of any creek or inlet thereof, except in accordance with a plan approved by the Conservators of the river Thames.

Company not to interfere with extension of Suffolk Street to Congreve Street.

92. The Company shall not within two years from the passing of this Act construct any works in the parish of Saint Pancras so as to interfere with the extension by the vestry of Saint Pancras of Suffolk Street to Congreve Street, as provided for by section eight of "The Great Northern Railway (Additional Powers) Act, 1866."

Company may provide houses, &c. for workmen.

93. The Company may from time to time build, provide, and maintain and let houses and offices for any of their workmen, servants, or other persons in their service or employment.

Certain powers conferred upon the Company to cheapen the manufacture, &c.

94. The Company, either by themselves or in combination with any other gas companies, may purchase or take on lease, hire, hold, and work railway trucks, collier ships, lighters, and vessels, and may have and exercise all such powers and authorities in reference thereto respectively as any person may lawfully have and exercise, but so that the powers to be exercised by any company under this enactment shall be such only as may be conducive to economy in the production or improvement in the quality of gas.

Bridge over Bow Creek and other works to be made according to plans deposited with the conservators.

95. The bridge over Bow Creek, and all works by this Act authorized to be made in or upon the bed, shore, or banks of the river Thames, or of any creek or inlet thereof, shall only be made on a site and according to a plan and elevation to be approved by the Conservators of the river Thames, and deposited at their office, and such bridge and works shall be executed to the satisfaction of the

engineer of the conservators, and the clear height of headway under the bridge over Bow Creek shall not be less than thirteen feet above Trinity high-water mark in the centre, and the foundation of the piers and abutments of the bridge shall be sufficient to allow of any future deepening of the creek to the extent of at least thirty feet below the level of Trinity high-water mark, and the traffic of the river Thames and of Bow Creek respectively shall not be interrupted more than is absolutely necessary in the making of the said bridge and works, and the plan for the coffer dams, staging, and other temporary works shall be approved by the conservators before the same shall be commenced, and such temporary works shall only be made in accordance with such plans.

Lights to be exhibited.

96. During the construction of the bridges and works upon the bed, shore, or banks of the river Thames, or of any creek or inlet thereof, and ever after the completion thereof, the Company shall exhibit such lights, from sunset to sunrise, upon the bridge and works, and in such positions, as the conservators may from time to time deem necessary for the safe navigation and guidance of vessels, and which they shall by writing under the hand of their secretary direct; and in case the Company shall neglect to exhibit and keep the lights as required burning they shall forfeit and pay for every such offence the sum of twenty pounds.

Consent of conservators to Company taking gravel, &c. from Thames.

97. The Company shall not dredge nor take any gravel, soil, or other material from the bed or shore of the river Thames, or of any creek or inlet thereof, except where, when, and upon such conditions as the Conservators of the river Thames in writing approve.

Restriction on Company placing buoys in Thames.

98. No buoy, dolphin, mooring post, or mooring craft shall be laid down or placed by the Company in any part of the river Thames, or of any creek or inlet thereof, without the consent in writing of the Conservators of the river Thames.

In case works abandoned.

99. If any work constructed by the Company under the powers of this Act in the river Thames, or in any creek or inlet thereof, shall be abandoned or suffered to fall into disuse or decay, the Conservators of the river Thames may abate and remove the same or such part thereof as they think fit, and restore the site thereof to its former condition at the cost of the Company, and the amount thereof shall be a debt due from the Company to the said conservators, and be recoverable accordingly as such with costs of suit, or may be recovered with costs as a penalty is or may be recoverable from the Company.

Saving rights of the conservators of the river Thames.

100. Except as herein expressly provided, nothing in this Act contained shall extend or be construed to extend to prejudice or

A.D. 1869.

derogate from the estates, rights, interests, liberties, privileges, or franchises of the Conservators of the river Thames, or to prohibit, defeat, alter, or diminish any power, authority, or jurisdiction which at the time of the passing of this Act the said conservators did or might lawfully claim, use, or exercise.

Power to lay down pipes to connect works, and limits of supply.

101. Subject to the provisions of this Act and of "The Imperial Gas Act, 1854," "The Metropolis Management Acts," and "The Metropolis Gas Act, 1860," it shall be lawful for the Company to lay down, maintain, alter, and repair mains and pipes to connect their several existing and authorized gasworks, and also the mains and pipes within their limits of supply, with their new works, and for such purpose from time to time to open or break up and carry mains and pipes through, across, over, or under, or by the side of, or otherwise, any street, bridge, railway, river, canal, or public place which it may be necessary or convenient to open or break up or otherwise interfere with for such purpose, doing as little damage as may be, and repairing all damage done, or making full compensation for such damage; but none of the powers given to the Company by this Act shall extend to the city of London or the liberties thereof.

Streets through which mains pass to be deemed within the limits for certain purposes.

102. All streets beyond the limits of the Company's existing Acts through or under which the Company may deem it necessary to lay or maintain mains or pipes for conveying the gas from or to any of their gasworks (inclusive of the gasworks by this Act authorized) shall, for the purposes of laying and from time to time repairing and renewing and of maintaining such mains and pipes, but not for supplying gas or otherwise, be deemed within the limits of the Company; and the provisions of "The Gasworks Clauses Act, 1847," with respect to the breaking up of streets for the purpose of laying pipes shall be applicable to the before-mentioned streets accordingly.

Where pipes of the Commercial Gas Company interfered with, work to be done by and at the cost of the Company.

103. And whereas in the execution of the works by this Act authorized the mains, pipes, syphons, plugs, drains, and other works belonging to the Commercial Gas Company may be intersected or otherwise injuriously interfered with: Be it enacted, that all works, matters, and things which the Company may be empowered or required to do or execute with reference to the mains, pipes, syphons, plugs, drains, or other works of the Commercial Gas Company shall be done and executed by and at the cost of the Company, and under the direction and to the reasonable satisfaction of the engineer for the time being of the Commercial Gas Company.

As to mains crossing the works of a railway or other company.

104. If any difference shall arise between the Company and any railway, canal, or other company whose land or works it may be essential for the Company to cross in laying down, repairing, altering,

or enlarging their mains or pipes from time to time for the purposes of meeting the demands for gas within their district, as to the mode of laying down, repairing, altering, or enlarging such mains or pipes, or the facilities to be afforded for the same, the same shall (except as herein otherwise provided) be settled by an engineer to be appointed by the Board of Trade at the request of either Company.

As to the laying down of mains and pipes under or over the North London Railway.

105. Notwithstanding anything herein contained, it shall not be lawful for the Company, without the consent of the North London Railway Company under their common seal, or under the hand of their secretary, first had and obtained, to lay down mains and pipes across the North London Railway in any other manner than under or over such railway at such places only where the railway is carried by a bridge over public roads, or the public road is carried over the railway by a bridge; and such mains or pipes shall be laid down to the reasonable satisfaction of the engineer for the time being of the North London Railway Company, and according to plans previously approved of by such engineer and the engineer of the Company, or, in the event of their not agreeing, in such manner as shall be settled by arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration.

Saving rights of the North London Railway Company.

106. Except as by this Act expressly provided, nothing in this Act shall extend to prejudice, diminish, alter, or in any way affect any of the rights, privileges, powers, or authorities vested in the North London Railway Company.

As to works affecting the London and North-western Railway Company or the Midland Railway Company.

107. 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 the Midland Railway Company, or any of the bridges or works thereof, or any lands or property belonging to either of those Companies, shall be done under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the Company to whom such bridges, works, lands, or property belong, 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 interruption to the passage or conduct of traffic over any such railway or at any station thereof, and if any injury shall arise to such railway, bridges, works, lands, or property, or any interruption to such traffic, the Company shall make full satisfaction in respect of such injury or interruption.

Mode of crossing river Lee navigation.

108. The bridges over the Lee navigation and Bow Creek by this Act authorized shall be constructed by the Company of good and substantial materials, and at all times for ever thereafter maintained and kept in good repair by them, such bridges to be built of brick,

A.D. 1869.

stone, or iron of one span each, and to be at the point of crossing not less than one hundred and ten feet between the abutments, including the towing-path, and the soffit or under side of each such span shall be in no place of less in height than thirteen feet above Trinity high-water standard, and the foundation walls of the abutments of the bridges shall be carried to such a depth as shall allow for the future deepening of the Lee navigation by the Lee Conservancy Board (herein-after called the Conservancy Board) to an extent not exceeding twenty feet below high water Trinity standard in the Lee navigation, and thirty feet in Bow Creek; and the Company shall during the whole period of constructing and completing the bridges, and during any future repairs, leave an open and uninterrupted waterway for the passage of boats, barges, and other vessels along the said navigation of the width of thirty feet at the least, and an uninterrupted horseway along the said towing-path of the width of eight feet at the least, both waterway and horseway having a clear height or headway of at least ten feet above the Trinity standard level: Provided always, that the bridges shall be completed, and the foundation walls of the abutments of the bridges shall be built and carried up to a height of nine feet at least above the towing-path, before the expiration of twelve calendar months next after the commencement of the bridges, from the expiration of which period the whole of the Lee navigation and towing-path shall be left clear for traffic.

Execution of the several works affecting the Lee navigation.

109. The bridges and all the works, matters, and things incidental thereto to be done in pursuance of this Act shall be completed before the expiration of twelve calendar months next after the commencement of the same respectively, and all such bridges and works shall be constructed and for ever thereafter maintained to the reasonable satisfaction of the engineer or surveyor for the time being of the Conservancy Board; and the said bridges and other works, and all future repairs thereof, shall be done and executed according only to plans and specifications in each case to be submitted to and approved by such engineer previously to the commencement of any of the said works, and such bridges and all other works or repairs shall be commenced, carried on, and completed under the superintendence and to the reasonable satisfaction of such engineer at the expense of the Company; and all costs, charges, and expenses which the Conservancy Board may be put to by reason of the works of the Company, whether in the execution or repair of such works, or the examination of plans or designs, superintendence, or otherwise, shall be paid to the Conservancy Board by the Company on demand.

If navigation obstructed, Company to pay damage.

110. If in the execution of any of the works by this Act authorized, or by reason of the bad state of repair of any such works or of

the bridges by this Act authorized, it shall happen that the navigation or the towing-paths thereof shall be so obstructed that boats, barges, or other vessels navigating or using the same, or the horses employed in towing or hauling, shall be impeded in their passage or shall not be able to pass along the same, or in case the navigable waterway and towing-path by this Act required to be preserved shall at any time or times be contracted to less than the prescribed width, or if the water shall be drawn off or suffered to leak or drain away from the navigation, then and in any and every such case the Company shall pay to the Conservancy Board, as or by way of ascertained damages, five pounds for every hour, to be computed from the time at which notice in writing of such impediment, obstruction, or leakage shall have been given to the secretary of the Company, to the extent of seventy-two hours; and if any such obstruction shall continue beyond seventy-two consecutive hours, or shall have been occasioned by any wilful act on the part of any of the servants or persons employed by the Company, then and in every such case the Company shall pay to the Conservancy Board the sum of ten pounds for every hour from the termination of such seventy-two hours during which the obstruction shall continue, as or by way of ascertained damages; and in default of payment of the said sum or sums, after demand made on the secretary for the time being of the Company, the same may be summarily recovered before any two of Her Majesty's justices of the peace for the counties of Middlesex or Essex on complaint to them for that purpose made, which complaint the said justices are hereby authorized to hear and determine; and in default of payment on demand after judgment made, the same, together with all the costs and expenses attending such proceedings, shall and may be levied by distress and sale of the goods and chattels of the Company by warrant under the hands and seals of any two such justices.

If works affecting Lee navigation not kept in repair, Conservancy Board may repair same.

111. In case the bridges or other works by this Act authorized shall not respectively be kept in good repair and condition, it shall be lawful for the Conservancy Board themselves to put the same in good repair and condition, and summarily to recover the expenses of and attending the same from the Company in the manner herein-before mentioned: Provided always, that nothing herein contained shall extend to prevent the Conservancy Board from recovering against the Company any special damage that may be sustained by them on account of the acts or defaults of the Company, or of any person or persons employed by them or acting under their authority, beyond the amounts herein-before specified, and they are hereby authorized to sue for and recover such special damage accordingly, with full costs of suit, in any court of competent jurisdiction.

A.D. 1869.

Saving rights of the Conservancy Board.

112. Nothing in this Act contained shall extend to prejudice, diminish, alter, take away, or affect any of the estates, rights, powers, privileges, or authorities vested or to be vested in the Conservancy Board or their successors, or authorize or empower the Company to alter the line or level of the navigation or any of the works thereof, or of the towing or foot paths thereto, or of any or either of them, or any part thereof respectively, or in any manner to obstruct or impede the navigation or any part thereof, or to abstract, divert, intercept, cut off, take, use, or diminish any of the waters therein, or to divert or turn any watercourse or land drain into any part of the navigation, or to purchase, take, use, or interfere with or injure any of the locks, wharves, side ponds, lay-byes, towing-paths, bridges, banks, or other works of the navigation or any part thereof, or to purchase, take, or use any of the lands or buildings or other property belonging to the Conservancy Board, or to do any act whatever to the prejudice of the navigation (except so far as they may be authorized so to do under the express provisions of this Act), without the consent of the Conservancy Board in writing under their common seal first had and obtained.

Saving rights of the Regent's Canal Company.

113. Nothing in this Act or in the Acts wholly or partially incorporated with this Act contained shall take away, diminish, or affect any of the rights, privileges, or powers vested in the company of proprietors of the Regent's Canal (herein-after called the canal company), and the Company shall not, except as herein-after mentioned, without the consent in writing of the canal company under their common seal first had and obtained, take, use, or in any manner interfere with any part of the Regent's Canal or of the Hertford Union Canal, otherwise Sir George Duckett's Canal, or of the towing-paths, roads, locks, lay-byes, bridges, wharves, or works connected with those canals respectively, or of either of them, or any land belonging to the canal company or in which the canal company is interested, save that the Company may nevertheless carry their pipes either under or over the Regent's Canal or Hertford Union Canal as herein-after provided; (that is to say,)

1. If the Company carry their pipes under the Regent's Canal or Hertford Union Canal, they shall do so at such a depth below those canals respectively as to leave clear and untouched ten feet at least in depth below the level of the regulating weir of the ponds of those canals respectively crossed by such works, and the Company shall make and keep those canals water-tight so far as the works of those canals respectively shall be interfered with by the Company.
2. If the Company carry their pipes over the Regent's Canal or Hertford Union Canal, they shall do so by means of the

bridges by which the public roads are carried over those canals respectively, and shall carry their pipes at a level above and clear of the intrados or under side of the arches or girders of such bridges respectively, and the Company shall be at liberty to remove one or more girders and so much of the brickwork of such bridges as may be necessary for the purpose of carrying their pipes across such bridge in the place of the girder or girders or brickwork removed.

Construction of works under or over the Regent's Canal or Hertford Union Canal.

114. Whether the pipes be carried under or over the Regent's Canal or Hertford Union Canal, the works of the Company affecting those canals respectively shall be carried on and completed so and in such manner that no obstruction shall be caused to the boats or barges navigating those canals respectively, or to the horses towing the same, and the Company shall not during the progress of constructing such works contract or in any manner interfere with the existing waterway and towing-paths of those canals respectively, or of either of them.

Company to construct and keep works in repair.

115. All the before-mentioned works executed by the Company shall be constructed and thereafter maintained in good, substantial, and water-tight repair by the Company, and, so far as relates to all necessary precautions for the safety of the Regent's Canal and Hertford Union Canal, the bridges across the same, and the towing-paths, the water in the canals, and the works connected therewith respectively, and for preserving a free and uninterrupted passage along those canals and towing-paths respectively, the before-mentioned works and all future repairs thereof that may be required from time to time shall be constructed and performed according to plans and specifications to be submitted to and previously approved by the engineer for the time being of the canal company, and the same works shall be commenced, carried on, and completed under the superintendence and to the reasonable satisfaction of such engineer; and in case, during the progress of any of the works, any damage shall be occasioned to the Regent's Canal or Hertford Union Canal, or the towing-paths or the works thereof, or the bridges over the same respectively, the Company shall, under such superintendence and to such satisfaction as aforesaid, restore the same to the same state and condition as before the happening of any such damage, and if any of the before-mentioned works shall be imperfectly constructed, or if at any time or times thereafter the works or any part thereof shall be out of repair, or otherwise any loss of water or any obstruction of the navigation of the Regent's Canal or Hertford Union Canal shall occur, and notice thereof in writing shall be given by any agent of the canal company to the Company or their secretary or other officer,

A.D. 1869.

and the Company shall not for the space of fourteen days after such notice shall have been given, or forthwith, if the nature of the case shall require it, well, sufficiently, and effectually amend such construction or repair such works, or prevent such loss of water, or remove such obstruction, as the case may be, under such superintendence and to such satisfaction as aforesaid, and complete the same with all reasonable expedition, it shall be lawful for the canal company from time to time to make good such construction, to perform such repairs, to prevent such loss of water, or to remove such obstruction, as the case may require; and the Company shall from time to time pay to the canal company, within fourteen days after demand, all the costs and expenses which may be incurred by them in and about such superintendence, construction, repairs, and works as aforesaid.

Difference to be settled by arbitration.

If any difference shall arise between the Company and the canal company in the execution of any works authorized by this Act, whether any disapproval or dissatisfaction expressed by the engineer of the canal company is reasonable, the same shall (but without prejudice to any other discretion hereinbefore given to the canal company) be referred to the decision of a civil engineer appointed, on the application of either party, by the Board of Trade.

Works to be completed within twelve months.

116. Except as by this Act otherwise expressly provided, such portions of the before-mentioned works as may be from time to time undertaken shall be completed within the period of twelve months after the day on which the same shall have been from time to time commenced, and if such works are not so completed within that period the Company shall forfeit and pay to the canal company as liquidated damages the sum of twenty pounds for every day after the expiration of that period until the same and every part thereof shall be completed; and if in the execution of any of the works by this Act authorized to be made, or by reason or in consequence of any act, neglect, or omission of the Company, or their agents, servants, or workmen, or in consequence of any of the works when made, the water of the Regent's Canal or Hertford Union Canal shall leak, escape, or run to waste, the Company shall pay to the canal company the sum of ten pounds as liquidated damages for every reasonably estimated nine thousand cubic feet of water which shall have so leaked, escaped, or run to waste after three days notice of such leakage shall have been given on behalf of the canal company to the Company, and in the same proportion for any greater or less quantity; and if by reason of any of the circumstances or causes aforesaid it shall happen that the navigation of the Regent's Canal or Hertford Union Canal, or the passage along the towing-paths thereof respectively, shall be so obstructed or interrupted as that

boats or barges navigating the canals, or the horses towing the same, shall be impeded in their passage, or shall not be able to pass uninterruptedly along the canals or towing-paths, or any or either of them, then and in any and every such case the Company shall pay to the canal company the sum of ten pounds as liquidated damages for every hour during which any and every such obstruction or interruption shall continue after notice thereof shall have been given by any agent of the canal company to the Company or their secretary or other officer; but if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours after such notice, or shall be caused by any wilful act, neglect, or omission on the part of the Company, or of any of their agents, servants, or workmen, then and in every such case the Company shall pay to the canal company the sum of twenty pounds as liquidated damages for every hour during which such obstruction or interruption shall continue.

Regent's Canal Company and others not to be precluded from recovering special damages.

117. Nothing herein contained shall extend to prevent the canal company, or any owner of boats or barges, or any other person whomsoever using the Regent's Canal or Hertford Union Canal, or the bridges over the same, from recovering from the Company any special damages that may be sustained by them or any of them, or that they or any of them may be liable to pay for or on account of, or by reason or in consequence of, the wilful acts, neglects, or defaults of the Company, or in consequence of the flowing or escape of the water out of the canals, or either of them, if the same shall be caused or happen by reason of the making or maintaining of any of the herein-before mentioned works respectively, beyond the amount of such liquidated damages as aforesaid, in case such special damages shall exceed the amount of the liquidated damages aforesaid, and the canal company and any such owner or other person are hereby authorized to sue for and recover such special damages in any court of competent jurisdiction.

For protection of Grand Junction Canal.

118. Nothing in this Act or in the Acts wholly or partially incorporated with this Act contained shall be held to authorize the Company, temporarily or permanently, to enter upon, take, or use, or in any way interfere with for any purpose any portion of the canal belonging to the company of proprietors of the Grand Junction Canal, or the lands, towing-paths, locks, wharves, basins, feeders, or other works thereof, without the consent of that company of proprietors previously given in writing under their corporate seal.

Company to give notice before interfering with

119. The Company shall not begin any work interfering with or in any way affecting any of the mains or pipes of the East London Waterworks Company unless at least twenty-one days previous

A.D. 1869.

mains, &c. of East London Waterworks Company.

notice in writing of the intention so to do, describing the manner in which it is proposed to interfere with the mains or pipes, be given to the engineer of the East London Waterworks Company, or left for him at their principal office.

Company not to interfere prejudicially with mains, &c. of East London Waterworks Company.

120. The Company shall not without in every case the previous consent of the East London Waterworks Company execute any works which would render it necessary in any way to alter, displace, or otherwise interfere with any of the mains or pipes or other works of that Company, where the alteration, displacement, or other interference would prevent, hinder, or prejudicially affect their supply of water by means of those mains, pipes, or works.

As to compensation for damage to East London Waterworks.

121. The Company shall from time to time fully compensate the East London Waterworks Company in respect of all damage and loss occasioned to them in the construction and maintenance or by reason of the failure or want of stability or repair of the works by this Act authorized, or any of them.

Works for East London Waterworks Company to be executed by their engineer at expense of Company.

122. The Company shall not in any way alter, displace, or otherwise interfere with any of the mains or pipes of the East London Waterworks Company, but that Company's engineer shall have the exclusive direction and management of and may execute all such works as he thinks necessary for the purpose of removing, altering, and restoring the mains or pipes, and of preventing during the execution thereof any interruption to the supply of water by the East London Waterworks Company, and all expenses properly incurred by them in that behalf shall be repaid to them by the Company.

In default of East London Waterworks Company the Company may execute necessary works.

123. Provided that if the East London Waterworks Company for ten days next after the day specified in the notice served by the Company for the commencement of the works interfering with or affecting any of the mains or pipes, or for ten days after such later day as the Company by notice in writing to the East London Waterworks Company specify for commencing the works, fail to commence or at any time thereafter fail to proceed with reasonable despatch in the execution of the works, the Company at their own expense may remove, alter, or otherwise interfere with the mains or pipes in such manner and to such extent as they deem necessary, and execute all such other works as they deem requisite for preventing any such interruption to the supply of water by the East London Waterworks Company.

East London Waterworks Company not to be liable for damage

124. The East London Waterworks Company shall not be liable for any damage or injury occasioned to the works of the Company, or to any streets or roads, or otherwise howsoever, by reason of any

of the works executed under this Act or in any way consequent thereupon, unless the damage or injury arise from the neglect or default of the East London Waterworks Company, their engineer, workmen, or servants.

arising from alterations of mains or pipes.

125. Except only 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, or privileges of the East London Waterworks Company.

Saving rights of East London Waterworks Company.

126. Whereas the works by this Act authorized will be constructed within the limits of the district supplied with water by the East London Waterworks Company, and it is expedient that the operations of the Company within that water district should be subject to the provisions contained in the forty-eighth and four following sections of the "Metropolis Gas Act, 1860:" Therefore, and for removing all doubt with reference thereto, all and singular the works and operations of the Company by this Act authorized within the limits of the district authorized to be supplied with water by the East London Waterworks Company shall be subject to those provisions as if the same were repeated in this Act with special reference to those works and operations of the Company by this Act authorized.

For protection of East London Waterworks Company.

127. If for the purposes of this Act the Company find it necessary or expedient to construct any work which shall pass over, under, or by the side of, or so as to interfere with, any river, sewer, drain, watercourse, river wall, defence, or work under the jurisdiction or control of the Commissioners of Sewers for the levels of Havering, Dagenham, Ripple, Barking, East Ham, West Ham, Leyton, and Walthamstow, in the respective counties of Essex, Middlesex, and Kent (hereinafter called "the said commissioners"), the Company shall not commence such work until they shall have given to the said commissioners twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the clerk of the said commissioners, with plans and sections of such intended work, and until the said commissioners shall have signified their approval of the same, unless the said commissioners fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans and sections and other particulars as aforesaid; and the Company shall comply with and conform to all the reasonable directions and regulations of the said commissioners in the execution and subsequent maintenance of such work, and shall provide by new, altered, or substituted works in such manner as the commissioners may deem necessary for the proper protection of and for preventing

For protection of works of Havering and Dagenham Commissioners of Sewers.

A.D. 1869.

injury or impediment to the rivers, sewers, drains, river walls, and other works herein-before referred to, by or by reason of such intended work or any part thereof, and shall save harmless the said commissioners against all and every the expense to be occasioned thereby; and any such work shall be executed by the Company under the direction, superintendence, and control of the engineer or other officer or officers of the said commissioners, as the case may be, at the costs, charges, and expenses in all respects of the Company; and all costs, charges, and expenses which the said commissioners may be put to by reason of the works of the Company shall be paid to the commissioners by the Company on demand, and when any new, altered, or substituted work as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall ever thereafter be maintained by the Company to the satisfaction of the engineer to the said commissioners for the time being, and, subject to the maintenance and use of such works by the Company according to the intent of this Act, the said works shall be as fully and completely under the direction, jurisdiction, and control of the said commissioners as any sewers or works now are or hereafter may be, and, except as by this Act expressly authorized, nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said commissioners or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed: Provided that if any dispute shall arise as to the mode of executing any such works as aforesaid, such matter or difference shall be referred to an arbitrator to be appointed by the Board of Trade, whose decision shall be final.

For protection of sewers of metropolitan and other boards.

128. Where any of the new works to be done under or by virtue of this Act shall or may pass over, under, or by the side of, so as to interfere with, any sewer, drain, watercourse, defence, or work under the jurisdiction or control of the Metropolitan Board of Works, or of any vestry or district board constituted under the "Metropolis Local Management Act, 1855," or any Act or Acts amending the same or extending the powers thereof, or of the West Ham local board of health, or with any sewers or works to be made or executed by the said boards or vestry, or either of them, or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control, the Company shall not commence such work until they shall have given to the said Metropolitan Board, or to the district board, or vestry, or the said West Ham local board, as the case may be, fourteen days previous notice in writing of their intention to commence the same by leaving such notice at the principal office

of such board or vestry, as the case may be, for the time being, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until such board or vestry respectively shall have signified their approval of the same, unless such board or vestry, as the case may be, do not signify their approval, disapproval, or other directions within fourteen days after service of the said plans, sections, and particulars as aforesaid; and the Company shall comply with and conform to all reasonable orders, directions, and regulations of the said Metropolitan Board, and of the respective boards or vestries, and the said West Ham local board, in the execution of the said works, and shall provide by new, altered, or substituted works in such manner as such boards or vestries respectively may reasonably deem necessary for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works or any part thereof, and shall save harmless the said Metropolitan Board, district board, and vestry, and West Ham local board respectively, against all and every the expense to be occasioned thereby, and all such works shall be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board, district board, or vestry, or West Ham local board, as the case may be, at the costs, charges, and expenses in all respects of the Company; and all costs, charges, and expenses which the said Metropolitan Board, or any district board or vestry, or West Ham local board, may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to such board or vestry by the Company on demand; and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Metropolitan Board, district boards, and vestry, and West Ham local board respectively, as the case may be, as any sewers or works now are or hereafter may be; and, except so far as is herein-before specially provided, nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said Metropolitan Board, district boards, and vestries, and West Ham local board, or any or either of them, or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed: Provided that no renewal or alteration other than a change of site of existing works shall be deemed new works under this Act; and

A.D. 1869.

if the Company shall complain of any withholding of consent on the part of any one of the said boards or vestry, or of any orders and directions and regulations, or of any charges sought to be imposed by any such board or vestry upon the Company in the execution of any such works, it shall be lawful for Her Majesty's Principal Secretary of State for the Home Department for the time being to nominate some engineer to determine every such difference, and such engineer, by order under his hand, may alter and authorize the works and the manner of executing the same, as he shall think fit, and after the date of the application by the Company to the said Secretary of State no penalty shall be incurred by any default of the Company, so far as it is occasioned by such matter only.

Saving rights of the Crown.

129. Nothing contained in this Act or in any of the Acts herein referred to, shall authorize the Company to take, use, or in any manner interfere with, any land, soil, tenements, or hereditaments, or any rights of whatsoever nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, without the previous consent in writing of the Commissioners for the time being of Her Majesty's Woods, Forests, and Land Revenues, or one of them, on behalf of Her Majesty, first had and obtained for that purpose (which consent such commissioners are hereby respectively authorized to give); and nothing in the said Act or Acts contained shall divest, take away, prejudice, diminish, or alter any estate, right, privilege, power, or authority now or from time to time vested in or enjoyed or exerciseable by the Queen's Majesty, Her heirs or successors.

Expenses of Act.

130. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

The SCHEDULE to which the foregoing Act refers.

PARTS of the Metropolis Gas Act, 1860, so far as they relate to the IMPERIAL GASLIGHT AND COKE COMPANY, repealed:

Sections 7 to 12, both inclusive.
Sections 25 to 34, both inclusive.
Section 37.
Sections 40 and 41.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1869.