ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cxxviii.

An Act to repeal, and re-enact with Amendments, the Provisions of the Act relating to the *Leamington Priors* Gaslight and Coke Company; to extend the Limits of Supply thereby authorized; to authorize an Increase of Capital; and for other Purposes. [19th *June* 1865.]

WHEREAS by an Act passed in the First and Second Years of the Reign of Her present Majesty, intituled *An Act for lighting with Gas the Town of* Leamington Priors *and the Neighbourhood thereof in the County of* Warwick, the several Persons therein named were incorporated by the Name of "The *Leamington Priors* Gaslight and Coke Company," and were authorized to supply Gas within the said Town and the Parishes of *Leamington Priors*, *Milverton*, *Whitnash*, *Lillington*, and *Radford Semele*, and for the Purposes of the said Company to raise and hold a Capital amounting to Thirty thousand Pounds, in Shares of Twenty Pounds each, and to borrow by Mortgage any Sums not exceeding in the whole the Sum of Ten thousand Pounds: And whereas the said Company have raised and expended the whole of the said Share 1 & 2 Vict. c. liii.

Capital of Thirty thousand Pounds, and have borrowed the further Sum of Ten thousand Pounds by Mortgage, under the Provisions of the recited Act; and in addition to the said Share and Loan Capital the said Company have incurred Debts amounting to Five thousand Pounds or thereabouts, and the same is now due as a floating Debt on the Credit of the Undertaking: And whereas, for the Purpose of supplying the increasing Demand for Gas, and of further extending the Supply thereof, it is expedient that the said Company should be re-incorporated, and enabled to raise an additional Sum by the Creation and Issue of new Shares or Stock, and by borrowing on Mortgage, and that further Powers should be given the said Company: And whereas it is expedient that the recited Act should be repealed, and the Provisions thereof re-enacted with Alterations and Amendments: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

1. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Leamington Priors* Gas Company's Act, 1865."

Recited Act repealed.

2. The recited Act is hereby repealed, and the Company thereby incorporated is hereby dissolved, but subject to the Conditions contained in this Act.

8 & 9 Vict. cc. 16. & 18., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 118., incorporated.

10 & 11 Vict. c. 15.

3. The several Acts of Parliament following; (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," (except such Parts thereof as refer to the Purchase of Lands otherwise than by Agreement,) "The Gasworks Clauses Act, 1847," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Companies Clauses Act, 1863," shall be incorporated with and form Part of this Act, except in so far as any of the Clauses of those Acts may be varied by or are repugnant to the Provisions of this Act: Provided always, that each Year out of the Profits of which the Preference Shares or Preference Stock issued under the Authority of this Act shall be entitled to the preferential Dividend assigned thereto shall end on the Twenty-ninth Day of *September*.

Interpretation of Terms.

4. In construing the incorporated Acts respectively for the Purposes of this Act, and in construing this Act, the following Words and Expressions shall have the Meanings hereby assigned to them respectively,

respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

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

The Expression "the old Company" shall mean the Company by this Act dissolved:

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

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

The Expression "the Undertakers" shall mean the Company:

The Expression "Quarter Sessions" shall mean any Quarter Sessions holden in and for the County of *Warwick*, or any Adjournment thereof:

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

The Word "Premises" shall include public and private Messuages and other Buildings, Lands, and Tenements whatsoever:

The Word "Street" shall include every public Street, Highway, Footpath, Turnpike Road, Lane, Square, Court, Alley, Thoroughfare, or Passage within the Limits of this Act:

The Expression "Gas Rate" shall mean Charge for Gas supplied:

The Expression "Meter Rent" shall mean the Charge for Hire of a Gas Meter:

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

10 & 11 Vict. c. 15. to apply to existing Works.

5. "The Gasworks Clauses Act, 1847," shall be held applicable as well to the Mains, Pipes, Meters, Fittings, and Works of the old Company already laid and constructed, and vested in the Company by this Act, as to the Mains, Pipes, Meters, Fittings, and Works to be hereafter laid down and constructed by the Company.

Limits.

6. The Limits of this Act with respect to the Supply of Gas shall comprise and include the Town of *Leamington Priors*, and the Parishes of *Leamington Priors*, *Milverton*, *Whitnash*, *Lillington*, and *Radford Semele*, in the County of *Warwick*, and the District within Five Miles in every Direction from the old Company's existing Works at *Leamington Priors*, excluding the Borough of *Warwick*.

7. The

Re-incorporation of Company.

7. The several Persons and Corporations who immediately before the passing of this Act were Proprietors of Shares in the old Company, and all other Persons and Corporations who have subscribed or shall hereafter subscribe to the Undertaking of the Company, and their Executors, Administrators, Successors, and Assigns respectively, shall be and are hereby united into a Company for the Purpose of making and supplying Gas within the Limits of this Act, and for doing all Acts necessary for that Purpose, and for other the Purposes of this Act and the said incorporated Acts authorized, and shall be incorporated by the Name of "The *Leamington Priors* Gas Company," and by that Name shall be a Body Corporate, with perpetual Succession, and may sue and be sued, and shall have a Common Seal, and have Power to purchase, hold, take on Lease, and sell Lands for the Purposes of the Undertaking, subject to the Restrictions and Provisions herein and in the incorporated Acts contained.

General Powers of the Company.

8. Subject to the Provisions of this and the incorporated Acts, the Company may do all such Acts as they think proper for manufacturing Gas and for supplying Gas within the Limits of this Act, and may manufacture and supply Gas accordingly, and may convert, manufacture, sell, or dispose of the Products and Residuum of any Materials employed in the Manufacture of Gas, or which may be compounded or produced from the Materials employed in such Manufacture, and may also manufacture, purchase, hire, sell, let, and furnish Meters, Lamps, Lamp Posts, Fittings, and Apparatus, and all other Articles and Things connected with the Supply and Consumption of Gas, in such Manner as the Company may think proper, and may provide and do all such Things as they may deem expedient for the Purposes of the general and incidental Business of a Gaslight and Coke Company.

Property of old Company vested in the Company.

9. Subject to the Provisions of this Act, all the Lands, Gasworks, and Erections, Buildings, Rights, and Easements, which immediately before the Commencement of this Act were vested in the old Company, or to which that Company were in anywise entitled, either at Law or in Equity, and all Mains and Pipes, Plant, Plugs, Lamps, Irons, Lamp Posts, Syphons, Retorts, Gauges, Meters, Apparatus, Stock, Effects, Matters, and Things which have been by them purchased or provided, laid down, erected, or placed, or which immediately before the Commencement of this Act were the Property of or belonging to the old Company, and all Monies, Securities, Credits, and Effects and other Property whatsoever belonging to the old Company, and the Benefit of all Leases, Contracts, and Engagements entered into by, with, or on behalf of the old Company and immediately before the Commencement of this Act in force, shall be and the

the same are hereby transferred to and vested in the Company, to the same Extent and for the same Estate and Interest as the same were previously to the Commencement of this Act vested in the old Company, and may, according to the Provisions of this Act, be held and enjoyed, sued for and recovered, maintained, altered, discontinued, or removed by the Company as they think fit.

Saving previous Rights and Liabilities.

10. Notwithstanding the Dissolution of the old Company and the Incorporation of the Company by this Act, and excepting as is by this Act otherwise expressly provided, everything before the Commencement of this Act done or suffered by or with reference to the old Company or the Shareholders thereof in that Capacity shall be as valid as if the old Company had not been dissolved or the Company had not been incorporated, and such Dissolution and Incorporation by this Act respectively shall accordingly be subject and without Prejudice to anything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the old Company had not been dissolved, and the Company had not been incorporated, and this Act were not passed, would be incidental to or consequent on any and every thing so done or suffered; and, with respect to all such Rights, Liabilities, Claims, and Demands, the Company shall, to all Intents and Purposes, represent the old Company and the Shareholders thereof in their Capacity of Shareholders: Provided always, that the Generality of this Enactment shall not be restricted by any of the other Clauses and Provisions of this Act.

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

11. Except as is by this Act otherwise specially provided, all Purchases, Sales, Grants, Conveyances, Leases, Deeds, Contracts, Bonds, Debentures, and Agreements entered into or made before the Commencement of this Act by, to, or with the old Company, or any Trustees or Persons acting on behalf of the old Company, or by, to, or with any other Person to whose Rights and Liabilities they have succeeded and now in force, shall be as binding and of as full Force and Effect against or in favour of the Company, and may be enforced as fully and effectually as if, instead of the old Company or the Trustees or Persons acting on behalf of the old Company, the Company had been a Party thereto.

Actions, &c. not to abate.

12. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which was pending by or against the old Company, or any Member or Shareholder thereof, in relation to the Affairs of the old Company, or to which the old Company or any Member or Shareholder thereof in relation to such Affairs were Parties immediately before the Commencement of this Act; but any Action, Suit, or other Proceeding

may be maintained, prosecuted, or continued by or in favour of or against the Company, as the Case may be, in the same Manner and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by or in favour of or against the old Company, or any Member or Shareholder thereof, if this Act had not been passed, the Company being, in reference to the Matters aforesaid, in all respects substituted for the old Company.

Trustees to be indemnified.

13. Every Trustee or other Person to whom or in whose Name any Lands, Works, Buildings, Easements, Rights, Property, or Effects belonging to the old Company were vested immediately before the Commencement of this Act, and who (being duly authorized so to do) entered into any Bond, Covenant, Contract, or Engagement in respect of the same, or otherwise, on behalf of the old Company, shall be indemnified and saved harmless, out of the Funds or Property of the Company, from and against all Liability, Loss, Costs, Charges, and Expenses which he may sustain, incur, or be put unto by reason or in consequence of his having entered into any such Bond, Covenant, Contract, or Engagement.

Rates and Rents payable under recited Act to continue payable till altered by this Act.

14. All Rates, Rents, or Charges made or imposed under or by virtue of the recited Act, and which immediately before the Commencement of this Act were due and payable, or, if this Act had not been passed, would have been due and payable, or would have accrued due and payable, shall be payable to, and may be collected and recovered by, the Company by such Means and under such Restrictions and Regulations as any Rates, Rents, or Charges to be received in pursuance of this Act may be collected or received.

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

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

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

16. All Certificates of Shares in the Undertaking of the old Company (until cancelled as herein-after mentioned), and all Sales, Transfers, and Dispositions of any such Shares issued, made, or executed before the Commencement of this Act, shall, notwithstanding the passing of this Act, remain in full Force and Effect, and shall be and continue available in all respects whatsoever in the same Manner

as

as if the same respectively were or had been issued, made, or executed under or by virtue of any of the Powers or Authorities contained in this Act.

Persons entitled to Shares in the old Company to be entitled to the like Number of Shares in re-incorporated Company.

17. Every Person who, immediately before the Commencement of this Act, was possessed of or entitled to any Share or Shares in the Capital of the old Company shall, in respect thereof, be possessed of or entitled to a like Number of Shares of like Amount in the Capital of the Company, and such Shares shall vest in such Persons accordingly, and every Share so vested shall be subject and liable to the same Trusts, Powers, Provisions, Declarations, Agreements, Charges, Liens, and Incumbrances as, immediately before the Commencement of this Act, affected the same, and so as to give effect to and not revoke any Testamentary Disposition of or affecting the same.

Company may call in and cancel existing Share Certificates, and issue new Certificates in lieu thereof.

18. The Company may call in and cancel the existing Certificates of the Shares of the old Company, and issue in lieu thereof Certificates of the substituted Shares, in the Form and under the Conditions prescribed by "The Companies Clauses Consolidation Act, 1845," but the Holders of such existing Certificates of Shares shall not be entitled to any Certificate of Proprietorship under this Act until they shall have delivered up to the Company, to be cancelled, the Certificates of Proprietorship issued to them by the old Company, or shall have proved to the reasonable Satisfaction of the Company the Loss or Destruction thereof.

Books and Documents Evidence by former Act to continue so.

19. All Books and other Documents whatsoever by the recited Act authorized or directed to be kept, and thereby made Evidence, shall still be admitted in Evidence in all Courts whatsoever, and all Byelaws made under the recited Act shall, without Confirmation, be deemed as valid as though the same were made under this Act.

Officers to continue until removed.

20. All Clerks, Officers, and Persons appointed by virtue of or acting under the Authority of the recited Act, and not acting contrary to the Provisions of this Act, shall hold their respective Offices and Employments, together with the Salaries thereunto annexed, until they resign or shall be removed therefrom by the Company or the Directors; and all such Clerks, Officers, and Persons shall have the like Powers and Authorities for the Purposes of this Act, and for carrying the same into execution, and shall be subject and liable to the like Conditions and Obligations, Pains and Penalties, and to the like Powers of Removal, and to the like Rules and Regulations, in all respects whatsoever as if they had been appointed under this Act.

21. The

Present Register of Shareholders.

21. The Book kept by the old Company for entering the Names and Designations of the Subscribers to the Undertaking, with the Numbers of their Shares, and the proper Numbers by which such Shares shall be distinguished, shall and may continue to be kept for the same Purpose by the Company, and shall, until some other Register of Shareholders shall be provided by the Company, be taken and considered as the "Register of Shareholders" required to be kept by "The Companies Clauses Consolidation Act, 1845."

General Meetings.

22. The First Ordinary General Meeting of the Company shall be held in the Month of *November* next after the Commencement of this Act, and the future Ordinary General Meetings of the Company shall be held half-yearly in the Months of *May* and *November* in every Year, or in such other Months as the Company, by the Resolution of an Ordinary or Extraordinary General Meeting from Time to Time may determine; and all Meetings, whether ordinary or extraordinary, shall be held at such Place or Places within the Limits of this Act as may from Time to Time be appointed by the Directors.

Quorum of Meetings.

23. The Quorum to constitute a General Meeting, whether ordinary or extraordinary, of the Shareholders of the Company, shall be Seven Shareholders, holding in the aggregate not less than One thousand Pounds of the Ordinary Capital of the Company, fully paid up, or in respect of which the Calls made thereon shall have been paid.

Extraordinary Meetings may be convened by Shareholders.

24. The Number of Shareholders who may convene Extraordinary Meetings of the Company shall not be less than Five, holding in the aggregate not less than One thousand Pounds of the Ordinary Capital of the Company, fully paid up, or in respect of which the Calls made thereon shall have been paid.

Number and Qualification of Directors.

25. Subject to the Provisions herein-after contained for varying the Number of Directors, the Number of Directors shall be Seven, of whom Three shall be a Quorum; and the Qualification of every Director shall be the holding in his own Right of Four hundred Pounds of the Ordinary Capital of the Company, fully paid up, or in respect of which the Calls made thereon and paid up shall amount to that Sum.

First Directors.

26. The Persons who at the Time of the Commencement of this Act are Directors of the old Company shall be the First Directors of the Company.

27. The

First Directors how long to remain in Office.

27. The First Directors of the Company shall continue in Office until the General Meeting to be held in the Month of *November* after the Commencement of this Act.

Power to vary Number of Directors.

28. It shall be lawful for the Company from Time to Time, at any Ordinary or Extraordinary General Meeting, to vary the Number of Directors, but so that the whole Number of Directors shall not be more than Seven nor less than Five.

Auditors need not hold Shares.

29. The Auditors need not hold Shares or Stock in the Company.

Remuneration of Directors and Auditors.

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

Accounts.

31. The prescribed Period at which the Books of the Company shall be balanced shall be the Twenty-ninth Day of *September* in every Year, or at such other Time or Times as the Company, by the Resolution of an Ordinary or Extraordinary General Meeting, shall from Time to Time determine.

Providing for Publication, &c. of annual Account.

32. In lieu of the Account prescribed by the 38th Section of "The Gasworks Clauses Act, 1847," an Account in the Form and containing the Particulars specified in the Schedule to this Act shall be made up to the Day at which the Books of the Company shall be balanced in each Year, and shall be published for Two successive Weeks in some Newspaper published and circulating in the County of *Warwick* within Three Months thereafter; and a Copy of the said Account shall, within the same Period, be transmitted, free of Charge, to the Clerk of the Peace for the County of *Warwick*, under a Penalty of Twenty Pounds for each Default, and the Copy so sent shall be kept by the said Clerk of the Peace, and shall be open to Inspection by all Persons at all reasonable Hours on Payment of One Shilling for each Inspection, but no other Fee of any kind shall be chargeable in respect of the said Account.

Capital of the Company.

33. After the Commencement of this Act, and until the Capital of the Company shall be augmented under the Powers of this Act, the Capital of the Company shall be Thirty thousand Pounds, divided into One thousand five hundred Shares of Twenty Pounds each.

Power to raise additional Capital by new Shares or Stock.

34. In addition to the said Capital of Thirty thousand Pounds, it shall be lawful for the Company from Time to Time to raise, by the Creation and Issue of new Ordinary Shares or new Ordinary Stock, or of new Preference Shares or new Preference Stock, or partly of new Ordinary Shares or new Ordinary Stock and partly

of new Preference Shares or new Preference Stock, or, at the Option of the Company, by any of those Modes, such further Sum or Sums of Money as they may think proper, not exceeding in the whole Seventy thousand Pounds, but the Amount of Profits which the Company may divide in respect of any such new Ordinary Shares or Stock shall not exceed the Rate of Seven Pounds *per Centum per Annum* upon the Amount for the Time being paid thereon, and in respect of any such new Preference Shares or Stock shall not exceed the Rate of Six Pounds *per Centum per Annum* upon the Amount for the Time being paid thereon.

New Shares to be of such Amount as Meeting shall direct.

35. Any such new Shares which may be created under this Act shall be of such nominal Value as the Meeting creating them shall direct, but the Amount and Time of making and Payment of Calls in respect of such new Shares shall, subject as herein-after mentioned, be from Time to Time fixed and determined by the Directors of the Company as they shall think proper.

Calls on new Shares and Stock.

36. Twenty *per Centum* on the nominal Value of the Share or Stock shall be the greatest Amount of any One Call which the Directors may make on or in respect of the new Shares or Stock to be created by virtue of this Act, and Three Months at the least shall be the Interval between successive Calls, and the aggregate Amount of Calls on any One Share or any Stock in any One Year shall not exceed Four Fifths of the Amount of such Share or Stock.

Shares or Stock not to issue until One Fifth paid up.

37. It shall not be lawful for the Company to issue any Share or Portion of Stock, nor shall any Share or Portion of Stock 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 or Portion of Stock shall have been paid up in respect thereof.

Receipts on behalf of incapacitated Persons.

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

Debenture Stock.

39. The Company may from Time to Time create and issue Debenture Stock, and may attach to the Stock so created fixed and perpetual Interest not exceeding the Rate of Five Pounds *per Centum per Annum*.

Power to borrow on Mortgage.

40. The Company may from Time to Time borrow on Mortgage any Sum or Sums of Money not exceeding at any One Time Ten thousand Pounds in the whole, but while and so long as any Sum or Sums of Money originally borrowed by the old Company shall remain unpaid such Sum or Sums of Money shall be held to form Part of the said

said Sum of Ten thousand Pounds which the Company are hereby authorized to borrow; and in addition to the said Sum of Ten thousand Pounds the Company may, when and so soon as new Shares or Stock to the Amount of Thirty thousand Pounds shall have been subscribed for under the Provisions of this Act, and One Half of the Amount thereof shall have been paid up, borrow on Mortgage such Sum or Sums not exceeding in the whole Five thousand Pounds, as may from Time to Time be authorized to be borrowed by Order of a General Meeting of the Company; and when and so soon as new Shares or Stock to the further Amount of Twenty thousand Pounds shall have been subscribed for, and One Half of the Amount thereof shall have been paid up, the Company may borrow on Mortgage such further Sum or Sums of Money, not exceeding in the whole Five thousand Pounds, as may from Time to Time be authorized to be borrowed in manner aforesaid; and when and so soon as the remaining new Shares or Stock of the Amount of Twenty thousand Pounds shall have been subscribed for, and One Half of the Amount thereof shall have been paid up, the Company may borrow on Mortgage such further Sum or Sums of Money, not exceeding in the whole Five thousand Pounds, as may from Time to Time be authorized to be borrowed in manner aforesaid; but no Money beyond the first-mentioned Sum of Ten thousand Pounds shall be borrowed under the Powers of this Act until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such additional Capital as is by this Act made necessary to be subscribed for before raising any such Sum or Sums by Mortgage as aforesaid has been subscribed for *bonâ fide* and issued, and that not less than One Fifth of the Amount of each Share and of each Portion of Stock has been paid up on Issue of the same, and that One Half of such additional Capital has been paid up, and that such Shares or Stock are held by the Subscribers or their Assigns, and that such Subscribers and their Assigns are legally liable for the same, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

Reserving Priority of existing Mortgages.

41. All Mortgages or Bonds which shall be in force at the Time of the Commencement of this Act, and all Assignments thereof, shall, during the Continuance thereof, have Priority over all Mortgages and Debenture Stock to be created by virtue of this Act.

Application of Money.

42. All Money to be raised under the Provisions of this Act, whether by means of Shares or Stock, or by the Exercise of the Power of borrowing, or by the Creation and Sale of Debenture Stock, shall be applied to the Purposes of the Undertaking by the recited Act and this Act authorized, and to no other Purpose.

43. Subject

Power to maintain Works.

43. Subject to the Provisions of this Act, the Company may from Time to Time maintain, alter, improve, enlarge, extend, or discontinue and remove the existing Gasworks, Houses, and Buildings which belonged to the old Company, and may make, erect, lay down, provide and maintain, or discontinue and remove, additional or other Gasworks, Houses, and Buildings, and also Retorts, Gasometers, Gas Holders, Receivers, Purifiers, Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp Posts, Burners, Stopcocks, Syphons, Machinery, and other Works and Apparatus and Conveniences, and may do all such Acts as they think proper for manufacturing and supplying Gas within the Limits of this Act.

Power to purchase Lands.

44. The Company may from Time to Time purchase by Agreement and hold any Lands which they may require for the Purposes of their Undertaking, not exceeding in the whole Seven Acres: Provided always, that the Company shall not erect or make any Works for the Manufacture of Gas, except on the Lands occupied by the old Company for that Purpose at the Time of the Commencement of this Act, or Lands immediately adjoining thereto, and within the Limits following; (that is to say,) upon the Lands bounded by a Line commencing at the Bridge by which *Tachbrook Road* is carried over the *Warwick and Napton* Canal, and proceeding thence Southward to the Junction of *Tachbrook Road* with *Gas Street*; thence along the Northern and Eastern Sides of *Gas Street* to the Junction of that Street with *Priory Street*; thence along the Southern Side of *Priory Street* to the Eastern Boundary of Land and Premises belonging to *John Hart*; thence along that Eastern Boundary, and a Line in continuation thereof to an intended Road or Street leading from *Ranelagh Terrace* to or towards *Tachbrook Road*; thence along the Northern Side of the said intended Road or Street to the Western End of *Ranelagh Terrace*; thence along the Western End and Northern Side of *Ranelagh Terrace* to the Eastern End of a Road leading out of *Ranelagh Terrace*, to a Wharf and Premises occupied by Mrs. *Phœbe Nutter*; thence along the Eastern Side of that Road to the Western End of the Northern Boundary of Premises occupied by Mrs. *Mytton*; thence along that Northern Boundary to the Western End of Land belonging to the *Warwick and Napton* Canal Company; and thence along the Western Boundary of the said Land to the said Canal; and thence along the Southern Bank of that Canal to the said Bridge by which *Tachbrook Road* is carried over the same.

Power to resell Lands not wanted.

45. The Company may from Time to Time sell and dispose of, and, by Indenture under their Common Seal, grant and convey, in Fee Simple or for such other Estate as they may have therein, all or any Part of any Lands, Tenements, or Hereditaments purchased by

or

or belonging to the Company which shall not be wanted for the Purposes of this Act; and upon Payment of the Purchase Money which shall arise by the Sale of any such Lands, Tenements, or Hereditaments it shall be lawful for the Treasurer of the Company to sign and give Receipts for the Monies for which the same shall be sold, which Receipts shall be sufficient Discharges to every Person for such Purchase Money, or so much thereof as in such Receipts shall be expressed to be received, and no Purchaser shall be answerable for any Loss, Misapplication, or Nonapplication of such Purchase Money.

Power to lay Pipes against Buildings.

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

As to laying the Mains and Service Pipes.

47. Subject to the Provisions of this Act, the Company shall, at their own Expense, upon the Request in Writing of the Local Board of Health of *Leamington*, or other the Lighting Authority for the Time being in the Town of *Leamington Priors*, or of any other Local Board of Health, or any other Body Politic or Corporate, Commissioners, Trustees, Surveyors, or other Persons for the Time being having the Control or Management of any Highway, Street, Bridge, Cemetery, or Park, or of any Building or Clock belonging to a Public Body within the Limits of this Act (herein-after called "the Lighting Authority"), provide, lay down, fix, maintain, and keep in repair all such Mains and Service Pipes, Lamps, Burners, Stopcocks, and other Apparatus connected therewith, as may be necessary for the proper lighting of the Highways, Streets, Bridges, Cemeteries, Parks, or Buildings or Clocks belonging to Public Bodies under the Control or Management of the Lighting Authority, when and where the Company shall from Time to Time be required so to do: Provided always, that the Company shall not be compelled to lay down any such Mains and Service Pipes unless the Lamps for such lighting shall in every Case be within Seventy-five Yards of each other, nor shall they be required to provide or maintain Lamp Posts, Columns, Brackets, or other Things of the like Kind.

Company to supply Gas to public Lamps on

48. The Company shall, at the Request in Writing of the Lighting Authority, supply all or any of the present public Lamps within the said Limits, or such other public Lamps to be hereafter provided and

Request of Lighting Authority.

and fixed as aforesaid, with so much Gas as the Lighting Authority on whose Request the Supply of Gas is made may from Time to Time desire, and the Lighting Authority may contract with the Company for such Supply.

Company to light public Lamps.

49. The Company shall, if required by the Lighting Authority, from Time to Time light, clean, and extinguish all public Lamps to which the Company shall supply Gas; and the Sum to be paid to the Company for such lighting, cleaning, and extinguishing, and for the Use, Maintenance, and Repair of the said Lamps, Service Pipes, Burners, and Stopcocks to be provided and maintained by the Company as aforesaid, shall, unless otherwise agreed, be Thirteen Shillings *per* Lamp *per Annum*, payable quarterly.

Meters for public Lamps.

50. The Gas supplied to the public Lamps within the Limits of this Act shall be consumed by Meter, at the Option from Time to Time of the Lighting Authority or the Company, and in case of it being consumed by Meter the Meters shall be provided, fixed, maintained, and repaired by and at the Expense of the Lighting Authority, but neither Party shall, except as herein-after provided, be entitled to require that a Meter be affixed to more than One in every Twelve Lamps then supplied by the Company with Gas: Provided, however, that the Lighting Authority or the Company shall be at liberty at any Time, if they think fit, to have Meters affixed to any additional Number of Lamps, the Party desiring to have such additional Meters affixed providing the same, and paying the additional Expense of fixing, maintaining, and repairing the same, and of providing or altering and adjusting the Lamp Posts and other Things necessary for their Reception and Use: Provided also, that if the Gas shall be supplied to the public Lamps by partial Meter Indication the Company shall, for securing Uniformity of Consumption between the metered and unmetered Lamps, from Time to Time provide the public Lamps under the Control of the Lighting Authority with a proper self-acting Pressure Regulator or other proper regulating Apparatus and Burners, to the Satisfaction of the Lighting Authority, or, in case of Difference, as from Time to Time shall be settled by the Chairman for the Time being of the Court of General Quarter Sessions of the Peace for the County of *Warwick*, or some impartial Person to be nominated by him in Writing.

Gas supplied to public Lamps to be permitted to pass without Obstruction.

51. The Gas supplied to any such public Lamp shall be permitted to pass unrestrictedly to and from such regulating Apparatus for the whole of the Period during which any such public Lamp shall be lighted.

52. The

Average Amount of Indications to be deemed Amount consumed.

52. The average Amount of the Indications of all the Meters attached to the public Lamps under the Control of the Lighting Authority shall be deemed to be the Amount consumed by each such public Lamp.

Defective Meters to be thrown out of Account.

53. If either the Company or the Lighting Authority shall dispute the Accuracy of the Registration of any Meter, then such Meter shall be tested in manner provided by the Act passed in the Session of Parliament held in the Twenty-second and Twenty-third Years of the Reign of Her present Majesty, intituled *An Act for regulating Measures used in Sales of Gas*, and, if found to register erroneously within the Meaning of the said Act, it shall not be deemed to be One of the Meters from which the Average aforesaid shall be determined.

Compelling Company to supply Consumers.

54. The Company shall, on the Request of any Owner or Occupier of any House, Factory, or Premises within One hundred Feet of which any Main Pipe of the Company shall be laid, furnish to such Owner or Occupier a Supply of Gas to such House, Factory, or Premises, at a Rate not exceeding the Rate by this Act limited; and if the Company fail to supply such Gas to any such Owner or Occupier within a reasonable Time after such Request, then and in every such Case, on Proof before Two or more Justices of such Failure, and that the Company had no sufficient Excuse for such Failure, to the Satisfaction of such Justices, the Company shall forfeit such Sum, not exceeding Five Pounds, as the Justices think fit, for every Day beyond a Day to be fixed by such Justices during which such Failure shall be allowed to continue: Provided always, that the Company shall not be bound to supply or to continue to supply any Gas under the foregoing Provision to any Consumer, unless reasonable Security for Payment for the Gas to be supplied for Six Months be given, if required, at the Cost of the Person or Persons requiring such Supply or Continuation of Supply of Gas: Provided also, that the Expense of laying all necessary Service Pipes, except Service Pipes to be laid upon any public Street, Road, or Highway, and not exceeding in Length Twenty-five Feet from the Company's Mains, shall be borne by the Party requiring the same to be laid, and the estimated Cost thereof, if required by the Company, shall be paid to the Company in advance by such Party; and in case of a Dispute between the Company and such Party as to such Costs, the same shall be settled in manner provided by "The Companies Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration.

Price of Gas.

55. From and after the Commencement of this Act the Price to be charged by the Company for Gas supplied to Persons who shall burn the same by Meter within the Parish of *Leamington Priors*, and within such Parts of the Parishes of *Milverton* and *Lillington* as lie

lie within Half a Mile of the Boundary of the said Parish of *Leamington Priors*, shall not exceed the Rate of Four Shillings *per* Thousand Cubic Feet, and the Price to be charged by the Company for Gas supplied for any public Lamps within the Parish of *Leamington Priors* and Parts of the Parishes of *Milverton* and *Lillington* aforesaid shall be so calculated and fixed as that such Price shall not exceed the Rate of Three Shillings and Sixpence *per* Thousand Cubic Feet, any Contract or Agreement to the contrary notwithstanding, and for Gas supplied to Persons who shall burn the same by Meter resident in other Parts of the District to which the Powers of supplying Gas by the Company extend shall not, except during the Existence of any special Contract to the contrary in that Behalf, exceed the Rate of Five Shillings and Sixpence *per* Thousand Cubic Feet; and the Price to be charged by the Company for Gas supplied to any public Lamps within such last-mentioned Parts of the District aforesaid shall (except during the Continuance of any existing Contract) be so calculated and fixed as not to exceed the same Sum *per* Thousand Cubic Feet as the lowest Price for the Time being charged by the Company to any private Consumer in the Locality in which such public Lamps are situate.

Consumer to burn by Meter.

56. Every Consumer of Gas of the Company shall, upon the Request of the Company, consume Gas by Meter.

Consumer to keep his own Meter in Order.

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

Register of Gas Meters to be primâ facie Evidence.

58. The Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Company, and in respect of which any Rate is charged and sought to be recovered by the Company.

Power to remove Meters, Fittings, &c.

59. It shall be lawful for the Company, their Agents or Workmen, after Twenty-four Hours Notice in Writing to the Occupier, or if unoccupied then to the Owner or Lessee, of any Land, House, or Building in which any Pipes, Mains, Meters, or Fittings belonging to the Company are laid or fixed, and through or in which the Supply of Gas shall, from any Cause other than the Neglect or Default of the Company,

Company, be discontinued, to enter such Land, House, or Building between the Hours of Eight in the Morning and Six in the Afternoon, for the Purpose of removing, and to remove, such Pipes, Mains, Meters, or Fittings, repairing all Damage caused by such Entry or Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode, or sent by Post addressed to such Person: Provided that if the Owner or Lessee of any such unoccupied House or Building, or his Place of Abode, be unknown to the Company after due Inquiry, the Notice may be given by affixing it to some conspicuous Part of the House or Building.

Penalty for damaging Pipes, &c.

60. If any Person, Company, Corporation, or public Body shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Pipes, Mains, Meters, Lamps, Lamp Posts, or Fittings, or other Thing belonging to the Company, or shall alter the Index to any Meter, or fraudulently alter any Part of such Meter, or any Pipes connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such Meter from duly registering the Quantity of Gas supplied, or by any Means fraudulently abstract, consume, use, or waste the Gas of the Company, every Person, Company, Corporation, or public Body so offending shall for every such Offence forfeit to the Company any Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damage sustained by them, and may also discontinue the Supply of Gas to the Person, Company, Corporation, or public Body so offending, until the Injury is remedied, and that notwithstanding any Contract previously existing; and the Existence of artificial or irregular Means for causing such Alteration or Abstraction, when such Meter or Pipes shall be under the Custody or Control of the Consumer, shall be *primâ facie* Evidence that the same has been knowingly, wilfully, and fraudulently caused by the Consumer using such Meter or Pipes: Provided always, that this Enactment shall not prejudice any Right of the Company to institute any Criminal Proceedings in reference to such Offence in any Case where they shall not proceed summarily under this Act.

Incoming Tenant not liable to pay Arrears of Gas.

61. In case any Consumer of the Gas of the Company shall leave the Premises where such Gas has been supplied, and leave without paying to the Company the Gas Rate or Meter Rent due from him, the Company shall not be entitled to require from the next Tenant of such Premises the Payment of the Arrears left unpaid by the former Tenant, unless such incoming Tenant shall have undertaken with the Company or with the former Tenant to pay or exonerate him from the Payment of such Arrears, but the Company shall supply their Gas to such incoming Tenant, upon the usual Terms and Conditions, upon being required by him so to do.

Sums due to the Company may be recovered by Distress.

62. If any Person, Company, Corporation, or Public Body shall neglect or refuse to pay any Sum or Sums of Money due to the Company for the Supply of Gas, or for the Price, Hire, or fixing of Meters or Fittings, it shall be lawful for the Company, or any Person acting under their Authority, to summon the Party in default before a Justice, and the Justice may order that the Sum so due, or any Part thereof, together with the Expense of discontinuing and cutting off the Supply of Gas, may be levied by Distress and Sale of the Goods and Chattels of the Person, Company, Corporation, or Public Body neglecting or refusing to pay the same, the Surplus, if any, being rendered to the Person, Company, Corporation, or Public Body so neglecting or refusing to pay, after Deduction of the necessary Charges for such Distress and Sale, and the Justice shall issue his Warrant accordingly.

Contents of Warrants.

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

Warrants shall include Costs.

64. Any Justice who issues a Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Proceedings for the Recovery of the Money to be levied shall be paid by the Person, Company, Corporation, or Public Body liable to pay the Money, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

Recovery of Sums due to the Company.

65. Whenever any Person, Company, Corporation, or Public Body neglects or refuses to pay any Gas Rate, Meter Rent, or other Sum due to the Company, the Company may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction for the Recovery of Debts of the like Amount, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in that Behalf.

As to the illuminating Power and Purity of Gas.

66. All the Gas supplied by the Company shall be of such illuminating Power as to produce from a Steatite Argand Burner having an external Diameter of 1·10 of an Inch, and an internal Diameter of 0·50 of an Inch, and having Fifteen Holes, each Hole of the Diameter of 0·05 of an Inch, and with a Seven-inch Chimney supported upon an ordinary Gallery, with a perforated Disc, and consuming not more than Five Cubic Feet of Gas an Hour, a Light equal in Intensity to the Light produced by Fourteen uncased Sperm Candles of Six to the Pound, each burning One hundred and twenty Grains an Hour; and such Gas shall be so far free from Sulphuretted Hydrogen as not to discolour moistened Test Paper imbued with Acetate or Carbonate of Lead when such Test Paper is exposed for

One

One Minute to a Current of Gas issuing under a Pressure of Five Tenths of an Inch of Water: Provided that the Company and the Lighting Authority may from Time to Time agree upon any other Mode of Test by which to ascertain the illuminating Power or Purity of the Gas, and the Company shall be liable during the Continuance of every such Agreement to have their Gas tested in the Manner prescribed by the Agreement, instead of the Manner herein-before specially prescribed.

Company to erect and maintain Experimental Meters for testing their Gas.

67. The Company shall, within Six Months after the passing of this Act, cause to be erected, and shall from Time to Time and at all Times maintain, in some Part of their Works, an Experimental Meter, furnished with a Burner of the Description herein-before specified, with other necessary Apparatus, for testing the illuminating Power of the Gas; and in order to test the illuminating Power and Purity of the Gas supplied by the Company, the Lighting Authority within the Parish of *Leamington Priors* may, by Order under their Common Seal, appoint some competent Person, not being a Member or Officer or Servant of the Lighting Authority, to proceed to the Premises of the Company on which such Experimental Meter is erected; and the Person so appointed may, at any Hour between Nine of the Clock in the Morning and Nine of the Clock in the Evening, on producing the said Order, enter on the Premises of the Company, and, in the Presence of the Superintendent or other Officer of the Company, make Experiment of the illuminating Power and Purity of the Gas, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment; and if it shall be proved to the Satisfaction of Two Justices, not being Shareholders or Directors of the Company, or Members of the Lighting Authority, after hearing the Parties, that the illuminating Power or Purity of the Gas supplied by the Company did not, when so tested, equal the illuminating Power or Purity by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or wilfully hindered or prevented the making of the necessary Experiments, then the Company shall forfeit such Sum, not exceeding Twenty Pounds, as the Justices shall determine.

Power to Justices to make Order on Hearing of Complaint.

68. When on the Hearing, and whether or not the Company have appeared, it appears to the Justices that the Complaint of the Lighting Authority against the Company is well founded, the Justices shall make an Order declaring that it is well founded, and ordering the Company to pay any Penalties thereby incurred, and to remove within a reasonable Time the Grounds of Complaint; and they may by such Order direct that any specific Acts shall be done by the Company for removing the Grounds of Complaint; and the Justices may make any Order for the Payment of the Costs in accordance with the Provisions

of

of this Act in that Behalf, and all Orders so made shall be final and binding on the Parties.

Company to remove Cause of Complaint.

69. When the Company are served with any Order so made they shall, within the Time limited by the Order, remove the Ground of Complaint thereby declared to be well founded, and pay the Penalty, and the Damages (if any) and Costs (if any), thereby ordered to be paid by them.

Cost of Experiment to be paid according to Event.

70. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Cost of Proceeding before the Justices, shall be ascertained by the Justices, and, in the event of any Penalty being imposed on the Company, shall be paid, together with such Penalty, by the Company, but in the event of the Gas being found, when tested, to be of not less illuminating Power nor of less Purity than is by this Act prescribed, such Costs shall be awarded to be paid to the Company by the Lighting Authority, and shall be paid or levied accordingly.

Company to make Map of Mains.

71. The Company shall, within One Year after the passing of this Act, make a Map of the Part or Parts of the Parish of *Leamington Priors* within which their Main Gas Pipes then lie, on a Scale of not less than Six Inches to a Mile, and shall mark therein the Line of all their then existing Mains, and shall once in every Year correct the Map, and make such Additions thereto as will show the Line of all their Mains.

As to the Custody and Inspection of Map.

72. Every Map so made by the Company, or a Copy thereof, with the Time when it was made or was last so corrected expressed thereon, shall be kept by the Company at their principal Office, and shall at all reasonable Times be open to the Inspection of the Lighting Authority and their Officers respectively, who may take Copies or Extracts from the same, and the Secretary of the Company may charge and take the Sum of One Shilling for every Inspection of such Map, and the further Sum of Two Shillings and Sixpence for every Extract from or Copy taken of such Map.

Penalty on Company for Default.

73. If the Company wilfully fail to comply with any of the Requirements of this Act with respect to the Map, they shall for every such Offence forfeit not exceeding Ten Pounds.

Penalties not to be cumulative.

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

75. No

Liability to Gas Rate not to disqualify Justices.

75. No Justice or Judge of any County Court or Quarter Sessions shall, except as is by this Act otherwise provided, be disqualified from acting in the Execution of this Act by reason of his being liable under this Act to any Gas Rate, Meter Rent, or other Charge under this Act, or of his being a Shareholder of the Company.

Saving Rights of Local Boards.

76. Nothing in this Act contained shall extend or be construed to extend to prejudice, lessen, or defeat, or in any Manner to derogate from any of the Estate, Rights, Powers, Privileges, or Authorities of the Local Boards for the several Districts of *Leamington*, *Milverton*, and *Lillington*, and which the said several Local Boards might respectively lawfully claim, use, or exercise.

Commencement of Act.

77. This Act shall commence and take effect on and after the Thirtieth Day of *September* One thousand eight hundred and sixty-five.

Expenses of Act.

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

SCHEDULE referred to in the foregoing Act.

THE LEAMINGTON PRIORS GAS COMPANY'S ACT, 1865.

ANNUAL STATEMENT OF ACCOUNTS, showing the actual State and Condition of the Concerns of the Leamington Priors Gas Company for the Year ending the Day of 18 .

PROFIT AND LOSS.

Dr. *Cr.*

	£	*s.*	*d.*
18 . To Coals - - -			
„ purifying Materials and Process - -			
„ Repair and Maintenance of Meters, Mains, Service Pipes, and other Works - -			
, Wages - - -			
„ Lamps (providing, lighting, extinguishing, cleaning, and repairing) - -			
„ Rates and Taxes -			
„ Salaries, Collector's Commission, and Payments to Directors - -			
„ Interest on Loans -			
, professional Charges and incidental Expenses -			
„ per Cent. on Cost of Works for Depreciation - - -			
„ Dividends paid to Proprietors; viz.—			
per Cent. on £ Capital, raised under Act of 1 & 2 Vict. c. 53.			
„ per Cent. on £ Capital, raised under Act of 28 Vict. c. . -			
„ Miscellaneous Payments			
„ Amount carried to Reserve Fund - -			
„ Balance carried to next Year's Account -			
	£		

	£	*s.*	*d.*
18 . By Balance brought from last Year's Account -			
„ Sale of Gas, after deducting £ , estimated Discounts and bad Debts - - -			
„ Coke and Breeze -			
„ Tar and other Residuals, and Fittings - -			
	£		

The Leamington Priors Gas Company's Act, 1865.

BALANCE SHEET.

Dr. *Cr.*

	£	*s.*	*d.*
18 . To Capital raised under Act Vict. 1 & 2, c. 53. -			
„ Do. Do. Vict. 28, c. -			
„ Amount of Loans -			
„ Reserved Fund - -			
„ Amount owing by the Company - -			
„ unclaimed Dividends -			
„ Balance as above -			
£			

	£	*s.*	*d.*	£	*s.*	*d.*
18 . By Cost of Works Deduct for Depreciation - -						
Add Extensions made during the Year - - -						
By Amount invested of the Reserve Fund -						
„ Calls unpaid - -						
„ Amount owing to the Company for Gas, Cokes, residual Products, Fittings, &c. (exclusive of estimated bad Debts) - -						
„ Coals in Stock - -						
„ residual Products and other Stock -						
„ Cash in Hands of Treasurer and Cashier -						
£						

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