ANNO QUARTO

GEORGII IV. REGIS.

Cap. xl.

An Act for lighting with Gas the public Streets, Lanes, Passages, and Places, and the Houses, Warehouses, and other Buildings, within the King's Town and Parish of *Maidstone* in the County of *Kent*. [23d *May* 1823.]

WHEREAS the King's Town and Parish of *Maidstone*, in the County of *Kent*, is large and populous, and it would be of great Benefit to the Inhabitants thereof and the Public at large, if the Streets, Lanes, Passages, and Places, and the Houses, Warehouses, and other Buildings therein, were better lighted: And whereas Inflammable Air, Carburetted Hydrogen or Coal Gas, Coke, Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and Essential Oil, may be procured from Coal, and such Inflammable Air and Gas may also be obtained from Oil and other Materials: And whereas the said Inflammable Air being conveyed by means of Pipes may be safely and beneficially used for lighting the several Streets, Lanes, Passages, and Places, and the Houses, Warehouses, and other Buildings within the said King's Town and Parish of *Maidstone*: And whereas the several Persons hereinafter named are willing and desirous, at their own Costs and Charges, to effect the several Purposes aforesaid; but such beneficial Purposes cannot be carried fully and completely into Execution without the Aid and Authority of Parliament; May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present

Company. Parliament assembled, and by the Authority of the same, That *James Hughes Anderson*, *Thomas Atkins*, *William Balston*, *James Bellingham*, *Richard Bosanquet*, *Samuel Bosanquet*, *John Brenchley*, *George Burr* the younger, *Thomas William Carter*, *Henry Collis*, *Ely Crump*, *Thomas Hall Durrant*, *Charles Franks*, *William Gausseu*, *John Gostling*, *William Gostling*, *Robert Hazell*, *Walter Hills*, *Charles Hoar*, *Charles Hughes*, *Henry Kingsford*, *John Mercer*, *Samuel Morris*, *John Mortimer*, *Alexander Randall*, *William Scudamore*, *Robert Tassell*, *Thomas Tassell*, *George Tyrrell*, and *John Whichcord*, and their respective Executors, Administrators, Successors, and Assigns, shall and they are hereby declared to be united into a Company, for lighting with Gas the said Town and Parish of *Maidstone*, and the Houses and other Buildings and Places within the same, according to this Act, and the Rules, Orders, and Directions hereinafter contained, and for that Purpose shall and are hereby declared to be One Body Politic and Corporate, by the Name and Style of "The *Maidstone* Gas Light and Coke Company," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, plead and be impleaded, at Law and in Equity, and shall and may prefer and prosecute any Bill or Bills of Indictment against any Person or Persons who shall commit any Felony, Misdemeanor, or other Offence indictable by the Laws of this Realm; and that they the said Company shall produce Inflammable Air, Gas, Coke, Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and Essential Oil, from Coal or other Materials, and shall light the said Streets, Lanes, Passages, and public Places of the said Town and Parish with Inflammable Air or Gas.

Power to Purchase and make Contracts. II. And be it further enacted, That it shall and may be lawful to and for the said Company, and they are hereby authorized and empowered, to contract and agree with any Body or Bodies Politic or Corporate, or with any Person or Persons whomsoever, for the Purchase and Assignment or Transfer of any Contract or Contracts whatsoever, for the lighting the said Town and Parish of *Maidstone*, or any Part or Parts thereof, and also from Time to Time and at all Times to make and enter into any Contract or Agreement, Contracts or Agreements, with any Body or Bodies Politic or Corporate, or with any Person or Persons whomsoever, for lighting with Gas all and every or any of the Streets, Lanes, Passages, and Places, within the said Town and Parish of *Maidstone*, or any Part or Parts thereof, and also all and every or any of the Houses, Shops, Inns, Taverns, Warehouses, Manufactories, or other Buildings, or Places whatsoever, within the same Town and Parish.

Remedy for Recovery of Rents. III. And be it further enacted, That in case any Person or Persons, who shall contract or agree with the said Company to take, use, or enjoy the Benefit of the said Gas to be supplied or furnished by virtue of this Act, in his or their House or Houses, Shops, Inns, Taverns, Warehouses, Manufactories, or other Buildings or Places whatsoever, or any or either of them, shall refuse or neglect for the Space of Seven Days after personal Demand thereof made, or Demand thereof in Writing left at the usual or last Place or Places of Abode of such Person or Persons, to pay the Sum or Sums of Money then due to the said Company for the same, according to the Terms and Stipulations with the said Company, it shall and may be lawful for the said Company, or their Clerk or Superintendant, or any Person or Persons acting by or under their Authority, by Warrant

under the Hand and Seal or Hands and Seals of any One or more Justice or Justices of the Peace for the said Town and Parish of *Maidstone*, (which Warrant such Justice or Justices is and are hereby authorized and required to grant and issue, upon Proof on Oath of One or more credible Witness or Witnesses, that such Sum or Sums of Money hath or have been demanded as aforesaid, and remains unpaid) to levy the said Sum or Sums of Money by Distress and Sale of the Goods and Chattels of the Person or Persons so neglecting or refusing to pay the same, rendering the Overplus (if any) after the necessary Charges of making such Distress and Sale shall be first deducted, to such Person or Persons so refusing or neglecting to pay the said Sum or Sums as aforesaid, or the same, with all Costs of Suit, may be recovered in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt, or on the Case, Bill, Plaint, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed, and also that after such Refusal or Neglect as aforesaid, it shall and may be lawful to and for the said Company, or their Clerk or Superintendant, or any other Person or Persons acting by or under their Authority as aforesaid, to cause the Gas so supplied to any such House or Houses, Shops, Inns, Taverns, Warehouses, Manufactories, or other Buildings or Places as aforesaid, to be withheld in such Manner as the said Company, or their Clerk or Superintendant, shall for that Purpose think proper: Provided always, that if at the Time such Distress being made, any Rent shall then be in Arrear, and due to the Landlord of the Premises in or upon which such Goods or Chattels shall be distrained, or any Part thereof, such Landlord shall have and be entitled to receive such and so much of the said Rent in Arrear, as any Landlord would be legally entitled to receive and have in case of an Execution issued and levied under any Judgment entered up against the Tenant or Tenants, or Occupier or Occupiers of the said Premises, in any of His Majesty's Courts of Record at *Westminster*.

Authorizing the Company to make Contracts.

IV. And be it further enacted, That it shall and may be lawful to and for the said Company or their Committee of Management for the Time being, to be appointed as hereinafter mentioned, and they are hereby empowered to treat, contract, and agree with any Body or Bodies Politic, Corporate, or Collegiate, or any Tenant or Tenants for Life, or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, not being a Term or Terms of Years at Rack Rent, or with any Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, or other Trustees whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts respectively, whether Infants or Issue unborn, Lunatics, Idiots, Femes Covert or other Person or Persons under any Disability of acting for himself, herself, or themselves, and also with all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, or with any Person or Persons whomsoever who shall be willing to sell the same, or his, her, or their Right or Interest in the same, or for the absolute Purchase of any other Lands, Tenements, or Hereditaments within the said Town and Parish, and the Freehold and Inheritance thereof for the Uses and Purposes of this Act, provided that the Quantity of Land to be purchased as aforesaid shall not exceed Three Statute Acres; and upon Payment

ment of the Purchase Money for the same respectively to the Body or Bodies Politic, Corporate or Collegiate, or other the Person or Persons respectively entitled thereto, or upon Payment thereof into the Bank of *England* in manner by this Act directed (as the Case may be), such Buildings, Works, Apparatus, Lands, Tenements, or Hereditaments, shall vest absolutely in the said Company, and be taken and used for the Purposes of this Act; and it shall and may be lawful to and for the said Company to hold such Buildings, Lands, Tenements, and Hereditaments, or any Estate, Term, or Interest therein, without incurring or being subject or liable to any of the Penalties or Forfeitures of the Statutes of Mortmain, or any other Law or Statute whatsoever.

Purchasing Premises for the Use of the Company.

V. And be it further enacted, That it shall and may be lawful to and for all Bodies Politic, Corporate or Collegiate, Corporations Aggregate or Sole, and all Tenants for Life, or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives (not being a Term or Terms at Rack Rent), and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, and other Trustees whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trust respectively, whether Infants or Issue unborn, Lunatics, Idiots, or Femes Covert, or other Person or Persons under any Disability of acting for himself, herself, or themselves, and also to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, and to and for all and every Person and Persons whomsoever, who are or shall be seised, possessed of, or interested in any Lands, Tenements, or Hereditaments, or any Part thereof which shall be thought necessary or convenient by the said Company to be purchased for the Uses and Purposes of this Act, (but under such Restrictions as to Quantity as aforesaid) to treat, contract, and agree with the said Company for the Sale thereof, or of any Part thereof, or any Estate or Interest therein, and to sell and convey all or any Part thereof, and all or any Estate, Right, Title, and Interest whatsoever, of, in, and to the same, to the Company, for the Purposes of this Act; and all Contracts, Bargains, Sales, and Conveyances which shall be so made by virtue and in pursuance of this Act shall, without any Fine or Fines, Recovery or Recoveries, or other Conveyances or Assurances in the Law whatsoever, and without Enrolment, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Person or Persons conveying, but also all Right, Estate, Interest, Use, Property, Possibility, Claim, or Demand whatsoever, of their said several Cestuique Trusts, and of all Persons whomsoever claiming or to claim by, from, or under him, her, or them, or claiming or to claim in Remainder or Reversion expectant on any such or particular Estate, or by way of Executory Devise or springing Use, and the same shall be deemed and considered to bar the Dower and Dowers of any such Person or Persons, and all Estates Tail, or other Estates in Possession, Reversion, Remainder, or Expectancy, or the Issue or Issues of any Person or Persons claiming under them, as effectually as Fines or Common Recoveries would do if levied or suffered by the proper Parties in due Form of Law; any Law, Statute, or Usage, or any other Matter or Thing whatsoever to the contrary thereof in anywise notwithstanding; and all Bodies Politic, Corporate or Collegiate, Corporation Aggregate or Sole, and all Tenants for Life,

Life, or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, Trustees, and all and every other Person or Persons, is and are and shall be hereby indemnified for what he, she, or they shall do by virtue and in pursuance of this Act.

Application of Purchase Money exceeding 200*l.*

VI. And be it further enacted, That if there shall be any Money to be paid for any Lands, Tenements, or Hereditaments, purchased, taken, or used by virtue of the Powers of this Act for the Purposes thereof, which shall belong to any Body Corporate, Collegiate, or Ecclesiastical, Tenant for Life or in Tail, or for Years, Trustee, Feme Covert, Infant, Lunatic, or Person or Persons under any Disability or Incapacity as aforesaid, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Acount *ex-parte* "The *Maidstone* Gas Light and Coke Company;" that to the Intent that such Money may be applied under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments, in the Purchase of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Incumbrances or Part thereof as the said Court shall authorize to be paid, affecting the said Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments, standing and being settled therewith to the same or the like Uses, Intents, or Purposes, or where such Money shall not be so applied, then the same shall be laid out and invested under, and with the like Direction and Approbation of the said Court in the Purchase of other Lands, Tenements, and Hereditaments, which shall be conveyed and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner as the Lands, Tenements, and Hereditaments, which shall be purchased, taken, or used for the Purposes of this Act, stood and were settled and limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking Effect; and in the meantime and until such Purchase shall be made, the said Money shall by Order of the said Court, upon Application made thereto as aforesaid, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated, or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and Annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid by Order of the said Court to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments so hereby directed to be purchased, in case such Purchase and Settlement thereof were then actually made.

Exceeding 20*l.*

VII. Provided always, and be it further enacted, That if any Money so to be paid for any Lands, Tenements, or Hereditaments, so to be purchased, taken, or used for the Purposes aforesaid, and belonging to any

Body Corporate, Collegiate, or Ecclesiastical, Tenant for Life or in Tail, or for Years, Trustee, Feme Covert, Infant, Lunatic, or any Person or Persons under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds and shall exceed the Sum of Twenty Pounds, then and in all such Cases the same shall be, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments so purchased, taken, or used, or of his, her, or their Guardian or Guardians, Committee or Committees, in Cases of Infancy, Idiotcy, or Lunacy, to be signified in Writing under their respective Hands, to be paid into the Bank, in the Name and with the Privity of the said Accountant General of the High Court of Chancery, and be placed to his Account as aforesaid, in order to be applied in manner herein-after directed, or otherwise the same shall be paid, at the like Option, to Two Trustees to be named by the Person or Persons making such Option and approved of by Three or more of the Committee of Management of the said Company (such Nomination and Approbation to be signified by Writing under the Hands of the nominating and approving Parties), in order that such Principal Money, and the Dividends to arise thereon or the Interest thereof, may be applied in manner herein-before directed, so far as the Case shall be applicable, without obtaining or being required to obtain the Direction or Approbation of the said High Court of Chancery.

Less than 20*l.*

VIII. Provided also, and be it further enacted, That where such Money so contracted and agreed to be paid as last before mentioned shall not exceed the Sum of Twenty Pounds, then and in all such Cases the same shall belong absolutely and be paid to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so to be purchased, taken, or used for the Purposes of this Act, in such Manner as the said Committee of Management, or any Three or more of them, shall think fit, or in case of Infancy, Idiotcy, or Lunacy, then to his, her, or their Guardian or Guardians, Committee or Committees, to and for the Use and Benefit of such Person or Persons so entitled respectively.

Respecting Titles.

IX. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England*, in the Name and with the Privity of the said Accountant General of the High Court of Chancery, in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments so purchased in pursuance of this Act, or to any Bank Annuities to be purchased with any such Money, or to the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in Possession of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments, according to such Possession, until the contrary shall be shewn to the Satisfaction of the said Court; and the Dividends or Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons

was

was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

Expences of Purchase Money to be allowed by Court of Chancery.

X. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of the Person or Persons or Corporation entitled to any Lands, Tenements, or Hereditaments to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the said Court of Chancery, and to be applied in the Purchase of other Lands, Tenements, or Hereditaments, to be settled to the like Uses in pursuance of this Act, it shall and may be lawful for the said Court to order the Expences of all Purchases from Time to Time to be made in pursuance of this Act, or so much of such Expences as the said Court shall deem reasonable, to be paid by the said Company, who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

Upon Payment of Purchase Money, Premises to be vested in the Company.

XI. And be it further enacted, That upon Payment of the Money to be so contracted or agreed to be paid for the Purchase of any such Lands, Tenements, or Hereditaments, by the said Company to the Party or Parties, Person or Persons respectively entitled to such Monies, or their Agents, or upon Payment thereof into the Bank of *England*, for the Purpose of being disposed of in manner herein-before directed (as the Case may be), all the Estate, Right, Title, Interest, Use, Trust, Property, Possession, Claim, and Demand in Law or Equity of the Party and Parties, and Person and Persons respectively to whom or for whose Use or Benefit the same shall be paid, into or out of such Lands, Tenements, or Hereditaments, shall vest in the said Company and their Successors for ever, for effecting the Uses and Purposes of this Act.

Form of Conveyance.

XII. And be it further enacted, That all Sales, Conveyances, and Assurances of any Lands, Tenements, or Hereditaments, to be made to the said Company and their Successors, shall be made in the Form or to the Effect following; (that is to say),

'I [*or* we, *as the Case may be*] of in Consideration of the Sum of to me [*or* us] paid by the *Maidstone* Gas Light and Coke Company, established under an Act of Parliament passed in the Fourth Year of the Reign of King *George* the Fourth, intituled *An Act* [*here insert the Title of this Act*] do hereby grant and release [*or* assign, *as the Case may be*] to the said Company of Proprietors and their Successors all [*here describe the Premises to be conveyed*] and all my [*or* our] Estate, Right, Title, and Interest in and to the same and every Part thereof, to hold to the said Company of Proprietors and their Successors and Assigns for ever [*or as the Case may be*] during all the Remainder of my [*or* our] Term, Estate, or Interest in the said Premises. In witness whereof I [*or* we] have hereunto set my Hand and Seal [*or* our Hands and Seals] this Day of in the Year of our Lord One thousand eight hundred and .'

Resale of Premises not wanted.

XIII. And be it further enacted, That it shall and may be lawful to and for the said Company to sell and dispose of, by Indenture or Indentures under their Common Seal, and to grant and convey by way of absolute Sale in Fee Simple, for a Consideration in Money, all or any Part or Parts of

of the Lands, Tenements, or Hereditaments which shall or may have been so purchased, and which shall not be wanted for the Purposes of this Act, and upon Payment of the Money to arise by or from the Sale or Sales of such Lands, Tenements, or Hereditaments, or of any Part or Parts thereof, for the Treasurer for the Time being to the said Company to sign and give a Receipt or Receipts for the Money for which the same shall be sold, which Receipt or Receipts shall be a sufficient Discharge or Discharges for the Money therein and thereby expressed or acknowledged to be received, and the Person or Persons *bonâ fide* paying the same shall not afterwards be answerable or accountable for any Loss, Mis-application or Non-application of such Purchase Money or any Part thereof.

Bodies Politic empowered to sell.

XIV. And be it further enacted, That it shall and may be lawful to and for all Bodies Politic, Corporate or Collegiate, Corporations Aggregate or Sole, and all Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, and other Trustees whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts respectively, whether Infants or Issue unborn, Lunatics, Idiots, or Femes Covert, or other Person or Persons under any Disability of acting for himself, herself, or themselves, and also to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, and to and for all and every Person and Persons whomsoever, who are or shall be seised, possessed of, or interested in any Lands, Tenements, or Hereditaments, or any Part thereof, which the said Company are enabled to purchase for the Uses and Purposes of this Act, to treat, contract, and agree with the said Company for the Sale thereof, or of any Part thereof, and to sell and convey all or any Part thereof, and all Estate, Right, Title, and Interest whatsoever of, in, and to the same, to the said Company for the Purposes of this Act; and all Contracts, Bargains, Sales, and Conveyances which shall be so made by virtue and in pursuance of this Act, shall, without any Fine or Fines, Recovery or Recoveries, or other Conveyances or Assurances in the Law whatsoever, and without Enrolment, be good, valid, and effectual, to all Intents and Purposes, not only to convey the Estate and Interest of the Person and Persons conveying, but also to convey all Right, Estate, Interest, Use, Property, Claim, and Demand whatsoever of their said several Cestuique Trusts, and all Persons whomsoever claiming or to claim by, from, or under them, and of all Persons entitled in Remainder or Reversion expectant on any such particular Estate, and the same shall be deemed and considered to bar the Dower and Dowers of such Person and Persons, and all Estates Tail and other Estates in Possession, Reversion, Remainder or Expectancy, and the Issue and Issues of such Person and Persons claiming under them, as effectually as Fines or Common Recoveries would do if levied or suffered by the proper Parties in due Form of Law, any Law, Statute or Usage, or any other Matter or Thing whatsoever to the contrary thereof in anywise notwithstanding; and all Bodies Corporate or Collegiate, Corporations Aggregate or Sole, and all Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, Trustees, and all and every other Person and Persons, is, are,

are, and shall be indemnified for what he, she, or they shall lawfully do by virtue and in pursuance of this Act.

Restraining the Company from purchasing more than Three Acres of Land from incapacitated Persons.

XV. And whereas the said Company of Proprietors are enabled to purchase Three Statute Acres of Land by virtue of this Act, for the Purposes thereof, and all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all other Persons whomsoever, are empowered to sell such Quantity or Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling any such Lands so purchased from any Body or Bodies Politic, Corporate, or Collegiate, Aggregate or Sole, Trustees or Feoffees in Trust for Charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees, for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, and again purchasing other Lands for the same or any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees, Feoffees in Trust for Charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees, for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, in lieu or stead of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company of Proprietors to purchase from any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for Charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees, for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, more than Three Statute Acres; and in case the said Company shall afterwards sell the Whole or any Part of such Three Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or for the same or any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for Charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees, for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, to sell to the said Company any other Lands in lieu or instead of those Three Statute Acres, or any Part thereof, so sold or disposed of by the said Company.

Limiting Amount of Capital Stock.

XVI. And be it further enacted, That the Capital or Joint Stock of the said Company, to be used in the Purchase and Erection of the Buildings, Works, Apparatus, Lands and Premises, for the Uses and Purposes of this Act, and in the carrying on the Undertaking, shall not exceed the Sum of Ten thousand Pounds; and that the said Company shall not be authorized to enter upon the Execution of any of the Works, for which Powers are hereby given, until the Whole of the said Sum of Ten thousand Pounds shall have been subscribed for that Purpose; which said Sum

of Ten thousand Pounds shall be divided into Two hundred Shares of Fifty Pounds each; and that the said Shares and the Profits and Advantages of the said Undertaking shall and they are hereby declared to be Personal Estate, and not of the Nature of Real Property, and shall be transmissible as Personal Estate accordingly.

Limiting the Amount of additional Stock.

XVII. Provided always, and be it further enacted, That in addition to the said Capital of Ten thousand Pounds, it shall be lawful for the said Company from Time to Time when they shall find it necessary to raise by way of Loan or Security on the Property and Effects belonging to the said Company, or by raising and creating new and additional Shares in the said Concern, or by both of the said Ways and Methods, any further Sum or Sums of Money for the Purposes of the said Undertaking, not exceeding in the Whole or Aggregate the Sum of Two thousand five hundred Pounds; and in case it shall at any Time or Times be deemed advisable by the said Company to raise the said further Sum of Two thousand five hundred Pounds, or any Part or Parts thereof, by the Creation of new and additional Shares in the said Concern, then it shall be lawful for the said Company to raise the same amongst themselves, in such Proportions as to them shall seem meet, and for such Purpose to create such Number of new and additional Shares of Fifty Pounds each as shall be deemed expedient; and every Subscriber towards raising such further Sum by Shares shall be a Proprietor in the said Undertaking, and stand interested in all the Profits, Privileges, and Advantages in the said Undertaking, and shall be liable to the like Burthens, in proportion to the Amount of his or her Subscription, and generally and extensively to all Intents and Purposes as if the same had been originally Part of the said Capital Stock of Ten thousand Pounds.

Authorizing the Assignment of the Property of the Company.

XVIII. And be it further enacted, That in case it shall at any Time or Times be deemed advisable by the said Company to raise the said further Sum of Two thousand five hundred Pounds, or any Part or Parts thereof, by way of Loan, then it shall be lawful for the said Company, or their said Committee of Management for the Time being, by and with the Advice and Direction of any General Assembly of the said Company, to borrow and take up the same at Interest for the Use of the said Company, and thereupon by Writing under their Common Seal to assign all or any Part of the Property and Effects of the said Company to such Person or Persons as shall lend or advance any such Money, or to his, her, or their Trustee or Trustees, as a Security for the Principal Money to be advanced, together with lawful Interest for the same; and the Charges and Expences of such Assignment (to be made as herein-after mentioned) shall be from Time to Time defrayed by the said Company out of the Money so borrowed; and every such Assignment shall be in the Words or to the Effect following; (that is to say),

Form of Assignment.

'WE, the *Maidstone* Gas Light and Coke Company, acting in pursu-
' ance of an Act of Parliament passed in the Fourth Year of the
' Reign of King *George* the Fourth, intituled [*here set forth the Title of*
' *this Act*] in Consideration of the Sum of advanced
' and lent to the said Company by of
' in the County of for the Purposes of the said Act, do
' hereby grant and assign unto the said [*or*] his Trustee or
' Trustees,

'Trustees, [*as the Case may be,*] his, [*or*] her, or their Executors, Administrators, and Assigns, such Proportion of the Property and Effects belonging to the said Company as the said Sum of doth or shall bear to the whole Sum which may at any Time be borrowed by virtue of the said Act; to be had and holden from the Day of the Date hereof, until the said Sum of with Interest after the Rate of *per Cent. per Annum* for the same, shall be fully paid and satisfied: In witness whereof, we, the said Company, have hereunto set our Common Seal, the Day of in the Year of our Lord One thousand eight hundred and .'

And such Security shall be good, valid, and effectual in the Law, and shall entitle the Person or Persons to whom the same shall be made, his, her, or their Executors, Administrators, or Assigns, to the Payment of the Money thereby secured, and to all Profits and Advantages thereof, according to the Form of Words of such Assignment, and the true Intent and Meaning of this Act.

Members of the Company not liable to Debts beyond their respective Shares.

XIX. And be it further enacted, That the several Members of the said Company shall respectively stand responsible and answerable for all just Debts and Demands of the Creditors of the said Company, to the full Amount of their several and respective Shares in the Capital of the said Joint Stock.

Authorizing Transfers.

XX. And be it further enacted, That it shall and may be lawful to and for the Person or Persons entitled to any of the Securities for the Money to be borrowed as aforesaid, and their respective Executors, Administrators, or Assigns (as the Case may be), at any Time, by Writing under his, her, or their respective Hands and Seals, to transfer such Security or Securities to any Person or Persons whomsoever; and every such Transfer shall be in the Words or to the Effect following; (that is to say),

Form of Transfer.

'I *A. B.* [*or* we, *as the Case may be,*] being entitled to the Sum of under or by virtue of an Assignment bearing Date the Day of under the Common Seal of the *Maidstone* Gas Light and Coke Company, in pursuance of an Act of Parliament passed in the Fourth Year of the Reign of King *George* the Fourth, intituled [*here set forth the Title of this Act,*] do hereby assign and transfer all my [*or* our] Right and Interest in and to the said Sum, and to the Property and Effects assigned to me [*or* us] for securing the same, unto of his, [her, *or* their] Executors, Administrators, and Assigns. Dated the Day of .'

And a Copy of every such Security or Assignment, and an Extract or Memorial of every Transfer thereof respectively, shall be entered in a Book to be kept for that Purpose by the Clerk to the said Company, which Extract or Memorial shall specify and contain the Date, Names of the Parties, and Sums of Money thereby transferred, to which Book any Person interested shall at all reasonable Times have Access, and shall have free Liberty to inspect the same without Fee or Reward; and for the entering of every such Transfer the said Clerk shall be paid, by the Person or Persons to whom such Transfer shall be made, the Sum of Two Shillings and Sixpence and no more; and every such Transfer, after the entering

tering thereof as aforesaid, shall entitle the Person or Persons to whom such Transfer shall be made, and his, her, or their Executors, Administrators, and Assigns, to the Benefit of the Security thereby transferred, without any other Registry or Enrolment thereof.

Compelling Payment of Subscriptions.

XXI. And be it further enacted, That the several Persons who have subscribed, or shall or may subscribe for and towards the said Undertaking, or who shall at any Time hereafter have or hold, or be entitled to any Share or Shares in the same, shall and they are hereby respectively required to pay the Sum or Sums of Money by them respectively subscribed and to be subscribed, or such Parts or Portions thereof as shall from Time to Time be called for pursuant to the Powers and Directions of this Act, at such Times and Places, to such Person or Persons, and in such Manner as the said Company or their Committee of Management for the Time being shall order and direct; and in case any Person or Persons shall neglect or refuse to pay such Money at such Time or Times and in such Manner as shall be so ordered and directed by the said Company or their Committee of Management as aforesaid, it shall be lawful for the said Company to sue for and recover the same by Action of Debt or otherwise in any of His Majesty's Courts of Record at *Westminster*, together with lawful Interest for the same from the appointed Time or Times for Payment thereof, and full Costs of Suit from such Person or Persons respectively, and in like Cases of Neglect or Refusal where Two or more Persons shall have jointly subscribed for or be jointly possessed of One or more Share or Shares in the said Undertaking then and in like Manner to sue for and recover the same from all or any such joint Subscribers.

Names of Subscribers to be registered, and Certificates of their Shares granted.

XXII. And be it further enacted, That the said Company shall and they are hereby required to cause the Names and Designations of the several Persons who have subscribed for, or who shall or may at any Time hereafter subscribe for or be entitled to a Share or Shares in the said Undertaking, with the Number of such Share or Shares, and also the proper Number by which such Share or Shares shall and may be distinguished, to be fairly and distinctly entered in a Book to be kept for that Purpose, and that after such Entry a Certificate under the Common Seal of the said Company shall be delivered to the Proprietor or Proprietors upon Demand, specifying the Share or Shares to which he, she, or they is or are entitled in the said Undertaking; and such Certificate shall be admitted in all Courts whatsoever as Evidence of the Title of such Proprietor or Proprietors, his, her, or their Executors, Administrators, or Assigns, to the Share or Shares therein specified, but the want of such Certificate shall not hinder or prevent such Proprietor or Proprietors, his, her, or their Executors or Administrators, from selling or disposing of his said Share or Shares or Interest in the said Undertaking.

Meeting of the Company.

XXIII. And be it further enacted, That the Affairs and Concerns of the said Company shall be managed and conducted under and subject to the several Rules and Regulations hereinafter contained, (that is to say) the said Company shall and they are hereby required to assemble together at some Place within the said Town of *Maidstone*, or within One Mile thereof, at Eleven of the Clock in the Forenoon, within Twenty-one Days next

next after the passing of this Act, or as soon after as conveniently may be; and shall in the first Place elect and appoint a Chairman to preside at such Meeting, who in case of an equal Number of Votes, (including such Chairman's Vote), shall have the casting or decisive Vote, and shall then proceed to put in Execution this Act, and shall and may adjourn to or assemble at the same Place, or such other Place within the Town or Limit aforesaid, and at such other Times as shall be duly appointed in Manner hereinafter mentioned; and every such Assembly shall be styled a General Meeting; and Two such Meetings shall be held in every Year, on the Third *Tuesday* in the Month of *January*, and the Third *Tuesday* in the Month of *July*, which shall be styled Half-yearly General Meetings, and that at least Ten Days previous Notice shall be given of each such Half-yearly General Meetings.

Power to call Special Meetings.

XXIV. And be it further enacted, That Ten or more of the said Proprietors, holding collectively Fifty Shares at the least, may from Time to Time, by Notice in Writing under their Hands, call a Special General Meeting, so as the Object for which such Special General Meeting shall be called be expressed in such Notice, and so as such Notice be given Ten Days at least before the Day of Meeting; and no Business shall be transacted at any Special General Meeting besides the Business for which it shall have been called, and no other Business shall be transacted at any adjourned Special General Meeting than the Business left unfinished at the Meeting from which such Adjournment took place.

Adjournments of General Meetings, &c. Votes of Proprietors, &c.

XXV. And be it further enacted, That every such General Meeting may be adjourned from Time to Time as shall be found expedient, and that at least Six Days Notice of such adjourned General Meeting shall be given previous to the holding the same; and all Questions, Matters, and Things shall be decided by a Majority of Votes of the Proprietors present and not declining to vote, the Number present not being less than Ten, according to their respective Number of Shares, or in case of Infancy or Lunacy, then by his, her, or their Guardian or Guardians, Committee or Committees; and every Proprietor shall be entitled to One Vote for and in respect of every Share of which he shall be possessed, so that no Proprietor shall be entitled to vote for or in respect of more than Ten Shares; but no Person shall be entitled to vote at any General or Special Meeting of the said Company, or any Adjournment thereof, in respect of any Share or Shares, unless such Person shall have fully paid and satisfied all Arrears of Money which shall or may have become due in pursuance of any Call or Calls made or to be made by the Committee of Management for or in respect of such Share or Shares, nor shall any Person vote at any of the Meetings of the said Company upon any Question, Matter, or Thing, relating to the Concerns of the said Undertaking, in which such Person or Persons shall be interested otherwise than as a Subscriber or Subscribers, Proprietor or Proprietors, to or of the said Undertaking; and upon any Difference of Opinion, any Proprietor present may require the Votes at any General or Special Meeting of the said Company to be taken by Ballot, but no Ballot shall be kept open for more than One Hour; and in case the Number of Votes, including the Chairman's Vote, shall be equal, such Chairman shall have the casting Vote, as herein-before mentioned; and if at any General or Special Meeting a sufficient Number of Proprietors to act shall not assemble and proceed to Business in One

Hour from the Time appointed for such Meeting, or if the Number of Ten Proprietors be not present when any Business shall be to be decided upon, the Meeting shall adjourn to the same Day in the following Week, or to some other Day to be appointed by the Members present at such Meeting (Two Proprietors being hereby declared sufficient for the Purpose of Adjournment), or in default thereof, then by the Clerk to the said Company.

Directing the Manner of giving Notices of Meetings.

XXVI. Provided always, and be it further enacted, That all Notices to be given of any General Meetings or Adjournments respectively, and all Notices to be given to the said Company of Proprietors or any of them upon any particular Occasion, and not hereby otherwise directed, shall be given to the said Proprietors, or to such individual Proprietors respectively, by Letters from the Clerk of the said Company, sent by the Post, or in such Manner as the said Committee of Management shall otherwise direct, to each and every of the said Proprietors entitled to vote at such Meetings respectively, or to the individual Proprietors entitled to such Notice (as the Case may be), and the same Notices shall be deemed and considered sufficient and as personal Service thereof.

Authorizing the making Bye Laws.

XXVII. And be it further enacted, That the said Company shall have full Power and Authority, from Time to Time, at their General Meetings or any of them, to make such Rules, Orders, and Bye Laws, as to them shall seem meet and proper for the good Government of the said Undertaking, and for regulating the Proceedings of the Committee of Management, and for the regulating of all Officers, Workmen, and Servants to be employed in and about the Affairs and Business of the said Company for the Superintendance and Management of the said Undertaking in all respects whatsoever, and from Time to Time to alter or repeal such Rules, Orders, and Bye Laws, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon every Person or Persons offending against such Rules, Orders, and Bye Laws or any of them, not exceeding the Sum of Five Pounds for any one Offence as to the said Company at any such General Meeting shall seem meet and expedient; and all Rules, Orders, and Bye Laws so made as aforesaid, being reduced into Writing, and the Common Seal of the said Company thereto affixed, shall be binding upon all Persons, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same: Provided always, that such Rules, Orders, and Bye Laws be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or any of the express Directions or Provisions of this Act, or any Act or Acts now in force, or hereafter to be made, for regulating, paving, cleansing, lighting, and watching the said Town and Parish of *Maidstone*: Provided also, that Copies of such Rules, Orders, and Bye Laws be printed and fixed or hung up and continued in the Office of the Clerk, and on some Building of the said Company; and all such Rules, Orders, and Bye Laws shall be subject to Appeal in manner by this Act directed.

Appointing Officers.

XXVIII. And be it further enacted, That it shall be lawful to and for the said Company, at any General Meeting of the said Company, to nominate and elect by Ballot, and to appoint under the Common Seal of the said Company, any Person or Persons to be Treasurer or Treasurers, Clerk

Clerk or Clerks, or other Officer or Officers of or to the said Company, and from Time to Time to remove any such Treasurer or Treasurers, Clerk or Clerks, or other Officer or Officers, and to nominate, elect, and appoint any other Person or Persons in his or their Room or Stead, and also to take sufficient Security from every Person or Persons who shall be appointed Treasurer, Clerk, Receiver, or Collector for any of the Purposes of this Act, for the faithful Execution of their respective Offices, if they shall think proper to require such Security.

Clerk restrained from acting as Treasurer and vice versa.

XXIX. Provided always, and be it further enacted, That it shall not be lawful for the said Company to continue or appoint the Person or Persons who has been or may be appointed their Clerk or Clerks in the Execution of this Act, or the Partner of any such Clerk or Clerks, or the Clerk or Clerks or other Person or Persons in the Service or Employ of any such Clerk or Clerks, the Treasurer or Treasurers for the Purposes of this Act, or to continue or appoint any Person or Persons who has been or may be appointed Treasurer or Treasurers, or the Partner or Partners of any such Treasurer or Treasurers, the Clerk or Clerks to the said Company for executing this Act; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk or Clerks, or the Clerk or Clerks, or other Person or Persons in the Service or Employ of any such Clerk or Clerks, shall accept the Office of Treasurer, or being the Partner of any such Treasurer or Treasurers shall accept the Office of Clerk in the Execution of this Act, or if any such Treasurer shall hold or accept any Place or Office of Profit or Trust under the said Company other than that of Treasurer, every such Person so offending shall for every such Offence forfeit and pay the Sum of Fifty Pounds to any Person or Persons who shall sue for the same, to be recovered with full Costs of Suit in such and the same Manner as other Penalties are by this Act directed to be levied and recovered.

No Money to be issued without an Order from the Committee of Management.

XXX. And be it further enacted, That the Treasurer or Treasurers, or other Officer or Officers to be appointed by the said Company, shall not issue or pay any Sum or Sums of Money on account of the said Company without an Order or Orders in Writing signed by Three or more of the Committee of Management at a Meeting of the said Committee, and that the Receipt of the Treasurer or Treasurers for all Monies payable to him or them on account of the said Company shall be sufficient Discharges for the same.

Election of Committee of Management.

XXXI. And be it further enacted, That at the First General Meeting of the said Company, or at some Adjournment thereof, the said Company shall choose and elect from and out of such of the Members of the said Company as shall at the Time of such Election respectively possess Three Shares at the least in the said Undertaking, a Committee of Management, to consist of Seven or more Persons, for managing the Affairs of the said Company, and such Committee of Management shall continue in such Office and be respectively Members of the said Committee until the Half-yearly Meeting which shall be held in the Month of *January* next after the first Appointment of such Committee, or until others or another shall be appointed in their or any of their stead in pursuance of this Act; and at the said Half-yearly Meeting, or at some Adjournment thereof, and also

at

at the Half-yearly Meeting to be held in the Month of *January* in every succeeding Year, or at some Adjournment thereof, a new Committee of Seven or more Members shall from Time to Time be elected and appointed out of such of the Proprietors of Shares in the said Undertaking as aforesaid, to be the Committee of Management for managing the Affairs of the said Company for the then next ensuing Year, or until the next yearly Appointment of a Committee of Management as aforesaid, or until others or another shall be duly elected into their or any of their Places, under the Provisions hereinafter in that Behalf contained: Provided, that nothing herein contained shall render any One of the Committee whose Office shall have expired, or be expiring, ineligible to be re-elected a Committee Man if otherwise duly qualified: Provided also, that no Person shall be qualified to be elected nor to serve or act as a Member of the said Committee, who shall hold any Office or Place of Profit under the said Company, or shall be concerned or interested in any Contract or Contracts, or who shall take or in any manner participate in the Profits of any Work to be done for the said Company, whether by Contract or otherwise, under this Act.

For supplying Vacancies in the Committee of Management.

XXXII. And be it further enacted, That when and so often as any Member or Members of the Committee of Management to be elected by virtue of this Act shall die or become disqualified, or shall refuse or neglect for the Space of Six Calendar Months to attend the Meetings of the said Committee, it shall be lawful for the said Company, at any General or Special Meeting to be called or held pursuant to the Directions of this Act, to elect some other Member or Members of the said Company, possessing the Qualification aforesaid, to be a Member or Members of the said Committee to fill such Vacancy or Vacancies; and every such Member or Members so elected to fill any such Vacancy or Vacancies shall continue in his Office as such Member or Members of the said Committee, so long as the Person or Persons in whose Place or Stead he or they was or were elected would have been entitled to have continued if such Death, Disqualification, Refusal, or Neglect had not happened.

Qualification of Committee Man.

XXXIII. Provided always, and be it further enacted, That no Person shall be eligible for the said Committee for managing the Affairs of the said Undertaking, unless at the Time of his Election he shall be entitled to Three Shares in the said Undertaking.

Regulating the Meetings of the Committee of Management.

XXXIV. And be it further enacted, That the said Committee of Management shall and they are hereby required to meet at some Place within the said Town, or within One Mile thereof, at such Times, and adjourn their Meetings from Time to Time as they shall think fit, and at each of such Meetings to appoint a Chairman; and that all Questions, Matters, and Things to be proposed, discussed, considered, or done by the said Committee of Management at any of their Meetings, shall be decided and determined by the Majority in Number of the said Committee then present, the Number present not being less than Three, and in case of an equal Number of Votes (including such Chairman's Vote) then the Chairman shall have a casting and decisive Vote; and if on the Day appointed for any Meeting of the said Committee, Three of the said Committee shall not attend, then and in every such Case the Meeting shall be adjourned

adjourned by the Member or Members then present, or if none be present, then by the Clerk of the said Company, or such Person as shall attend in his Place, to such Day and Time as he or they shall think proper, within the Space of Seven Days then next; and that any Three or more of the said Committee may, at any Time when they shall think fit, call a Meeting of the Committee by Notice in Writing, signed by such Three or more Members, to be sent by the Post or otherwise to the Residence or Address of every Member of such Committee.

Powers of Committee of Management.

XXXV. And be it further enacted, That the Committee of Management to the said Company for the Time being shall have the Custody of the Common Seal of the said Company, and shall have full Power and Authority to meet and adjourn from Time to Time, and also at any Time to call Special General Meetings of the said Company for any Purpose they may think proper, and to direct the Affairs and Business of the said Undertaking, as well in the issuing, receiving, laying out, and disposing of all Sums of Money to be issued or received, laid out, or disposed of for the Purposes of the same, as in the contracting for and purchasing Messuages, Lands, Tenements, Hereditaments, Materials, Goods and Chattels for the Use of the said Undertaking, and in the making and entering into Contracts or Agreements for lighting the said Town and Parish, or any Part or Parts thereof, and the public or private Houses, Warehouses, and other Buildings aforesaid, and in ordering, directing, or employing the Works and Workmen of the said Company, and in selling and disposing of all Articles produced as aforesaid, and in making, enforcing, and rescinding all Contracts and Bargains touching or in anywise concerning the same, subject to such Orders, Bye Laws, Rules, and Regulations as shall at any Time or Times, and from Time to Time be duly made by the said Company in Restraint, Controul, or Regulation of the Powers and Authorities by this Act granted.

Proceedings to be entered in a Book.

XXXVI. And be it further enacted, That the Orders and Proceedings of every Meeting, as well of the Company as of the Committee of Management, shall be entered by the Clerk or Clerks in a Book or Books to be kept for that Purpose, and such Orders and Proceedings so entered, shall be signed by the Clerk of the said Company, or by the Chairman of each respective Meeting, and shall be deemed and taken to be original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others.

The Person whose Name stands first for divided Shares, to be deemed the Owner, and entitled to vote.

XXXVII. And be it further enacted, That whenever Two or more Persons shall be jointly possessed of or entitled to any Share or Shares in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as a Proprietor of such Share or Shares, shall, for the Purposes of this Act, be deemed and taken to be the Owner or Proprietor of such Share or Shares, and all Notices required to be given to the Owner or Proprietor of any Share or Shares in the said Undertaking shall and may be given to such Person whose Name shall so stand first in the Books of the said Company, and such Notice to such Person shall be deemed and taken to be a Notice to all the Owners or Proprietors of such Share or Shares for all the Purposes for which such Notice is intended to be given to the Owner or Proprietor of any such Share or Shares, and such Owners or Proprietors shall be entitled to give their Votes in respect thereof

thereof by the Person whose Name shall stand first in the Books of the said Company as a Proprietor of such Share or Shares, and his Vote shall on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share or Shares, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share or Shares.

Power to vote by Proxy.

XXXVIII. And be it further enacted, That any Proprietor of any Share or Shares in the said Company's Stock, entitled to vote in respect of such Share or Shares at any General or Special Meeting of the said Company, shall have full Power and Authority to give his or her Vote or Votes at any such General or Special Meeting as aforesaid, either in Person or by Proxy, every such Proxy being a Proprietor in the said Undertaking, and duly constituted under the Hand or Hands of such Proprietor or Proprietors; in Cases of Infancy or Lunacy, under the Hand or Hands of the Guardian or Guardians, Committee or Committees of such Infant or Lunatic, Infants or Lunatics: Provided nevertheless, that no one Person shall deliver in Proxies for more than Three Proprietors; and the Appointment of such Proxies shall be made in the Form or to the Effect following; (that is to say),

Form of Proxies.

'I *A. B.* of One of the *Maidstone* Gas Light and Coke Company, do hereby nominate, constitute, and appoint *C. D.* of One other of the said Company, to be my Proxy, in my Name and in my Absence to vote or give my Assent to or Dissent from any Business, Matter, or Thing relating to the Affairs of the said Company that shall be mentioned or proposed at any General or Special General Meeting of the said Company, in such Manner as he the said *C. D.* shall think proper, according to his Opinion and Judgment, for the Benefit of the said Undertaking or any thing relating thereto. In witness whereof I have hereunto set my Hand, the Day of One thousand eight hundred and .'

Committee to make Calls.

XXXIX. And be it further enacted, That the Committee of Management for the Time being shall have full Power from Time to Time and at all Times to make such Call or Calls upon the Proprietors of the said Undertaking, their respective Executors, Administrators, or Assigns, for the Amount of the Subscriptions for their respective Shares, in such Instalments as such Committee shall from Time to Time deem requisite or necessary for the Purposes of the said Undertaking; and every Order for a Call shall be signed by the Chairman of the said Committee of Management for the Time being, and Two other of the Members of the said Committee at least, present at some Meeting of the said Committee duly held; and the several Sums of Money so to be called for shall be paid into the Hands of the Treasurer to the said Company for the Time being, at such Time and Place as shall be appointed by such Committee, at which Time and Place Fourteen Days previous Notice shall be given in such Manner as the said Committee shall direct or appoint in that Behalf; and if any Person or Persons shall neglect or refuse to pay his, her, or their Proportion of the Money so to be called for, by the Space of Six Weeks next after the Time appointed for Payment thereof, together with lawful Interest for the same from such appointed Time of Payment, then and in such Case it shall and may be lawful to and for the said Company, at some Half-yearly General Meeting to be held after such Neglect or Refusal, to

declare all and every or any of the Share or Shares of such Person or Persons so neglecting or refusing as aforesaid to be forfeited, and from thenceforth the said Share or Shares so declared to be forfeited, and all the Profit and Benefit thereof, and all Money theretofore advanced and paid on account thereof, shall be vested in the said Company, their Successors and Assigns, to and for the Uses and Purposes hereinafter mentioned.

Ascertaining the Proprietorship of Shares in certain Cases.

XL. And whereas in case any original Holder or Proprietor of One or more Share or Shares in the said Undertaking shall die or become insolvent or bankrupt, or shall transfer his or her Right or Interest to some other Person or Persons, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of any Officer acting for the said Company to ascertain who is or are the Owner or Proprietor or Owners or Proprietors of such Share or Shares, in order to give him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, Notice or Notices of Calls to be made on such Share or Shares, or to maintain any Action or Actions, Suit, or other Proceedings against him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, for the Recovery of the same, or for the Purpose of safely paying to him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, the Interest or Dividends to which he, she, or they may be entitled by virtue thereof; be it therefore enacted, That in all Cases where the Right and Property in One or more Share or Shares in the said Undertaking shall pass from the original Subscriber or Subscribers, or any other Proprietor or Proprietors thereof, to any Person or Persons, by any other legal Means than by a registered Transfer thereof, in the Form and Manner hereinafter specified, an Affidavit shall and may be made and sworn to by One credible Person, before a Master or Masters Extraordinary of His Majesty's High Court of Chancery, or any One of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns; and such Affidavit shall be delivered to the Clerk of the said Company, to the Intent that he may enter and register the Name or Names of every such other Proprietor or Proprietors in the Register Book or List of Subscribers and Proprietors of the said Undertaking, to be kept in the Office of the Clerk of the said Company; and in all or any of the said Cases, after Thirty Days Notice in Writing shall have been given by the said Clerk to the Owner or Owners, or Person or Persons appearing by such Affidavit to be Owner or Owners thereof, or left at his, her, or their last or usual Place of Abode, to pay his, her, or their Proportion of Money so to be called for, and if such Person or Persons, his, her, or their Executors, Administrators, Successors or Assigns, shall not have paid his, her, or their Proportion as aforesaid, it shall be lawful for the said Company at any Half-yearly General Meeting, after the Expiration of such Notice, to declare the same Share or Shares to be forfeited, and in such case the same and all the Profits and Benefits theretofore made, and all Money theretofore advanced and paid on account thereof, shall be vested in the said Company, their Successors and Assigns, to and for the Use and Purposes herein-after mentioned.

XLI. Pro-

No Share to be forfeited unless published in a Newspaper.

XLI. Provided always, and be it enacted, That no Share or Shares of or in the said Undertaking shall be forfeited, or vest in or accrue to the said Company, until Notice shall have been published in some One or more of the Newspapers published at *Maidstone* aforesaid, or in case no Newspaper shall be published there at the Time, then in the *London Gazette* Ten Days at least before the holding of such General Meeting, stating an Account of the Money due from such Person or Persons for such Call or Calls in respect of his, her, or their Share or Shares in the said Undertaking, exclusive of the Interest thereon; and no such Share or Shares shall be forfeited to or vested in the said Company, if the Owner or Owners of such Share or Shares, or the Person or Persons appearing by such Affidavit or Affidavits to be the Owner or Owners of such Share or Shares, shall, before the holding of such General Meeting, pay what shall be due thereon for such Call or Calls as aforesaid, and legal Interest for the same, and all the Expences attending the Application for and advertizing of the same as aforesaid.

Authorizing the Sale of forfeited Shares.

XLII. And be it further enacted, That when any Share or Shares in the said Undertaking shall by virtue of this Act have become forfeited to and vested in the said Company as aforesaid, then and in every such Case it shall and may be lawful to and for the said Company or their Committee for the Time being, and they are hereby authorized and empowered, from Time to Time to sell or cause to be sold by Public Auction or Private Contract, and by Writing under the Common Seal of the said Company to assign and transfer, such and so many of the Share or Shares of such Defaulter or Defaulters as the said Company or their Committee shall from Time to Time find necessary and direct to be sold, to such Person or Persons as shall be willing to be and become the Purchaser or Purchasers thereof, his, her, or their Executors, Administrators, or Assigns; and such Assignments and Transfers shall be good, valid, and effectual against the Owner and Owners of every such Share or Shares so forfeited to and vested in the said Company and sold as aforesaid, and all Persons claiming under him, her, or them: Provided always, that in case the Money produced by the Sale of any such Share or Shares shall be more than sufficient to pay all such Arrears of Calls as aforesaid, and legal Interest thereon, and the Expences attending the Sale or Sales, then the Surplus of such Money shall be paid on Demand to the Person or Persons to whom such Share or Shares shall have belonged, or shall appear by such Affidavit or Affidavits to have belonged: Provided also, that the said Company or their Committee shall not by virtue of this Act sell or transfer, or direct to be sold or transferred, any more of such Shares of such Defaulter or Defaulters than shall be sufficient, as near as may be, at the Time of such Call, to pay the Arrears due from such Defaulter or Defaulters for or on account of such Call or Calls, and the Interest and Expences attending the same; and from and after Payment of all and every such Call or Calls, and the Interest and Expences aforesaid, any Share or Shares vested in the said Company as aforesaid, which shall remain in their Hands unsold, shall revert to and again become the Property of the Person or Persons to whom such Share or Shares shall have belonged immediately before such Forfeiture as aforesaid, in such manner as if such Call or Calls had been duly and regularly paid.

Surplus Money on Sale of Shares to be paid to the Owner on Demand.

XLIII. And

Executors and Administrators indemnified in paying Calls.

XLIII. And be it further enacted, That if any Proprietor or Proprietors of any Share or Shares in the said Undertaking shall die before Payment shall have been made by him, her, or them, of the full Sum to be called for in respect thereof as aforesaid, without having made any sufficient Provision by Will or otherwise how such Share or Shares shall be disposed of, and how the future Calls in respect thereof shall be answered and paid, then and in such Case the Executors or Administrators of such Proprietor or Proprietors, and the Trustee or Trustees, Guardian or Guardians of any Infant, or other Person or Persons entitled to the Estate and Effects of such Proprietor or Proprietors, shall and may pay such Call or Calls in respect of such Share or Shares, and shall be hereby indemnified against such Infant and all other Persons whomsoever for paying the same.

Purchasers of forfeited Shares liable to future Calls.

XLIV. Provided also, and be it further enacted, That nothing herein contained shall authorize or empower the said Company or their Committee to sue the original Proprietor or Proprietors of any Share or Shares which shall have been declared to be forfeited in Manner and according to the Tenor, true Intent and Meaning of this Act, except as to any such Share or Shares as shall have reverted back to him, her, or them as hereinbefore directed, for any Call or Calls for Money subsequent to the Declaration of such Forfeiture, but when any such forfeited Share or Shares shall be sold, the Purchaser or Purchasers thereof shall be liable to the future Calls, in the same Manner as if he, she, or they had been the original Proprietor or Proprietors of such Share or Shares.

Shares may be transferred.

XLV. And be it further enacted, That it shall and may be lawful for the several Proprietors of the said Undertaking, his, her, and their respective Executors, Administrators, Successors, and Assigns, to sell and transfer all or any Share or Shares of which he, she, or they shall or may respectively be possessed; and every such Transfer shall be in the Form or to the Effect following; (that is to say),

Form of Transfer.

'I of in Consideration of the Sum of
'paid to me by of do hereby bargain,
'sell, assign, and transfer to the said the Sum of
'Capital Stock of and in the Undertaking called 'the *Maidstone* Gas
'Light and Coke Company,' being my [*or* Part of my] Share [*or* Shares],
'Number [*or* Numbers] therein, to hold to the
'said Executors, Administrators, and Assigns,
'subject to the same Rules, Orders, and Restrictions, and on the same
'Conditions as I held the same immediately before the Execution hereof:
'and I the said do hereby agree to take and accept the
'said Share [*or* Shares] subject to the same Rules, Orders, Restrictions,
'and Conditions. As Witness my Hand and Seal [*or* our Hands and
'Seals] this Day of in the Year of our Lord One
'thousand eight hundred and .'

Transfer to be registered.

And every such Transfer shall be registered in the Books of the said Company by an Entry of the Date and Names of the Parties and the Number of Shares transferred, for which Entry or Registering the Sum of Two Shillings and Sixpence and no more shall be paid to the Clerk or other Officer making the same, by the Person at whose Request such Registry shall be made; and a Copy of such Register, signed by the Clerk

or other such Officer of the said Company, shall be sufficient Evidence of every such Sale and Transfer in all Disputes and in all Trials before any Court, and by all Judges, Justices, and others, in the United Kingdom; but that until such Transfer shall be registered in the Books of the said Company as aforesaid, no Purchaser or Purchasers of any Share or Shares in the said Undertaking, or his, her, or their Executors, Administrators, Successors, or Assigns, shall receive or be entitled to receive any Interest or Dividend for or in respect of such Share or Shares so purchased, nor be entitled to vote at any Meeting or Meetings in respect thereof, as a Proprietor or Proprietors of the said Undertaking.

No Share to be sold after a Call until the Money is paid.

XLVI. Provided always, and be it further enacted, That no Person or Persons shall sell or transfer any Share or Shares which he, she, or they shall possess in the said Undertaking, after the Day appointed for the Payment of any Call for Money, until the Money so called for in respect of his, her, or their Share or Shares intended to be sold shall have been paid; and that until such Money so called for shall be paid in respect of such Share or Shares intended to be sold, such Sale or Transfer of any Share or Shares shall be void, and such Share or Shares shall be liable to be forfeited under the Provisions herein-before contained, in such and the same manner as if no such Sale or Transfer had been made.

Accounts to be settled.

Meetings to declare Dividends.

XLVII. And be it further enacted, That every Half-yearly General Meeting of the said Company, and any General Meeting specially called for the Purpose, shall have full Power to call for, examine, and settle the Accounts of the said Company; and that at every Half-yearly General Meeting, or some Adjournment thereof, a Dividend or Dividends shall be made and declared, out of the Interest, Profits, or Advantages of the said Undertaking, unless such Meeting shall declare otherwise; and such Dividend or Dividends shall be at and after the Rate of so much *per Centum* for every Share upon all and every the Sum and Sums of Money paid to the said Company by the said Subscribers, their Successors, Executors, Administrators, or Assigns, as such Meeting or Meetings shall think fit to appoint and determine: Provided that no Dividend shall be made whereby the Capital of the said Company shall in any degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share or Shares after a Day appointed for Payment of any Call for Money in respect thereof, until such Call shall have been paid; and that the Proprietors who shall at any such Half-yearly General Meeting make any such Dividend as last aforesaid, shall be personally responsible to the other Proprietors, and also to the Creditors of the said Company, for any Injury which may arise therefrom.

Gas to be supplied cheaper than Oil.

XLVIII. Provided always, and be it further enacted, That the said Company shall, and they are hereby directed and required, at the Request of the Commissioners, or their Committee, for paving, cleansing, lighting, and watching the said Town and Parish, to supply all the public Streets, Lanes, Passages, and Places in the said Town and Parish with Gas of such Quality as shall at all Times afford a cheaper and better Light than can be obtained from Oil; and every Contract or Agreement which shall be entered into for lighting with Gas the said Streets, Lanes, Passages, and Places, or any of them, by the said Company, shall contain a Clause providing that it shall be obligatory on the said Company that such

Streets, Lanes, Passages, and Places shall at all Times be better and cheaper lighted with Gas by the said Company than can be done with Oil.

Service Pipes to be kept charged with Gas.

XLIX. Provided always, and be it further enacted, That the Branch or Service Pipes which shall be put up by the said Company for lighting the said Streets, Lanes, Passages, and Places of the said Town and Parish, or any of them, under any Contract or Agreement with the said Commissioners, or their Committee, or other Persons thereunto authorized, shall be kept fully charged with Gas, and the Stop Cocks shall be so formed and turned as not to impede or prevent the said Branch or Service Pipes being completely filled with Gas during the Time the same shall be lighted.

Power to break up the Soil and Pavement of Streets.

L. And be it further enacted, That it shall be lawful for the said Company and they are hereby fully authorized and empowered, subject to the Provisions and Restrictions herein mentioned, by their Servants, Agents, Workmen, and others, from Time to Time to make and erect such Buildings, Gasometers, Receivers, Cisterns, Retorts, Engines, Machines, and other Apparatus, Cuts, Drains, Sewers, Watercourses, Reservoirs, and other Works, and to sink and lay Pipes of such Construction and in such Manner as the said Company shall think necessary or proper, for carrying the Purposes of this Act into Execution, and to break up the Soil, Pitchings, and Pavements of all and every or any of the present or future Streets, Lanes, Passages, and Places of the said Town and Parish, and to dig and sink Trenches and Drains, and lay down Mains or Pipes, and put Stop Cocks, Syphons, Plugs, or Branches from such Mains or Pipes in, under, across, and along such Streets, Lanes, Passages and Places, or any of them, and in such Manner as shall be necessary for the Purpose of carrying this Act into Execution, or supplying any such Lights as aforesaid, placing and laying the Mains or Pipes in the Footpaths where the Roads are gravelled, and by the Side of the Curb Stone, Watercourse, or Gutter where the Road or Street is paved, and from Time to Time to alter the Position of, and to repair, relay, and maintain such Mains or Pipes, Stop Cocks, Syphons, Plugs, or Branches, and also to fit up, furnish, and carry any Pipe or Pipes, Cocks or Branches, or other necessary Apparatus, from any such Main or Pipe laid in any Street, Lane, Passage, or Place by the said Company by virtue of this Act, into any Dwelling House or Houses, Manufactory or Manufactories, or public or private Building or Buildings, or Place or Places whatsoever, for the Purpose of lighting the same from any of such Mains or Pipes, and to fix, place, and maintain any Apparatus or Convenience necessary or requisite, or deemed advisable, for securing to any Dwelling House or Houses, Manufactory or Manufactories, or public or private Building or Buildings, or Place or Places whatsoever, a proper and competent Supply of Gas, or for measuring and ascertaining the Extent of such Supply, and also to alter or amend any Works which shall or may have been fitted up and placed when the same shall be bad and imperfect, or which shall be injured or damaged, in such Dwelling House or Houses, Manufactory or Manufactories, public or private Buildings or Places, and to do all such other Acts, Matters, and Things of the same or the like Nature as shall from Time to Time be necessary and convenient for the Purposes of carrying this Act into Execution, the said Company doing or causing the same to be done in a careful and workmanlike Manner, and doing as little

Damage

Damage as may be, and placing and leaving the Ground and Pavement, when broken up for any or either of the Purposes aforesaid, in as good a State and Condition as the same was or were before it was or were so broken up: And provided always, that a proper Compensation be made by the said Company for any Damage done by the said Acts respectively: And provided also, that nothing herein contained shall extend or be construed to extend to authorize or empower the said Company to sink or make any such Cuts, Drains, Sewers, Watercourses, or Reservoirs, in any Situation or Direction where the same can, shall, or may interfere with any present or future public or private Drains, Sewer, or Well, nor to fix, carry, or lay any Pipe or Pipes, Cocks, or Branches, from any Main or Pipe thereof, to or against any Dwelling House or Houses, Manufactory or Manufactories, or public or private Building or Buildings, or Place or Places as aforesaid, or to continue the same, without the Consent in Writing of the Owner or Owners, and Occupier or Occupiers, for the Time being, of every such Dwelling House or Houses, Manufactory or Manufactories, public or private Buildings or Places aforesaid, nor to authorize or empower the said Company to carry or lay any Pipe or Pipes in, through, over, or upon any private Lands or Grounds, or to continue the same, without the Consent in Writing of the Owner or Owners, and Occupier or Occupiers thereof, first had and obtained for that Purpose: Provided also, that the Soil, Pitchings, and Pavements of the said Streets, Lanes, Passages, and Places within the present or future Jurisdiction of the said Commissioners for executing the said Act of the Fifty-ninth Year of the Reign of His said late Majesty, be only broken up with the Consent of the said Commissioners or their Committee: Provided also, that all Works to be done or repaired within the Jurisdiction of the said Commissioners, shall be done under the Inspection of their Surveyor, except in Cases of Emergency, such Emergency to be certified by Three or more of the said Commissioners or their Committee: And provided also, that Private Roads and Ways shall only be broken up with the Consent of the Occupier or Occupiers, and Owner or Owners of the Soil thereof respectively.

Company to alter the Situation of Pipes if required by the Commissioners of Pavements.

LI. And be it further enacted, That if for the Purposes of the said herein-before mentioned Act of the Fifty-ninth Year of the Reign of His said late Majesty, or any Act or Acts therein recited or referred to, or any other Act or Acts for regulating the Pavements of the several Streets, Lanes, Passages, and Places, through which the said Company shall or may lay their Main or other Pipes, it shall at any Time or Times hereafter be deemed necessary or expedient by the Commissioners of the said Pavement, or their Committee of Management, to raise, sink, or otherwise alter the Situation of any of the Mains, Pipes, Stop Cocks, Plugs, or Branches, which shall or may be laid down for the Purposes aforesaid, within the Jurisdiction of the said Commissioners or their Committee of Management, then the said Company of Proprietors shall, at the Expence, Costs, and Charges of the said Commissioners, or their Committee of Management as aforesaid, within Seven Days next after being required so to do by Notice in Writing to them or their Clerk given by the said Commissioners, or their said Committee of Management, signed by the Clerk of the said Commissioners or their Committee, raise, sink, or alter such Mains, Pipes, Stop Cocks, Plugs, or Branches, according to such Notice, in such Manner and in such Place or Places as the said Commissioners, or

or Committee, shall think right or proper, and in default thereof, it shall be lawful to and for the said Commissioners or Committee, or their Surveyor or other Person or Persons acting by their Order or under their Authority (at the like Expence, Costs, and Charges of the said Commissioners or Committee), to cause such Mains, Pipes, Cocks, Plugs, or Branches, to be raised, sunk, or altered as aforesaid, so that in either of the said Cases no Damage be done thereby to the said Company, and so that they be not thereby prevented from or inconvenienced or obstructed in lighting any public or private Lamp or Lamps, unless such Damage or Obstruction, from the Circumstances of the Case, be unavoidable.

Owners of private Roads or Ways may remove the Situation of Pipes.

LII. Provided also, and be it further enacted, That in case the said Company shall at any Time hereafter break up the Soil, Pitching, or Pavement of any private Road or Way, for the Purpose of laying any Main or Pipe along, under, or across the same, with the Consent of the Owner or Owners of the Soil, it shall be lawful, after the same shall have been so laid and placed, for such Owner or Owners, at any Time or Times thereafter, if he, she, or they shall deem it necessary or expedient, and at his, her, or their own Costs and Charges, to alter and vary the Position of such Pipe or Pipes, Main or Mains, and to relay the same, so that no Damage be done thereby to the said Company, and so that they be not thereby prevented from or obstructed in lighting any public or private Lamp or Lamps, unless such Damage or Obstruction be unavoidable as aforesaid.

Providing for Damages sustained by the Company on removing Pipes.

LIII. Provided always, and be it further enacted, That if by the raising, sinking, or altering any of the said Mains, Pipes, Cocks, Plugs, or Branches, either by the said Commissioners or Committee, or any such Owner or Owners as last-mentioned, any Damage, Loss, or Injury shall be done, accrue to, or be sustained by the said Company, either by losing the Lighting of any such public or private Lamp or Lamps as aforesaid or otherwise, then and in every such Case such Damage, Loss, or Injury shall be ascertained and fixed by One or more Justice or Justices of the Peace for the said Town and Parish of *Maidstone*, and shall be made good to the said Company by the said Commissioners or Committee, or Owner or Owners (as the Case may be), as soon as Circumstances will permit; and in default of Payment thereof by any such Owner or Owners for the Space of Ten Days after Demand shall be made by the said Company, or by their Clerk or Superintendant, Proof of such Demand being made by the Oath of One credible Witness before One or more Justice or Justices of the Peace for the said Town and Parish of *Maidstone*, the same shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of such Owner or Owners, together with the Costs and Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands Seals of One or more Justice or Justices of the Peace for the said Town and Parish of *Maidstone*, and which Warrant such Justice or Justices is and are hereby empowered to grant, and such Costs and Charges shall be paid to the said Company as the Case may require.

Company to remove Pipes when Tenants quit if required.

LIV. Provided always, and be it further enacted, That the said Company shall, at their own Expence, on the Expiration or Determination of the Tenancy or Tenancies of any such Occupier or Occupiers so giving Consent as aforesaid, or within Fourteen Days after the Expiration or

Determination of such Tenancy or Tenancies, upon receiving Notice in Writing for that Purpose for or on behalf of the Owner or Owners, or the succeeding Occupier or Occupiers of any such Dwelling House or Dwelling Houses, Manufactory or Manufactories, or public or private Building or Buildings as aforesaid, remove, take, and carry away, or cause to be removed, taken, or carried away, any Pipe or Pipes, Cocks or Branches, from any Main or Pipe which shall have been placed or laid by the said Company to or against any such Dwelling House or Dwelling Houses, Manufactory or Manufactories, or public or private Building or Buildings, as aforesaid, pursuant to the Power for that Purpose herein-before contained, and repair and make good such Dwelling House or Dwelling Houses, Manufactory or Manufactories, or public or private Building or Buildings, to or against which the same shall have been so placed or laid, any thing herein contained to the contrary thereof in anywise notwithstanding; and in default thereof it shall and may be lawful to and for such Owner or Owners, or for such new Occupier or Occupiers, as the Case may require, or any Person or Persons acting under his, her, or their respective Authority or Authorities, to cause such Pipes, Cocks, or Branches to be removed, taken, and carried away, and the said Dwelling House or Dwelling Houses, Manufactory or Manufactories, or public or private Building or Buildings, to or against which the same shall have been so placed or laid, to be repaired and made good, and the reasonable Costs and Charges of doing the same shall be immediately paid by the said Company, or their Treasurer for the Time being, to such Owner or Owners, Occupier or Occupiers, as the Case may require; and if such reasonable Costs and Charges shall not be paid within Ten Days next after Demand thereof shall be made by such Owner or Owners, Occupier or Occupiers, or other Person or Persons as aforesaid (Proof of such Demand being made by the Oath of One credible Witness before One or more of His Majesty's Justices of the Peace for the said Town and Parish), such reasonable Costs and Charges shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, together with the Costs and Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of such Justice or Justices of the Peace of the said Town and Parish (which Warrant such Justice or Justices is and are hereby empowered to grant), and such Costs and Charges shall be paid to such Owner or Owners, Occupier or Occupiers, as the Case may be.

For the Protection of Pipes, and to prevent the Soil near them being broken up without previous Notice.

LV. And be it further enacted, That when and as often as the said Company, or their Servants, Agents, or Workmen, shall dig or sink any Trench or Trenches for laying any Main or Mains, Pipe or Pipes, or other Apparatus, or shall open any Ground for the Purposes of this Act, in, upon, or near to which any Water Pipe or Water Pipes shall have been laid or placed for the Purposes of conveying Water into, through, or about the said Kings Town and Parish of *Maidstone*, or any Branch of such Water Pipe or Pipes, for the Service or Supply of any Dwelling House, Manufactory, public or private Building, the said Company, their Servants, Agents, or Workmen, shall and they are hereby required to give previous Notice thereof to the Proprietor or Proprietors, Person or Persons having the Controul of such Water Pipes for the Time being, or to the Occupier of such Dwelling House, Manufactory, public or private Building, supplied by such Branch or Service Pipe as the Case may be;

and

and on every such Occasion the said Company, their Servants, Agents, and Workmen shall, under the Direction and Inspection of such Proprietors or Occupiers or Persons, or their, his, or her Surveyor or Agent, as the Case may be, protect and secure such Water Pipe or Pipes from any Injury or Damage, and shall also repair and make good any Damage that may be done to any such Pipe or Pipes on any such Occasion; and in default being made in any of the Matters aforesaid, the said Company shall forfeit and pay any Sum not exceeding Twenty Pounds, and shall also pay to such Proprietors, Occupiers, or Persons, as the Case may be, the Costs and Expences which shall have been incurred by them, him, or her, in securing and protecting or in repairing and making good any Injury or Damage that may have been done to such Pipe or Pipes by the Means aforesaid, such Penalty, Costs, and Expences to be ascertained by any Justice of the Peace for the said King's Town and Parish, or other Justice or Justices having Jurisdiction, and to be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal, or Hands and Seals of any such Justice or Justices, and which Warrant such Justice or Justices is and are hereby empowered to grant.

Company to be subject to Acts of Parliament relating to Roads.

LVI. Provided also, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize or empower the said Company, or any Person or Persons whomsoever, to break, take up, or disturb the Ground, Stones, Soil, or Pavement in or of any Road or Highway within the Limits of this Act, without the Consent in Writing of the Commissioners, Treasurers, or other Persons in whom the Superintendence, Property, or Controul of any such Road or Highway is by Authority of Parliament or otherwise howsoever vested, under the Hand or Hands of their proper Officer or Officers, and that all and every the Works, Matters, and Things, at any Time hereafter to be done or performed by the said Company, or their Servants, Workmen, or others, in, upon, throughout, or over any such Road or Highway, shall be subject to the Provisions, Regulations, Penalties, and Notices, and all and every the Powers, Authorities, Provisions, Rules, Directions, Forfeitures, Claims, Matters, and Things, contained in any General Act or Acts of Parliament, or in any Act or Acts of Parliament for the making, amending, repairing, or improving any such Road or Highway, or otherwise relating thereto, as fully and effectually as if the same had been amply enacted herein.

Non-attendance of Surveyor of Commissioners not to retard the Works.

LVII. Provided always, and be it further enacted, That in case the Surveyor for the Time being of the said Commissioners or Committee, shall neglect or refuse to attend and inspect any of the Works hereby directed to be done under his Inspection, and which shall have been consented to by the said Commissioners or Committee, after being thereunto required, by Notice in Writing from the said Company or their Clerk, given to or left at the Place of Abode of the said Surveyor, the said Company shall and may and are hereby fully authorized to do and perform such Works without the Inspection of such Surveyor; any thing herein contained to the contrary thereof notwithstanding.

Pavements to be made good where Pipes are laid.

LVIII. Provided always, and be it further enacted, That the said Company, in laying or repairing any such Mains, Pipes, Plugs, Cocks, Stop-cocks, Syphons, Branches, or other Apparatus, shall do as little Damage as may

may be to the Pavements, and shall forthwith fill in the Trenches and make good the Pavements and Roads, and carry away the Rubbish, and repair and make good any Damage occasioned by such Works from any Drains, Sewers, or Cuts, which may be made for carrying off the Washings or Waste Liquids without Delay, and shall in the meantime fence, guard, and light the Place or Places with such Number of Lamps as shall be sufficient for that Purpose, where any Ground shall be opened, in such manner so as to prevent Accidents to Passengers, Cattle, and Carriages; the said several and respective Works and Repairs to be done under the Superintendence, and to the Satisfaction of the Surveyor for the Time being of the said Commissioners or Committee, under the said Act of the Fifty-ninth Year of the Reign of His late Majesty, in all Cases where such Mains, Pipes, Plugs, Cocks, Syphons, Branches, or other Apparatus, shall be laid or repaired in or under any of the public Streets, Lanes, Passages, or Places, now or hereafter to be within the Jurisdiction of the said Commissioners or Committee, which may be so broken up, and under the Superintendence and to the Satisfaction of the Owner or Owners of the Soil for the Time being in all other Places: Provided always, that if there shall be any wilful or negligent Delay in the said Company, or in any of their Agents or Servants, or any other Person or Persons acting by or under their Authority, in filling in any such Ground, removing Rubbish, or making good any such Pavements as aforesaid, or in fencing, guarding, or lighting the Place or Places where any such Ground shall be opened as aforesaid, then and in every such Case it shall and may be lawful to and for the said Commissioners or Committee, or their Surveyor or Surveyors, or any other Person or Persons acting by or under the Authority of the said Commissioners or Committee, as to any Street, Lane, Passage, or Place within their Jurisdiction as aforesaid, so broken up, and to and for the Owner or Owners of the Soil for the Time being in all other Places, to fill in such Ground, and remove such Rubbish, and repair and make good such Pavements so broken up, and to fence, guard, and light such Place or Places so opened as aforesaid, and the reasonable Costs and Charges thereof shall be paid by the said Company or their Treasurer to the said Commissioners or Committee, or Surveyor or Surveyors, or Owner or Owners, as the Case may require; and in default of Payment thereof for Ten Days next after Demand shall be made for the same, Proof of such Demand being made by the Oath of One credible Witness before One or more Justice or Justices of the Peace for the Town and Parish of *Maidstone* aforesaid, all such reasonable Costs and Charges, together with any Sum not exceeding Five Pounds by way of Penalty, shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, together with the Costs and Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of such Justice or Justices of the Peace for the said Town and Parish of *Maidstone* (which Warrant such Justice or Justices is and are hereby empowered to grant), and such Costs, Charges, and Penalty shall be paid to the said Commissioners or Committee, or their Treasurer or Surveyor, or to the said Owner or Owners, as the Case may be.

Regulations for emptying Tanks.

LIX. And be it further enacted, That if the said Company shall cause, permit, or suffer any Tank to be emptied at any Time between the Hours of Five of the Clock in the Morning and Eleven of the Clock at Night,

or

or shall cause or permit or suffer the Soil or Contents thereof to be laid in any of the Streets, Lanes, Passages, or Places in the said Town and Parish of *Maidstone*, or adjacent thereto, the same shall be deemed an Offence, and the said Company shall for every such Offence forfeit the Sum of Twenty Pounds, to be recovered and levied before any Justice or Justices of the Peace for the said Town and Parish of *Maidstone*, by Distress and Sale of the Goods and Chattels of the Company, in like manner as other Forfeitures and Penalties are herein directed to be recovered.

Power of Commissioners of Pavements not to be affected.

LX. Provided always, and be it further enacted, That nothing in this Act contained shall have the Effect or be construed to deprive the said Commissioners or Committee for the Time being of the said Pavement, or any other Person or Persons, of any Right, Power, or Authority, they or any of them now possess, or to interfere with any Right, Power, or Authority, which they or any of them shall or may hereafter acquire, to light any of the public Streets, Lanes, Passages, or other Places, Houses, Manufactories or Buildings in the said Town and Parish or adjacent thereto as aforesaid, with Gas, or in any other manner, or to defeat, abridge, alter, obstruct, or in any manner interfere with the Rights, Powers, or Authorities of the Commissioners or Committee for the Time being, vested in them or either of them, by the said recited Act of the Fifty-ninth Year of the Reign of His said late Majesty, or any Act or Acts therein recited or mentioned, or to remove any of the Disabilities or Restrictions, or to take away any of the Penalties or Forfeitures contained therein, or in any or either of the said Acts, or imposed thereby; but that the said Acts, and every of them, and all and every the Matters, Powers, Authorities, Privileges, Disabilities, Restrictions, Provisions, Articles, Rules, Penalties, Forfeitures, and Clauses therein respectively contained, shall be and continue in full Force and Effect, to all Intents and Purposes whatsoever, in such and the like manner as if this Act had not been passed.

Pipes of Communication not to be laid without Consent of the Company.

LXI. Provided always, and be it further enacted, That no Person or Persons shall, without the Consent of the said Company under their Common Seal first had and obtained, lay down or cause to be laid down any Pipe or Tube whatever, to communicate with any Pipe belonging to the said Company, nor supply any Inhabitant or other Person or Persons with Gas from any such Pipe, on pain of forfeiting and paying to the said Company the Sum of Ten Shillings a Day, for every Day such Pipe or Tube shall remain so laid down, or such Supply be furnished, every such Penalty of Ten Shillings a Day to be recovered by Distress and Sale of the Offender's Goods and Chattels by Warrant, under the Hand and Seal or Hands and Seals of one or more Justice or Justices of the Peace for the said Town and Parish of *Maidstone* (which Warrant such Justice or Justices is and are hereby required and empowered to grant), and the Surplus of Distress, after such Penalty or Forfeiture, and the Costs and Charges of such Distress and Sale are deducted, shall be returned upon Demand, to the Owner or Owners of such Goods and Chattels; and in case sufficient Distress cannot be found, and such Penalty or Forfeiture shall not be forthwith paid, it shall be lawful for such Justice or Justices to cause such Offender or Offenders to be committed to the Common Gaol or House of Correction of the said Town of *Maidstone*, there to remain without Bail or Mainprize for such Time as such Justice or Justices shall direct, not exceeding One Calendar Month, unless such Penalty or Forfeiture,

feiture, and all reasonable Charges attending the same, to be ascertained and fixed by such Justice or Justices in the Event of Commitment, shall be sooner paid and satisfied; and it shall be lawful for the said Company, if they shall so think fit, also to take and shut off the Gas from the House and Premises of the Person or Persons so offending, notwithstanding any Contract or Contracts, Agreement or Agreements, which may have been previously entered into with him, her, or them by the said Company.

Power to convey Washings.

LXII. And be it further enacted, That it shall be lawful for the said Company, or their Committee of Management, to make Sewers or Cuts of such Breadth, Depth, and Dimensions, and in such manner as they shall think expedient, under the Streets, Lanes, Passages, and Places within the said Town and Parish of *Maidstone*, and Places adjacent, for the Purpose of carrying off the Washings or other waste Liquids which may arise in the Prosecution of their said Manufactory, so as the said Company do as little Damage as may be in making the said Sewers or Cuts, and do immediately repair, at their own Expence, all such Damage: Provided nevertheless, that no such Washings, or other waste Liquids, or any other Matter or Thing made or arising in the Manufacture of such Gas, shall be conducted or conveyed or emptied into any River, Brook, or running Stream; and that no such Sewer or Cut shall be made in any Situation where the same can, shall, or may in any manner interfere with, prejudice, or affect any of the present or future public or private Wells, Sewers, or Drains within the said Town and Parish or Places adjacent, nor shall any such Sewer or Cut be made, without the Consent of the said Commissioners, or their Committee for the Time being, under the said Act of the Fifty-ninth Year of the Reign of His late Majesty, or of the Owner or Owners and Occupier or Occupiers of any private Lands or Grounds in, through, under, or across which the said Sewer or Cut is intended to or shall be made.

Washings not to be conveyed into Rivers, Streams, &c.

LXIII. Provided always, and be it further enacted, That if the said Company shall at any Time empty, drain, convey, run, or flow, or cause or suffer to be emptied, drained, conveyed, run, or flowed, any Washings or other waste Liquids, Substances, or Things whatsoever, which shall arise or be produced in the Prosecution of the Works of the said Company, or in the Process of obtaining Gas, into any River, Brook, or running Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or do or cause or suffer to be done any Annoyance, Act, or Thing to the Water contained in any such River, Brook, or running Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, Drain, Sewer, or Ditch, whereby the said Water or any Part thereof shall or may be soiled, fouled, or corrupted, then and in each and every such Case the said Company shall forfeit and pay for every such Offence the Sum of Two hundred Pounds, and such Penalty or Forfeiture shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, Suit, or Information, wherein no Essoign, Protection, Privilege, or Wager of Law, nor more than One Imparlance shall be allowed, and the whole of such Penalty shall be paid to the Person or Persons who shall inform or sue for the same: Provided always,

always, that no such Penalty or Forfeiture shall be recoverable, unless the same be sued for within Twelve Months from the Time that such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall have ceased and determined: Provided also, that over, above, and besides the said Penalty of Two hundred Pounds, and whether such Penalty shall have been sued for and recovered or not, in case any of the said Washings or other waste Liquids, or any other noisome or offensive Liquids, Substances, or Things shall be emptied, drained, conducted, or conveyed, or caused or suffered to run or flow in manner aforesaid, into any River, Brook, or running Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such Annoyance, Act, or Thing shall be done or suffered to be done as aforesaid, and Notice thereof in Writing shall have been given to the said Company, and the said Company shall not, within Twenty-four Hours after such Notice shall have been given to them as aforesaid, stop, hinder, or prevent all and every such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things from continuing to be emptied, drained, conducted, or conveyed, or from running or flowing in manner aforesaid, and all such other Annoyance, Nuisance, Injury, Damage, Act or Thing from being done as aforesaid, then and in every such Case the said Company shall forfeit and pay the Sum of Twenty Pounds for each and every Day such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things shall be permitted or suffered to be so emptied, drained, conducted, or conveyed, or suffered to run or flow in manner aforesaid, or such other Annoyance, Act, or Thing to be so done or caused to be done as aforesaid; and such last-mentioned Penalty shall and may be levied and recovered in such and the like Manner as any other Penalty or Forfeiture is in and by this Act directed to be recovered and levied, and shall be paid to the Informer, or to the Person or Persons who in the Judgment of the Justice or Justices before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage by any Act so done, committed, permitted, or suffered.

Stopping the Escape of Gas.

LXIV. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which shall be laid down or set up by the said Company in pursuance of this Act, the said Company shall, at their own Expence, immediately after receiving Notice by Parol or in Writing to be left or given at their Office or usual Place of transacting their Business, of any such Escape of Gas, from any Inhabitant or Inhabitants of the said Town or Parish, or other Person or Persons, cause the most speedy and effectual Measures to be taken to stop and prevent such Gas from escaping; and in case the said Company shall not, within Twenty-four Hours next after such Notice by Parol or in Writing as aforesaid of any such Escape of Gas, effectually stop and prevent such Gas from escaping, and wholly and satisfactorily remove the Cause of Complaint, then and in every such Case the said Company shall, for every such Offence, forfeit and pay any Sum not exceeding Five Pounds for each and every Day after the Expiration of Twenty-four Hours from the Time of giving any such Notice, during which the Gas shall be so suffered to escape as aforesaid; which Penalty shall from Time to Time be recoverable in a summary Way, on the Oath of One or more credible Witness or Witnesses, before One or more Justice or Justices of the Peace for the said Town and Parish, and be recovered with all reasonable Costs

and

and Charges, by Distress and Sale of the Goods and Chattels of the said Company, by the Warrant of any such Justice or Justices of the Peace of the said Town and Parish as aforesaid, to be granted in like manner and subject to the like Provisions as are herein directed touching other Penalties to be recovered from the said Company.

Penalty for damaging Works.

LXV. And be it further enacted, That if any Person or Persons shall wilfully, wantonly, or maliciously remove, take away, break, destroy, damage, or injure any or any Part of any Pipe, Pedestal, Post, Plug, Lamp, or other Apparatus, Matter, or Thing belonging to the said Company, or shall wilfully, wantonly, or maliciously extinguish or put out any of the public Lamps or Lights, or wilfully, wantonly, or maliciously waste any of the Gas supplied by the said Company, every Person or Persons so offending in any One or more of the respective Premises, and being thereof lawfully convicted on the Oath of One or more credible Witness or Witnesses, before One or more Justice or Justices of the Peace for the said Town and Parish, shall, for each separate and distinct Act or Offence before enumerated, forfeit and pay to the aforesaid Company any Sum not exceeding Five Pounds, and the Amount of the Damage done, as the same shall be ascertained by such Justice or Justices, such Penalty and Damage, together with the reasonable Costs and Charges, to be levied by Warrant of such Justice or Justices, by Distress and Sale of the Goods and Chattels of such Offender or Offenders, returning the Overplus (if any) on Demand, to the Owner or Owners of such Goods and Chattels; or if it shall appear to the said Justice or Justices, either by Confession or otherwise, that the Offender or Offenders hath or have not any Goods or Chattels sufficient to levy such Forfeiture, Damage, and Costs aforesaid, then such Offender or Offenders shall or may be forthwith committed to the House of Correction or Common Gaol of the said Town, there to remain for any Time such Justice or Justices shall think proper, not exceeding Three Calendar Months, unless such Forfeiture, Damages, and Costs so directed to be levied shall be sooner paid and satisfied.

Providing for accidental Damages to Lamps, &c.

LXVI. And be it further enacted, That if any Person or Persons shall carelessly or accidentally break, destroy, throw down, damage, or injure any Lamp or Lamps, hung out, set up, or belonging to the said Company, or by any Person or Persons at his, her, or their private Expence, or any Pipe, Pedestal, Post, Plug, or other Apparatus, Matter, or Thing belonging thereto, or to the said Company, or waste any of the Gas supplied by the said Company, and shall not, upon Demand by the said Company or their Clerk or Superintendant, or other Person or Persons authorized by them, make Satisfaction for the Damage done, then and in every such Case it shall and may be lawful to and for any One or more Justice or Justices of the Peace for the said Town and Parish, and he or they is and are hereby required, upon Complaint to him or them made, to summon before him or them the Party or Parties against whom such Complaint shall be preferred, and upon hearing the Allegations and Proofs on both Sides, or on Non-appearance of the Party or Parties so complained against, to award such Sum or Sums of Money by way of Satisfaction to the said Company, or such other Person or Persons as aforesaid (as the Case may require), for such Damage, as such Justice or Justices shall think reasonable; and in case of Neglect or Refusal to pay such Sum or Sums so awarded, within Ten Days after Demand, it shall and may be lawful to and

and for such Justice or Justices, and he and they is and are hereby required, to cause the same to be raised and levied by Distress and Sale of the Goods and Chattels of such Person or Persons so committing such Damage, by Warrant under the Hand and Seal of such Justice or Justices, in Manner herein-after mentioned.

Compelling the Attendance of Witnesses.

LXVII. And be it further enacted, That if any Person or Persons shall be summoned as a Witness or Witnesses to give Evidence before any Justice or Justices of the Peace for the said Town and Parish, touching any Matter contained in any Information or Complaint for any Offence against this Act, either on Behalf of the Prosecution or on Behalf of the Person or Persons accused, and shall refuse or neglect to appear from Time to Time at the Time and Place to be for that Purpose appointed, without a reasonable Excuse for his, her, or their Refusal or Neglect to appear, or appearing shall refuse to be examined on Oath, (which Oath such Justice or Justices is and are hereby authorized and required to administer), and to give Evidence before such Justice or Justices of the Peace, then and in every such Case such Person or Persons so offending shall forfeit and pay for every such Offence any Sum not exceeding Twenty Pounds, to be recovered and levied by Distress and Sale of the Goods and Chattels of such Person or Persons, by Warrant under the Hand and Seal of such Justice or Justices in like Manner, as other Penalties and Forfeitures are herein directed to be recovered and levied; provided a reasonable Sum shall have been paid or tendered to such Person or Persons for his, her, or their Costs and Charges in attending as such Witness or Witnesses.

Directing what shall be deemed a Service of Notice on the Company.

LXVIII. And be it further enacted, That in all Cases where it shall be necessary for any Person or Persons, or Party or Parties, to give or serve any Notice or Notices, or any Writ or Writs, or other legal Proceedings upon the said Company, the Service thereof upon any Member of their Committee of Management for the Time being, or left at his usual Place of Abode, or upon the Clerk of the said Company, or at the Office of such Clerk, or left at his last or usual Place of Abode, or at the Office of the said Company, or in case the same respectively shall not be found or known, then Service upon any Agent or other Officer employed by the said Company, or left at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

Proceedings to commence within Six Calendar Months.

LXIX. And be it further enacted, That no Person or Persons, Body or Bodies Politic or Corporate, shall be subject or liable to the Payment of any of the Penalties or Forfeitures to be inflicted by virtue of this Act for any Offence or Offences against this Act, and which are directed by this Act to be recovered and levied before any Justice or Justices of the Peace for the said Town and Parish, unless Information respecting such Offence or Offences shall have been lodged before One of the Justices of the said Town and Parish within Six Calendar Months next after such Offence or Offences shall have been committed.

Recovery and Application of Penalties.

LXX. And be it further enacted, That all Penalties and Forfeitures for Offences in this Act mentioned, in relation to which the Manner of convicting the Offender or Offenders, or of applying the same Penalties or

or Forfeitures is not particularly mentioned or directed, shall and may be adjudged by and be recovered before any One or more Justice or Justices of the Peace for the County or Place where the Offence shall be committed or the Offender or Offenders shall be or reside, in a summary Way, and such Justice or Justices is and are hereby authorized and empowered to convict any Offender or Offenders upon Information by the Oath of any Person or Persons, or on the Confession of the Party offending, (which Oath such Justice or Justices is and are hereby authorized to administer), and in Default of Payment of such Penalties or Forfeitures the same shall be levied by Distress and Sale of the Offender's Goods and Chattels, by Warrant under the Hand and Seal or Hands and Seals of such Justice or Justices; and the whole of such Penalties and Forfeitures when recovered, after deducting the reasonable Costs and Charges of the Distresses and Sales shall be paid to the Overseers of the Poor of the Parish of *Maidstone* aforesaid, to be by them applied towards the Relief of the Poor of the same Parish; and in case sufficient Distress cannot be found, or in case the Offender or Offenders shall declare before such Justice or Justices that he, she, or they hath or have not Goods or Chattels whereon to levy such Penalties and Forfeitures, or such Penalties and Forfeitures shall not be paid, it shall be lawful for such Justice or Justices, and he and they is and are hereby authorized and required, by Warrant under his or their Hand and Seal or Hands and Seals, to commit such Offender or Offenders to the House of Correction of the said Town for any Time he shall think proper, not exceeding Three Calendar Months, unless such Penalties and Forfeitures and Costs shall be sooner paid and satisfied.

Form of Conviction.

LXXI. And for the more easy Conviction of Offenders against this Act, be it further enacted, That a Conviction in the Form or to the Effect following shall be good, without alledging more than the Substance of the Offence, *viz.*

'The King's Town and Parish of Maidstone, in the County of Kent, to wit.' BE it remembered, That on the Day of in the Year of our Lord One thousand eight hundred and is [*or* are] convicted before me [*or* us, *as the Case shall be*], of His Majesty's Justices of the Peace for the said Town and Parish, by virtue of an Act passed in the Fourth Year of the Reign of King *George* the Fourth, intituled *An Act* [*here insert the Title of this Act*], of having [*specifying the Offence, and the Time and Place when and where the same was committed, as the Case shall be*], contrary to the said Act, and for which Offence I [*or* we, *as the Case shall be*] do adjudge the said to have forfeited the Sum of and for Costs. Given under my Hand and Seal, [*or* our, *as the Case shall be*, Hands and Seals], the Day and Year first above written.'

Appeal.

LXXII. Provided always, and be it further enacted, That if any Body or Bodies Politic or Corporate, or any Person or Persons whomsoever, shall think himself, herself, or themselves aggrieved by any Rule, Order, or Bye Law of the said Company, or by any thing done in pursuance thereof, or by the Order or Determination of any Justice or Justices of the Peace in pursuance of this Act, every such Body or Bodies Politic or Corporate, or other Person or Persons aforesaid, shall and may, within Six Calendar Months next after the Cause of Complaint shall have arisen,

appeal to the Justices of the Peace at the General or Quarter Sessions of the Peace to be holden for the County or Place where the Cause of Appeal shall have arisen, first giving at least Ten Days Notice of such Appeal, and of the Nature or Matter thereof, to the said Company, or Justice or Justices of the Peace, or other Person or Persons appealed against, (as the Case may be), and forthwith after such Notice, entering into a Recognizance before some Justice of the Peace for the said Town and Parish, with Two sufficient Sureties, to try such Appeal, and to abide the Order and Award of the said Court thereon; and the said Justices, upon due Proof of such Notice and Recognizance having been given and entered into, shall and may, in a summary Way, hear and determine such Complaint, at such General or Quarter Sessions of the Peace, or if they think proper may adjourn the Hearing thereof to the next General or Quarter Sessions of the Peace to be held for the County or Place aforesaid, and if they see Cause may mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of any such Rule, Bye Law, Order, or Determination, and shall and may also award such further Satisfaction to be made to the Party injured, or Costs to either of the Parties, as they shall judge reasonable and proper, and all such Determinations of the said Justices shall be final, binding, and conclusive upon all Parties to all Intents and Purposes whatsoever.

Expences of the Act how to be paid.

LXXIII. And be it further enacted, That all the Costs, Charges, and Expences attending the applying for, obtaining, and passing of this Act, shall be paid and discharged out of the Monies already or hereafter to be subscribed by virtue of this Act.

Nothing in the Act to prevent the Company from being indicted for a Nuisance.

LXXIV. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend, to prevent any Person or Persons from proceeding by Indictment, or otherwise, against the said Company, or against any of their Officers, Servants, or Workmen, in respect of any Works of the said Company, or the Method which shall be employed by them in the furnishing such Light as aforesaid, as a public or private Nuisance, or from bringing any Action or Actions against the said Company, or any of their Officers, Servants, or Workmen, for any Injury sustained by reason of any such Works, or Method of Lighting, or the Carelessness or Want of Skill of the Person employed therein.

Saving of Rights.

LXXV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to the Commissioners for paving, cleansing, lighting, and watching the said Town and Parish, and to the Mayor, Jurats, and Commonalty of the said Town and Parish, and their Successors respectively, their respective Rights, Privileges, and Franchises, in such and the same Manner as if this Act had not been passed.

Public Act.

LXXVI. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken Notice of as such, by all Judges, Justices, and others, without being specially pleaded.

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