ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

VICTORIÆ REGINÆ.

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Cap. lxxvii.

An Act to incorporate the *Merthyr Tydfil* Gas Company, and to confer upon them Powers, and make Provisions for more effectually supplying with Gas the Town of *Merthyr Tydfil* and its Neighbourhood; and for other Purposes.

[25th *June* 1868.]

WHEREAS in the Year One thousand eight hundred and thirty-six certain Persons formed themselves into a Copartnership or Company, under the Title of "the *Merthyr Tydfil* Gaslight Company," for the Purpose of supplying the Town of *Merthyr Tydfil* and its Suburbs with inflammable Air or Gas, and a Deed of Copartnership was in the same Year executed for regulating the Business and Affairs of the Company: And whereas since the Year One thousand eight hundred and thirty-six the Company have supplied and they still continue to supply with Gas the said Town and its Suburbs, and it is expedient that the Limits within which they may supply Gas be defined, and that Provisions be made for the better and more effectual Supply of Gas by the Company within such Limits: And whereas the present Capital of the Company is Eleven thousand five hundred and fifty Pounds, divided into Three hundred and thirty Shares of Thirty-five Pounds each, all of which are fully paid up: And whereas the Company

have borrowed and still owe the Sum of Two thousand three hundred and fifty Pounds: And whereas the Population of *Merthyr Tydfil* and its Neighbourhood has of late Years greatly increased, and it is expedient that the Company be empowered to raise additional Capital to enable them effectually to carry on their Undertaking and supply Gas within the Limits herein-after defined: And whereas the Company have expended from and out of their Revenue and divisible Profits the Sum of Three thousand three hundred Pounds in the Purchase of Land and the Extension and permanent Improvement of their Works, and it is expedient that such Sum form Part of the future Capital of the Company: And whereas it is expedient that the Local Board for the District of *Merthyr Tydfil* and the Company be authorized to make Arrangements with reference to the Supply of Gas for public Purposes within the said Limits: And whereas it is expedient that the Company be incorporated, and that the several Powers in this Act contained in relation to their Undertaking and the efficient Supply of Gas within the said Limits be conferred upon the Company: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Title of Act.

1. This Act may be cited for all Purposes as "The *Merthyr Tydfil* Gas Act, 1868."

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

2. "The Companies Clauses Consolidation Act, 1845," "The Companies Clauses Act, 1863," except Part IV. thereof (relating to Change of Name), "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and form Part of this Act, and Clause 39 (as to reborrowing) of "The Companies Clauses Consolidation Act, 1845," shall apply to the Sum of Two thousand three hundred and fifty Pounds borrowed and now owing by the Company: Provided always, that the Incorporation with this Act of "The Lands Clauses Consolidation Act, 1845," shall not authorize the Company to purchase or take any Lands otherwise than by Agreement.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression

Expression "the original Company" means the *Merthyr Tydfil* Gaslight Company as existing before the passing of this Act; the Expression "the Company" means the Company incorporated by this Act; the Expressions "the Works" or "the Gasworks" respectively mean the Gasworks and Works connected therewith belonging to the original Company or to the Company; the Expression "Local Board" means the Local Board for the District of *Merthyr Tydfil*; the Word "Share" includes Stock; and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Limits of Act.

4. The Limits of this Act comprise the whole of the Parish of *Merthyr Tydfil* in the County of *Glamorgan* (except so much of such Part thereof called *Dowlais* as is situate East of *Gellyfaelog Bridge*), and the Village of *Cefn Coed* in the Parish of *Vaynor* in the County of *Brecon*, as far as the Northern End of the Cemetery; provided that in case a Company shall be formed for the Purpose of erecting and constructing Works and supplying Gas therefrom to the Villages of *Troedyrhiew*, *Abercanaid*, and *Gethin*, in the Parish of *Merthyr Tydfil*, and they shall during the present Year commence and *bonâ fide* proceed with the Erection and Construction of the Works necessary for that Purpose, or if such proposed Company shall at any Time afterwards be desirous of erecting and constructing Works and supplying Gas to such Villages or Places, and shall of such Intention give to the Company Six Months previous Notice in Writing, and shall within Twelve Months from the Expiration of such Notice proceed to erect and construct such Works, then, unless the Company shall have previously proceeded with Works necessary for that Purpose, the Limits of this Act shall not extend to such Villages or Places, or beyond the National School-room of the said Village of *Troedyrhiew* on the East Side of the River *Taff*.

Incorporation of Company.

5. From and after the passing of this Act the original Company shall be dissolved and cease to exist, and the present Members of or Shareholders in the original Company, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are hereby united and incorporated into a Company for the Purpose of making and supplying Gas within the Limits of this Act, and for doing all Acts necessary for that Purpose, and for other the Purposes by this Act and the incorporated Acts authorized, by and under the Name of "the *Merthyr*

Merthyr Tydfil Gas Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have a Common Seal, and may sue and be sued, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, subject to the Restrictions and Provisions herein and in the incorporated Acts contained.

Present Property vested in Company incorporated by this Act.

6. All Lands, Works, Erections, Buildings, Rights, and Easements, Monies, Securities, Credits, Choses in Action, Deeds, Books, Accounts, Maps, Papers, and Effects, Claims or Demands, of or to which immediately before the passing of this Act the original Company or any Persons on their Behalf were seised, possessed, or in anywise entitled either at Law or in Equity, and all Mains and Pipes, Plant, Plugs, Lamps, Irons, Gasometers, Retorts, Gauges, Meters, Lamp Posts, Apparatus, Matters, and Things which have been by them purchased or provided, laid down, erected, or placed in any Place or House within the Limits of this Act, or which immediately before the passing of this Act were the Property of or belonging to the original Company, are hereby vested in the Company to the same Extent and for the same Estate and Interest as the same were previously to the passing of this Act vested in the original Company, or any Trustees on their Behalf, and may according to the Provisions of this Act be held and enjoyed, sued for and recovered, maintained, altered, discontinued, or removed by the Company as they think fit.

Deed of Copartnership to be void without Prejudice to Remedies for antecedent Breaches thereof.

7. Subject to the Provisions of this Act, the said Deed of Copartnership shall as to any future or prospective Operation thereof from and after the passing of this Act be wholly void and of none Effect, and the several Persons who have executed the same Deed, and their Heirs, Executors, and Administrators, shall immediately from and after the passing of this Act stand and be by virtue thereof released and discharged from any future Obligation to observe, perform, abide by, fulfil, or conform to the said Deed of Copartnership, or the Covenants or Agreements therein contained, or any or either of them, subject and without Prejudice, nevertheless, to their Liability for Breaches thereof previous to the passing of this Act.

Saving previous Rights and Liabilities.

8. Notwithstanding the Incorporation of the Company and the Avoidance of the said Deed of Copartnership by this Act, and except as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered by or with reference to the original Company or the Shareholders therein in that Capacity shall be as valid as if the Company had not been incorporated and the said Deed had not been avoided by this Act, and such Incorporation and Avoidance and this Act respectively shall accordingly be subject

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and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if the Company were not incorporated and the said Deed were not avoided by this Act, and this Act were not passed, would be incident to or consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands the Company shall to all Intents and Purposes represent the original Company, and the Shareholders therein in their Capacity of Shareholders: Provided always, that the Generality of the Provisions of this Enactment shall not be confined or restricted by any other Provisions of this Act.

Contracts prior to Act to be binding.

9. All Purchases, Conveyances, Grants, Assurances, Deeds, Contracts, Bonds, and Agreements entered into or made before the passing of this Act by, to, or with the original Company, or any Trustees or Persons acting on behalf of the original Company, and now in force, shall be as binding and of as full Force and Effect in all respects against or in favour of the Company, and may be enforced as fully and effectually, as if instead of the original Company, or the Trustees or Persons acting on behalf of the original Company, the Company had been a Party thereto.

Actions, &c. not to abate.

10. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which was pending by or against the original Company or any Member thereof in relation to the Affairs of the original Company, or to which the original Company or any Member thereof in relation to such Affairs were Parties immediately before the passing of this Act, but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by, in favour of, or against the Company (as the Case may be) in the same Manner and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by, in favour of, or against the original Company or any Members thereof if this Act had not been passed, the Company being in reference to the Matters aforesaid in all respects substituted for the original Company or the Members thereof.

Judgments in respect of existing Liabilities may be enforced against Individual Shareholders.

11. If any Judgment, Decree, or Order shall at any Time after the passing of this Act be obtained against the Company in respect of any Debt or Liability owing or incurred, or in respect of any Contract made or Tort committed, by the original Company before the passing of this Act, and such Judgment, Decree, or Order shall not, after due Diligence for that Purpose shall have been used, be fully satisfied out of the Property and Effects of the Company, then and in every such Case such Judgment, Decree, or Order may be enforced, and Execution thereof issued against the Person, Property, and Effects of any

Person who was a Member of the original Company immediately before the passing of this Act, or at the Time at which the Contract shall have been made or Tort committed in respect of which such Debt or Liability shall have accrued or have been incurred, in the same Manner, to the same Extent, and during the same Period in all respects as if this Act had not been passed.

Reimbursement of Shareholders against whom Execution issued in respect of existing Liabilities.

12. Every Person against whom or against whose Property or Effects Execution upon any such Judgment, Decree, or Order as aforesaid shall have been issued shall be entitled to recover against the Company all Loss, Damages, Costs, and Charges which such Person may have incurred by reason of such Execution, and, after due Diligence used to obtain Satisfaction thereof against the Property and Effects of the Company, such Person shall be entitled to Contribution for so much of such Loss, Damages, Costs, and Charges as shall remain unsatisfied from the several other Persons against whom Execution upon such Judgment, Decree, or Order obtained against the Company might also have been issued in accordance with this Act; and such Contribution may be recovered from such other Persons as aforesaid in the same Manner as Contributions in ordinary Cases of Copartnership.

Trustees of the Company to be indemnified.

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

Company to satisfy Liabilities of original Company.

14. From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the Company shall in all other respects be subject to and shall satisfy or discharge all Obligations and Liabilities to which the original Company immediately before the passing of this Act were or but for this Act would become subject, and shall pay and bear all the Expenses of and incident to the winding-up of the Affairs of the original Company, and shall indemnify the Shareholders, Directors, Officers, and Servants of the original Company, and their respective Representatives, from all such Obligations, Liabilities, and Expenses, and all Costs in that Behalf.

15. All

Gas Rates, &c. to be recovered.

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

Payment of Debts.

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

Certificates, &c. to remain in force.

17. Notwithstanding the Avoidance of the recited Deed of Copartnership, all Certificates until cancelled under the Powers of this Act, and all Sales, Transfers, and Dispositions heretofore made or executed under that Deed, of or with respect to any Shares in the original Company, shall remain in full Force and continue and be available in all respects as if that Deed had not been avoided.

Officers to continue until removed.

18. All Officers and Servants of the original Company who were in Office immediately before the passing of this Act shall hold and enjoy their respective Offices and Employments, together with the Salaries and Emoluments thereunto annexed, until they shall resign the same or be removed therefrom, and shall have the like Powers and Authorities for the Purposes of this Act, and for carrying the same into execution, and shall be subject and liable to the like Conditions, Obligations, Pains, and Penalties, and to the like Powers of Removal, and to the like Rules, Restrictions, and Regulations, in all respects whatsoever as if they had been appointed under this Act.

Capital of the Company.

19. The Capital of the Company (subject to the future Increase thereof under the Authority of this Act) shall consist of the Sum of Eleven thousand five hundred and fifty Pounds, divided into Three hundred and thirty Shares of Thirty-five Pounds each.

Appropriation thereof.

20. The said Shares shall be appropriated and belong to the several Persons and Corporations who immediately before the passing of this Act were the Shareholders in the original Company in the Proportion of One Share of Thirty-five Pounds for every then existing Share of Thirty-five Pounds in the Capital of the original Company, and in substitution for such existing Share, and every Share so appropriated shall be deemed fully paid up.

21. The

For Creation of Preference Stock.

21. The Company shall immediately after the passing of this Act create and issue Preference Stock to the Amount of Three thousand three hundred Pounds, and such Preference Stock shall be deemed fully paid up, and shall be entitled to fixed perpetual preferential Interest at the Rate of Five *per Centum per Annum*, and such Preference Stock shall be appropriated and belong to the several Persons and Corporations who immediately before the passing of this Act were the Shareholders in the original Company in proportion to the Shares then held by them.

Shares to be subject to the same Trusts, &c. as old Shares for which they are substituted.

22. Every Share and Sum of Preference Stock so appropriated shall be subject and liable to the same Trusts, Powers, Provisoes, Declarations, Agreements, Charges, Liens, and Incumbrances as immediately before the passing of this Act affected the then existing Share of the original Company in respect of which it has been so appropriated, and so as to give Effect to and not to revoke any Testamentary Disposition of or affecting such existing Share.

Company may call in and cancel existing Share Certificates.

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

Power to raise additional Capital by new Shares.

24. It shall be lawful for the Company from Time to Time, with the Consent of Three Fourths of the Votes of the Shareholders present in person or by proxy at any General Meeting or Meetings specially convened for the Purpose, to raise by the Creation and Issue of new Ordinary or Preference Shares in their Capital, and in addition to the Shares herein-before mentioned, such further Sum or Sums of Money as they may think proper, not exceeding in the whole the Sum of Eighteen thousand four hundred and fifty Pounds.

Shares not to issue until One Fifth paid up.

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

Calls.

26. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between

between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Limit of Dividends on new Capital.

27. The Company shall not in any Year make out of their Profits any larger Dividend on the additional Share Capital of Eighteen thousand four hundred and fifty Pounds to be raised under the Powers of this Act than Seven Pounds in respect of every One hundred Pounds actually paid of such Capital on Ordinary Shares, or Six Pounds in respect of every One hundred Pounds actually paid of such Capital on Preference Shares.

Power to borrow on Mortgage.

28. The Company may from Time to Time borrow on Mortgage in respect of the additional Capital of Eighteen thousand four hundred and fifty Pounds by this Act authorized any further Sums not exceeding in the whole Four thousand six hundred and eleven Pounds in manner following; (that is to say,) when Six thousand one hundred and fifty Pounds of such additional Capital has been subscribed for, issued, and accepted, and One Half thereof paid up, the Company may borrow a Sum of One thousand five hundred and thirty-seven Pounds, and when another Six thousand one hundred and fifty Pounds of such additional Capital has been subscribed for, issued, and accepted, and One Half thereof paid up, the Company may borrow a further Sum of One thousand five hundred and thirty-seven Pounds; and when there maining Six thousand one hundred and fifty Pounds of such additional Capital has been subscribed for, issued, and accepted, and One Half thereof paid up, the Company may borrow a further Sum of One thousand five hundred and thirty-seven Pounds; but no Part of such several Sums of One thousand five hundred and thirty-seven Pounds each shall be borrowed until the Company have proved to the Justice who is to certify under Section 40 of "The Companies Clauses Consolidation Act, 1845," (before he so certifies,) that the Portion of the additional Capital in respect of which the Company propose to exercise the Power of borrowing hereby granted has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share in such Portion of additional Capital has been paid on account thereof before or at the Time of Issue or Acceptance thereof, and that such Portion of additional Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that the Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

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

Debenture Stock.

30. The Company may create and issue Debenture Stock bearing Interest at a Rate not exceeding that of Five Pounds *per Centum per Annum*.

Application of Monies.

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

Receipts of Guardians, &c. to be sufficient Discharge.

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

Ordinary Meetings.

33. The Ordinary Meetings of the Company shall be held in the Month of *March* in each Year, or at such other stated Periods as shall be appointed for that Purpose by an Order of a General Meeting, and the First Ordinary Meeting shall be held in the Month of *March* next after the Commencement of this Act, and the Quorum to constitute a Meeting (whether ordinary or extraordinary) shall be any Number of Shareholders present in person or by proxy holding in the aggregate not less than Three thousand Pounds in the Capital of the Company.

Newspaper for Advertisements.

34. The prescribed Newspaper for Notices by Advertisement shall be any Newspaper published and circulating in the Town of *Merthyr Tydfil*.

Number of Directors.

35. The Number of Directors shall be Six, but it shall be lawful for the Company from Time to Time to reduce the Number of Directors, so that such Number be not less than Four.

Qualification of Directors.

36. The Qualification of a Director shall be the Possession in his own Right of paid-up Capital in the Undertaking of the aggregate Amount of Three hundred Pounds at the least.

Quorum of Directors.

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

First Directors.

38. *James Ward Russell*, *Thomas John Evans*, *John Russell*, *John Daniel*, *Thomas Edward Bowen Evans*, and *Thomas Bowes Powell*

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

Election of Directors.

39. The Directors may, without the Sanction of a General Meeting, from Time to Time declare and pay to the Shareholders in the Interval between any Two annual Ordinary Meetings a Half Year's Dividend out of the Profits of the Company, but the Directors shall not make any Dividend whereby the Capital of the Company will be diminished.

Directors may declare half-yearly Dividends.

40. The prescribed Period at which the Books of the Company shall be balanced shall be the Thirty-first Day of *December* in each Year until the Company shall otherwise order.

Period for balancing Books.

41. In all Proceedings against the Estate of any Bankrupt, or under any Sequestration, any Person appointed for that Purpose by the Directors of the Company may represent the Company, and act in their Behalf in all respects as if the Claim or Demand of the Company were the Claim or Demand of such Person and not of the Company.

Representation of the Company in Cases of Bankruptcy.

42. It shall not be necessary that any Proxy nominated by any Corporation being a Member of such Corporation shall be a Proprietor in the Company.

Proxies of Corporations.

43. Any Contract to be made with any Board, Corporation, or Public Body under this Act shall not disqualify any of the Members of any such Board, Corporation, or Public Body for the Office of Director.

Members of Boards, &c. not disqualified.

44. The Company may (subject to the Provisions of this Act) from Time to Time maintain, enlarge, extend, renew, and improve their

Power as to Gasworks, &c.

their existing Gasworks in the Lands set forth in the Schedule to this Act, and they may make, lay down, provide, and maintain additional and other Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp Posts, Burners, Stopcocks, Machinery, and other Apparatus and Conveniences, and may do all such Acts as they think proper for making and storing Gas, and for supplying Gas within the Limits of this Act, and may make, store, and supply Gas accordingly; provided that it shall not be lawful for the Company to manufacture or store Gas except on the Lands now occupied by the Gasworks of the original Company, and described in the Schedule to this Act.

General Powers of the Company.

45. Subject to the Provisions of this and the incorporated Acts, the Company may make and supply Gas within the Limits of this Act, and may convert, manufacture, sell, and dispose of Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Sulphate of Ammonia, Muriate of Ammonia, Chemicals, Oil, and all other Products, Refuse, or Residuum arising, remaining, produced by, or obtained from the Manufacture of Gas by them, or the Materials used therein, and may manufacture and sell such Articles as can be produced from or by means of the several Matters and Things aforesaid, and may (but only for the Purposes of the Company within the Limits of this Act, and not so as to acquire any exclusive Right therein,) contract for, take, and use any Leave, Licence, or Authority to work, use, exercise, or put in practice any Invention or Inventions under any Letters Patent at any Time heretofore made or hereafter to be made granting any Right or Privilege of working, using, exercising, or vending any Invention in relation to the Manufacture and Distribution of Gas, or the Utilization of the residual Products arising from the Manufacture of Gas, or otherwise in relation thereto, and may also manufacture and sell, let or deal in, and fit and put up Gas Fittings, Tubes, Meters, Pipes, and all other Articles and Things in any way connected with Gasworks, or with the Supply of Gas to the Consumers thereof, in such Manner as the Company may think proper, and generally may carry on the Business usually carried on by Gas Companies, or which is or may become incident thereto; provided that nothing in this Act shall exempt the Company from being proceeded against for any Nuisance caused by them.

Quality of Company's Gas.

46. All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six in the Pound burning One hundred and twenty Grains *per* Hour.

47. The

Company to erect a Meter to test Quality of Gas.

47. The Company shall within Twelve Months from the passing of this Act cause to be erected an experimental Meter fit for testing all the Gas provided by the Company, furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney, or other approved Burner and Chimney capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus, so situated and arranged as to test the illuminating Power of all the Gas supplied to the Consumers, and shall at all Times keep and maintain the experimental Meter and Apparatus in good Repair and working Order, and if and when necessary renew the same.

Power for Local Board to test.

48. The Local Board, or any Person authorized by them in Writing, shall at all reasonable Times have Access to the Testing Place, and may test there the illuminating Power of the Gas supplied by the Company in the Presence of an Officer of the Company if attending for that Purpose, and if not, then in the Absence of any such Officer, and the Company and their Officers shall afford all reasonable Facilities and Assistance for such testing; and if any Officer of the Company wilfully obstructs such testing, or fails to afford such Facilities and Assistance, he shall for every such Offence be liable to a Penalty not exceeding Ten Pounds.

Provision for testing by Consumers.

49. It shall be lawful for Two Justices, on the Application of any Consumers of the Gas of the Company, not being less than Five in Number, by Order in Writing to appoint some competent Person to proceed to the Works of the Company, and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Superintendent or other Officer of the Company make Experiment of the illuminating Power of the Gas by means of the experimental Meter and other Apparatus before mentioned, and the Company and their Officers shall afford all reasonable Facilities and Assistance for the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices not being Shareholders of the Company, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine under the Circumstances of the Case.

Costs of Experiment to be paid according to Events.

50. The Costs of and attending such Experiment, including the Remuneration to be paid to the Person making the same, and the Cost of the Proceedings before the Justices, shall be ascertained by such

such Justices, and in the event of any Penalty being imposed on the Company shall be paid together with such Penalty by the Company, but in the event of no Penalty being imposed such Costs shall be awarded to be paid to the Company by the Consumers making such Application as aforesaid, and shall be paid or levied accordingly.

Limiting the Price of Gas.

51. The Price to be charged by the Company for Gas supplied by them shall not at any Time exceed the Rate of Five Shillings for One thousand Cubic Feet.

Obligations on Company as to Supply.

52. The Company shall, on the Request in Writing of the Owner or Occupier of any Building or Part of a Building within Fifty Feet of which any Main of the Company is laid, furnish to such Owner or Occupier a Supply of Gas for such Building or Part of a Building on the following Conditions; namely,

First, that the Owner or Occupier making such Request do pay the Cost of and the Expenses of laying all necessary Pipes for such Supply beyond the Line of Street or Road where the Main of the Company is placed;

Secondly, that such Owner or Occupier do, if required by the Company, pay in advance the estimated Amount of such Cost and Expenses:

And any Dispute as to any Matter arising under the present Section shall be settled by Arbitration in manner provided by "The Companies Clauses Consolidation Act, 1845," respecting Matters thereby directed to be settled by Arbitration.

Security for Payment of Gas Rate.

53. Any Person having or requesting to have a Supply of Gas from the Company shall, if and when so required in Writing by them, and before he is entitled to have Service Pipes and Meter provided and fixed or to have a Supply of Gas, give to them such Security for the Payment of the Rate for the Gas to be supplied to him as he and the Company agree on, or as in default of Agreement shall be determined as by this Act provided; and the Company shall be liable to a Penalty not exceeding Five Pounds if they shall discontinue the Supply of Gas to any Person then having a Supply, unless such Person shall have failed to give to them such Security for Seven Days after the same shall have been demanded by the Company.

Justice may determine Nature of Security.

54. Where any such Person and the Company do not agree on the Security to be given, the same shall be determined by a Justice, and any single Justice shall, on the Application of the Person and the Company, or either of them, determine the Nature and Amount of the Security to be given, and the Security may, as the Justice thinks fit, be the Deposit with the Company, or with any Person approved

approved by the Justice, or the Prepayment to the Company, of a Sum of Money, or any other Security which the Justice thinks sufficient and reasonable, and the Determination of the Justice shall be binding on all Parties; provided that if the Security be the Deposit with the Company of a Sum of Money the Company shall pay Interest thereon to the Consumer at such Rate and for such Time as the Justice determines.

Consumers may be required to consume by Meter.

55. Every Consumer of Gas supplied by the Company (except the Local Board in respect of public Lamps) shall, on being required by the Company so to do, consume such Gas by Meter, and all such Meters shall be subject to the Provisions of the Act for regulating Measures used in Sales of Gas, and until a Meter be examined and stamped under the Provisions of that Act it shall be approved by the Company, and may from Time to Time be examined and tested by them.

Register of Meters primâ facie Evidence.

56. The Register of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Customer of the Company, and in respect of which any Rent is charged and sought to be recovered by the Company: Provided always, that if any Meter becomes defective, or if in any Case the Company have reason to believe that the Quantity of Gas appearing by the Register to have been consumed is not the Quantity actually consumed, the Company may charge and recover in respect of the Quantity actually consumed, and if the Company and the Customer differ as to the Quantity such Difference shall be determined upon the Application of either Party by Two Justices, who may also order and direct by which of the Parties the Costs of and relating to the Proceedings before them shall be paid.

Fraudulently injuring Meters, &c.

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

58. The

Power to lay Pipes against Buildings.

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

Company may remove Pipes from unoccupied Premises on giving Notice to Owners.

59. In all Cases in which the Company are by "The Gasworks Clauses Act, 1847," incorporated with this Act, authorized to cut off and take away the Supply of Gas from any House, Building, or Premises, then if such House, Building, or Premises be unoccupied the Company, their Agents, Servants, or Workmen, after giving Twenty-four Hours previous Notice to the Owner by serving the Notice on him, or by Letter under the Hand of the Secretary of the Company sent by Post addressed to such Owner, or, if the Owner or his Address be not known to the Company after due Inquiry, by affixing such Notice for Three Days on some conspicuous Part of such House, Building, or Premises, may enter into such Building or Premises between the Hours of Nine in the Forenoon and Four in the Afternoon, and remove and carry away any Pipe, Meter, or Fittings, or other Works, the Property of the Company, making Compensation to such Owner for the Damage (if any) which may be occasioned to him thereby.

Company to make Map of Mains.

60. The Company shall, within One Year after the passing of this Act, cause a Map to be made of the District in which their Mains then lie, on a Scale of not less than Two Feet to a Mile, and shall cause to be marked thereon the Line of all their existing Mains, and shall once in every Year correct such Map, and make such Additions thereto as will show the Line of all their Mains.

As to Custody and Inspection of Map.

61. Every Map so made by or for the Company, or a Copy thereof, with the Date of the last Time when it was so corrected expressed thereon, shall be kept by the Company at their principal Office, and shall at all reasonable Times be open to the Inspection of the Local Board and their Officers respectively, who may take Copies or Extracts from the same between the Hours of Ten o'Clock in the Forenoon and Four o'Clock in the Afternoon of any working Day, and the Secretary of the Company may charge and take the Sum of One Shilling for every Inspection of such Map, and the further Sum of Two Shillings and Sixpence for every Extract from or Copy taken of such Map.

62. If

Penalty on Company on Default.

62. If the Company wilfully fail to comply with any of the Requirements of this Act with respect to the Map, they shall for every such Offence forfeit a Sum not exceeding Forty Shillings.

Local Board may provide their own Lamps.

63. The Local Board at their own Expense may provide their own Lamps, and the Lamp Posts, Burners, Regulators, Brackets, Pipes, Stopcocks, and Irons required for the same, and may light and extinguish the Lamps and keep the same in good Repair and Condition, and the Local Board may contract with the Company or any other Person for providing, painting, and keeping in repair the Lamps, Lamp Posts, Burners, Regulators, Brackets, Pipes, Stopcocks, and Irons, and for lighting and extinguishing the Lamps, or for any of those Purposes.

Company to light Lamps.

64. The Company shall, when required by and at the Expense of the Local Board, light, extinguish, paint, and keep clean the public Lamps from Time to Time required by the Local Board to be lighted, and upon such Terms and Conditions as to the Expense to be charged for the same and otherwise as shall from Time to Time be agreed upon between the Local Board and the Company, or in default of Agreement as shall be settled by the Justices, or by Arbitration as provided by this Act.

For the Protection of Water of Local Board of Health.

65. Nothing in this Act contained shall extend or be construed to extend to authorize or empower the Company to interfere with or abridge any of the Rights or Privileges of the Local Board in the Supply of Water to the Inhabitants within their District, and the Company shall be answerable for any Damage, Spoil, Injury, or Mischief which shall be done to any of the Pipes, Works, or Property of the Local Board, or which shall or may be sustained by them by reason or in consequence of any Act, Matter, or Thing done or executed by the Company, or any of their Servants, Agents, or Workmen.

For laying Pipes to convey Gas.

66. Whenever the Company, or their Servants, Agents, or Workmen, shall dig or sink any Trench for laying any new Mains or Pipes, other than Service Pipes, for the Conveyance of Gas or other Apparatus near to which any Pipe belonging to the Local Board for conveying Water, or any Branch or Service Pipe for the Supply of Water, to any Dwelling House or Building shall be laid, the Company, their Servants, Agents, or Workmen, shall give Four Hours previous Notice thereof in Writing to the Manager or Clerk or Surveyor of the Local Board, such Notice to be delivered at the Office of the Local Board between the Hours of Ten in the Morning and Four in the Afternoon, and shall, under the Inspection of the Manager or Clerk or Surveyor for the Time being of the Local

Board, protect and secure every such Water Pipe from any Injury, and shall also repair any Damage that shall be done to such Pipe, and in default of repairing such Damage the Company shall for each such Default forfeit and pay to the Local Board any Sum not exceeding Five Pounds, and also the Costs and Expenses which shall have been incurred by the Local Board in protecting and securing any such Water Pipe, or in repairing or making good any Injury that may have been done thereto by the Means aforesaid, such Costs and Expenses to be ascertained by any Justice, and to be recovered in the same Manner as any Expenses or Penalty under this Act may be recovered.

Mode of laying Pipes.

67. All Pipes hereafter to be laid by the Company for the Conveyance of Gas shall be laid at the greatest practicable Distance from the nearest Part of any Pipe then laid down by or by Order of the Local Board for the Conveyance of Water, and wherever the Width of the Carriageway or Footpath will allow thereof shall be laid at the Distance of Three Feet at least from the nearest Part of any such Water Pipe, unless in Cases where it shall be unavoidably necessary to lay the Gas Pipe across or nearer to any Water Pipe, in which Case the said Gas Pipe shall, wherever practicable, be laid over and above the Water Pipe at the greatest practicable Distance therefrom, and shall form therewith a Right Angle, or as near thereto as the Situation will admit; and in every such Case the Gas Pipe so crossing the Water Pipe shall be at least Seven Feet Six Inches in Length, so that no Joint of any Gas Pipe shall be nearer to any Water Pipe than Three Feet at the least where the Width of the Road, Street, Square, Market Place, Lane, Alley, Passage, Court, or other Place will admit; and every such Gas Pipe so crossing the Water Pipe shall for the whole Length thereof be sufficiently bedded in with good sound Clay or other fit Materials of a proper Consistence well worked and rammed into the Trench all round the Gas Pipe; and in laying down any such Gas Pipe the Company shall use such Joints as are for the Time being of the most improved Description for preventing the Leakage of Gas, and shall in no Case join Two or more Gas Pipes together previous to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench properly form the Jointing with the other Pipes to be added thereto with proper and sufficient Materials, and shall also, wherever practicable, lay and well and sufficiently bed each Joint of the Main Gas Pipes, and also the Joints and Screws of the Branch or Service Gas Pipes connected with the Main Gas Pipes, and also the Joints of the Service or Branch Pipes for conveying the Gas from the Main Gas Pipes to the Houses and other Buildings, and all other Joints, Inlets, Apertures, or Openings which are or shall or may be made in any of the Main Gas Pipes belonging to the Company, in

in such Manner and of such Material as shall as far as reasonably practicable prevent Leakage.

To prevent Contamination of Water by Gas.

68. Whenever the Water which shall be supplied by the Local Board shall be contaminated or affected in any way whatsoever by the Gas of the Company, the Company shall, within Twenty-four Hours next after Notice thereof in Writing signed by the Clerk for the Time being of the Local Board, or by any Person using the Water of the Local Board, and left at the Office of the Company, cause Measures to be taken effectually to prevent such Gas from contaminating or affecting the Water of the Local Board; and in case the Company shall not within Forty-eight Hours next after any such Notice use all reasonable Means to effectually remove the Cause of such Complaint and prevent all such Contamination, whereof Notice shall be given as aforesaid, then and in every such Case the Company shall on each Complaint, whereof Notice shall be given as aforesaid, forfeit and pay to the Local Board any Sum not exceeding Ten Pounds for each Day during which the Water supplied by the Local Board shall remain contaminated or affected by the Gas of the Company, and every such Penalty or Forfeiture may be recovered for the Use of the Local Board in the same Manner as any other Penalty or Forfeiture imposed by this Act may be levied and recovered.

For ascertaining if the Water is contaminated.

69. In every such Case of Complaint and Notice as aforesaid it shall be lawful for the Local Board to dig to and about and to search and examine the Mains, Pipes, Conduits, and Apparatus of the Company adjacent to the Pipes of the Local Board for the Purpose of ascertaining whether or not such Contamination proceed or be occasioned by the Gas of the Company, giving Twenty-four Hours previous Notice in Writing, signed by the Clerk for the Time being of the Local Board, and left at the Office of the Company, of the Intention of the Local Board so to dig, search, and examine as aforesaid, and of the Time and Place or Places when and where such digging, Search, and Examination is intended to be made; and if it shall appear that the Water has been contaminated, and that there has been any Escape of Gas whereby such Contamination has been produced, then and in every such Case the Costs and Expenses of the digging, Search, and Examination, and of the Repair of the Street, Road, or Place which shall be taken up or disturbed, shall be borne and paid by the Company, which Costs and Expenses shall be ascertained and determined (if necessary) by any Justice, and may be levied and recovered in the same Manner as any Penalty or Forfeiture imposed by this Act may be levied and recovered: Provided always, that if upon such Examination it shall appear that such Contamination has not arisen from any Escape of Gas from any of the Main Pipes or Conduits of the Company, then and in every such Case

Case the Local Board shall bear and pay all the Costs, Charges, and Expenses of and incident to such Examination and Search, and shall also make good to the Company any Damage which may be occasioned to their Mains, Pipes, Conduits, or Apparatus by such Search, and also any Injury or Damage which may be done in or about any of the Streets, Roads, or Places which shall be broken up or disturbed in such Search, the Amount of such Damage to be ascertained and determined (if necessary) by any Justice, and to be levied and recovered in the same Manner as any Penalty or Forfeiture under this Act may be levied and recovered.

Company to lay down new Mains on Notice from Local Board.

70. The Company shall, within One Calendar Month after Notice in Writing from the Local Board, signed by their Clerk for the Time being, so to do, lay down at the Expense of the Company a Main Gas Pipe in and through any public Highway, or any Part thereof, within a Circle having a Radius of One Mile measured from the *Merthyr Tydfil* Market House as a Centre; provided that the Local Board shall have previously undertaken (which they are hereby authorized to do) to place and maintain public Lights along such Main Gas Pipe not less than Eighty Yards apart, or such a Number of public Lights as shall be equal to One for every Eighty Yards in Length of such Main Gas Pipe.

For the Supply of Gas to public Lamps.

71. The Company shall and they are hereby required from Time to Time and at such Times as they may be called on so to do by the Local Board, or other the Persons charged by Act of Parliament with the lighting of any Street or Place within the Limits of this Act, supply Gas to all public Lamps or Burners within a Distance of Fifty Yards from any of the Mains of the Company, and that may be required for lighting any Street or Place within the Limits of this Act, for such Price, upon such Terms, and during such Hours as shall be settled by Agreement between the Company and the Local Board, or other the Persons charged as aforesaid with the lighting of any such Street or Place; and in case any Dispute shall arise between such Parties on any of such Matters, the same shall be settled by Arbitration under the Provisions in "The Companies Clauses Consolidation Act, 1845," with respect to Settlement of Disputes by Arbitration; provided that the Gas supplied to the said public Lamps or Burners within the District of the Local Board shall and may be consumed either by Meter or otherwise, at the Option from Time to Time of the Local Board: Provided also, that upon any and every Arbitration as to the Price of Gas to be supplied to the said public Lamps or Burners within the District aforesaid, whether in conjunction or not with any other of the Matters aforesaid, and whether the Gas so supplied shall or shall not be consumed by Meter, the Arbitrators or Umpire shall and they and he are and is hereby required

required to ascertain or estimate as near as may be the Quantity of Gas consumed or to be or likely to be consumed by the said public Lamps or Burners within the District aforesaid during the Period to which such Arbitration shall from Time to Time refer; and such Arbitrators or Umpire shall not fix or charge a higher Price, reckoning by the One thousand Cubic Feet, for the Quantity of Gas so to be ascertained or estimated as aforesaid than the lowest reckoning by the One thousand Cubic Feet which at the Time of or at any Time during Three Months next before the said Arbitration shall be or shall have been charged by the Company to any private Consumer within the District aforesaid: Provided also, that the maximum Price to be charged by the Company for the Supply of Gas to public Lamps or Burners within the District aforesaid shall not in any Case exceed the Sum of Three Shillings and Sixpence *per* One thousand Cubic Feet.

Notice to the Company of putting up Meters, &c.

72. Before any Person connects or disconnects any Meter through which any of the Gas of the Company is intended to be or has been registered, he shall give not less than Twenty-four Hours Notice in Writing to the Company of his Intention to do so, and any Person offending against this Enactment shall for every such Offence be liable to a Penalty not exceeding Forty Shillings.

Company's Officers to enter Buildings.

73. The Company's Agent, or other Officer duly appointed for the Purpose by the Company, may, between the Hours of Nine of the Clock in the Forenoon and Four of the Clock in the Afternoon, enter any Building or Place supplied with Gas by the Company in order to inspect the Meters, Pipes, Fittings, and Apparatus for regulating the Supply of Gas, and to see whether the Meters, Pipes, Fittings, or other Apparatus provided be in good Repair; and if such Agent or other Officer at any such Time be refused Admittance into such Premises for the Purposes aforesaid, or be prevented from making such Examination, the Occupier of such Premises shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds.

Repair of Meters.

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

sumer; and the Company shall at their own Expense at all Times keep in proper Repair and Order for correctly registering Gas all Meters by them let for hire to Consumers.

For preventing Frauds and Waste of Gas.

75. If and whenever any Person supplied with Gas under this Act wilfully does or causes or suffers to be done anything in contravention of any of the Provisions of this Act, or wilfully fails to do anything which under this Act ought to be done for the Prevention of Waste, Misuse, or undue Consumption of Gas, the Company may cut off or stop any Pipe by or through which Gas is supplied to him, and may cease to supply him with Gas as long as the Cause of Injury remains or is not remedied, and also may recover in any Court of competent Jurisdiction from every Person so offending the Amount of all Damage sustained by them by reason thereof, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in this Behalf.

Notice to discontinue Supply to be in Writing.

76. No Notice to the Company to discontinue the Use of any Gas supplied by them shall be of any Effect unless such Notice shall be in Writing, and shall be left at the principal Office for the Time being of the Company.

Power to purchase Lands.

77. The Company may for the Purpose of their Undertaking purchase, take, and hold (by Agreement, but not otherwise,) any Lands and Hereditaments not exceeding in the whole Three Acres, or any Rights or Easements in, over, or upon any Lands and Hereditaments, and the Provisions of "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase of Lands by Agreement, and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall apply to any such Rights and Easements.

Power of the Company to contract for lighting Streets.

78. It shall be lawful for the Company or their Directors from Time to Time to enter into or make any Contract or Agreement with the Persons having the Control, Direction, or Management of any Highway, Street, or Bridge within the Limits of this Act for lighting and supplying the same or any Part thereof with Gas, or for providing the same with Lamp Pillars and Posts, Lamp Brackets, Meters, Lamps, and Glasses, and for the painting and Repair thereof respectively, and also from Time to Time to make and enter into any Contract or Agreement for lighting or supplying with Gas any Church, Chapel, Shop, Inn, Tavern, Dwelling House, Manufactory, Warehouse, or other public or private Building, in such Manner, under such Conditions, and upon such Terms as shall be mutually agreed upon.

Saving Rights of Local Board.

79. Except as is in this Act provided, nothing in this Act contained shall repeal, alter, abridge, or prejudice any of the Rights, Powers,

Powers, and Authorities of the Local Board conferred or vested by "The Public Health Act, 1848," "The Public Health Supplemental Act, 1850," "The Local Government Act, 1858," "The Local Government Act Amendment Act, 1861," "The *Merthyr Tydfil* Water Act, 1858," "The Nuisances Removal Act, 1855," and "The Nuisances Removal Act, 1860," or any of them.

Rent for Gas and Fittings under Twenty Pounds.

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

Sums undisputed may be recovered by Distress.

81. All Sums of Money due to the Company for the Supply of Gas, or for the Hire or fixing of Meters or Fittings, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, and the Amount of which shall not be *bonâ fide* disputed, may (the Party in default being first duly summoned) be levied by Distress, and any Justice on Application may issue his Warrant accordingly, and the Remedies of the Company under this Section shall be in addition to their other Remedies for the Recovery of such Sums.

Incoming Tenant not liable to pay Arrears of Gas Rent, &c.

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

Liability to Gas Rent not to disqualify Justices, &c.

83. A Justice or a Judge of any Court shall not (except as in this Act expressly provided) be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent, Meter Rent, Rate, or Charge under this Act, or of his being a Shareholder of the Company.

Contents of Summons, &c.

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

Costs of Distress.

85. Any Justice who issues a Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Proceedings for

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

Penalties not cumulative.

86. Penalties imposed on the Company for one and the same Offence by several Acts of Parliament shall not be cumulative, and for this Purpose this Act and any Act incorporated wholly or in part with this Act shall be deemed several Acts.

Expenses of Act.

87. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act.

Certain Lands belonging to and occupied by the original Company on which the Gasworks erected by them now stand, which Lands are bounded on the South-west by the River Taff, on the North partly by Premises of William Harris and partly by Lower Taff Street, on the East and North-east partly by Premises late of Morgan Powell and now of William Jones, partly by Picton Street, and partly by Premises of Mrs. Jenkins, and on the South partly by Premises leased to Samuel Morris and others, and partly by a Parish Road leading from Caedraw to Rhydycar, which Lands are situate in the Parish of Merthyr Tydfil in the County of Glamorgan.

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