ANNO TRICESIMO

VICTORIÆ REGINÆ.

Cap. lxviii.

An Act for incorporating and granting certain Powers to the *Mitcham* and *Wimbledon* District Gaslight Company. [31st *May* 1867.]

WHEREAS in the Year 1864 certain Persons formed themselves into a Company, which has been registered under "The Companies Act, 1862," in the Name of "The *Mitcham* and *Wimbledon* District Gaslight and Coke Company, Limited," for lighting with Gas *Mitcham*, *Merton*, *Tooting*, *Wimbledon*, and other Places in the County of *Surrey*: And whereas the said Company in the Year 1864 acquired the Lands herein-after described, with Gasworks thereon, and have since erected further Works thereon, with all necessary Apparatus and Conveniences connected therewith, and have acquired, laid down, and maintained Mains and Pipes in certain Roads and Thoroughfares within the Parishes or Places of *Mitcham*, *Merton*, *Tooting*, *Wimbledon*, *Streatham*, *Carshalton*, and *Wandsworth*, in the County of *Surrey*, and are now manufacturing and supplying Gas to the great Convenience and Advantage of the Inhabitants of those Parishes and Places: And whereas the present Capital of the said Company is

The Mitcham and Wimbledon Gas Act, 1867.

One hundred thousand Pounds, divided into Ten thousand Shares of Ten Pounds each, and Six thousand and sixty-six of such Shares have been subscribed for and taken: And whereas the Sum of Ten Pounds has been called up and paid in respect of Three thousand and thirty-three of such Shares, and the Sum of Three Pounds has been called up and paid in respect of Three thousand and thirty-three of such Shares, making in the whole the Sum of Thirty-nine thousand four hundred and twenty-nine Pounds actually paid up: And whereas since the Establishment of the said Company the Population and Buildings within the Parishes and Places aforesaid have largely increased and are increasing, and it is expedient that the Company should be incorporated under this Act, and that the Company so incorporated should have Powers conferred upon them to maintain the existing Gasworks, and to erect additional Gasworks, and to supply Gas within the Limits of this Act, and to raise further Capital for the Purposes of their Undertaking: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

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

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," Parts I., II., and III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act 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: Provided always, that the Incorporation with this Act of "The Lands Clauses Consolidation Act, 1845," shall not authorize the Company to purchase or take Lands compulsorily.

Interpretation of Terms.

3. In this Act, except where otherwise provided, the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Limited Company" shall mean the *Mitcham* and *Wimbledon* District Gaslight and Coke Company, Limited; the Expression "the Company," or "the Promoters of the Undertaking," or "the Undertakers," shall respectively mean the Company incorporated by this Act; the Expression "the Local Authority" shall mean the Commissioners, Trustees,

Trustees, Local Boards, or others interested in the Control or Lighting of the Streets under their Jurisdiction; the Expression "the Special Act" shall mean this Act; the Expression "the Works," "the Gasworks," or "the Undertaking," shall mean the Gasworks and Property of the Company for the Time being; and the Expression "Superior Court" or "Court of competent Jurisdiction," or any other like Expression in this Act or the Acts incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute.

Limits of Act.

4. The Limits of this Act shall comprise the Parishes of *Mitcham*, *Wimbledon*, *St. Mary Merton*, *Merton*, *Tooting Graveney* otherwise *Lower Tooting*, *Morden*, all in the said County of *Surrey*, and so much of the Hamlet of *Upper Tooting* in the Parish of *Streatham* in the County of *Surrey* as lies to the Westward of *Green Lane* and *Mitcham Lane*, and also to the South-westward of the Boundary in that Hamlet of the District of the *Phœnix* Gaslight and Coke Company, as such District is defined upon the duplicate Maps signed by the Right Honourable *Thomas Henry Sutton Sotheron Estcourt*, mentioned in the Sixth Section of the Metropolis Gas Act, 1860, and so much of the said Parish of *Carshalton* in the County of *Surrey* as lies South-east and within Five hundred Yards of and includes that Part of the *Sutton Road* leading from *Mitcham* to *Sutton* which extends to the Junction of *Wrythe Lane* and *Morden Lane*.

Incorporation of Company.

5. The Limited Company is hereby dissolved, and the several Persons or Corporations who immediately before the passing of this Act were Proprietors of Shares in such Company, and all other Persons and Corporations who shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united into a Company for the Purpose of making and supplying Gas within the Limits of this Act, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "The *Mitcham* and *Wimbledon* District Gaslight Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, hold, and dispose of Lands and other Property for the Purposes of this Act.

Present Property vested in Company incorporated by this Act.

6. All Lands, Erections, Buildings, Rights, and Easements, Money, Securities, Deeds, Contracts, Agreements, Papers, Books, Plans, Choses in Action, Effects, Claims and Demands, Rights and Remedies whatsoever, which immediately before the passing of this Act were vested in the Limited Company, or any Person on their Behalf,

or

or of or to which the Limited Company, or any Person on their Behalf, were seised, possessed, or entitled, either at Law or in Equity, or otherwise howsoever, and which immediately before the passing of this Act were the Property of or belonging to the Limited Company, or any Person on their Behalf, shall be and the same are hereby vested in the Company to the same Extent and for the same Estate and Interest as the same respectively were at the Time of the passing of this Act vested in the Limited Company, or any Person on their Behalf, and may be held, used, and enjoyed accordingly.

Memorandum of Association to be void.

7. Subject to the Provisions of this Act, the Memorandum of Association of the Limited Company shall, as to any future or prospective Operation thereof, from and after the passing of this Act be wholly void and of none Effect, save as herein-after mentioned.

Rates and Rents now payable to continue till altered.

8. All Gas Rates, Rents, or Charges made by the Limited Company which at the Time of the passing of this Act shall be due, or accruing due and payable, or if this Act had not passed would have accrued due and become payable, shall be payable under this Act, and shall continue to be so payable until the same shall be altered or reduced under the Authority of this Act, and may be collected and recovered by the Company by such Means and under such Restrictions and Regulations as any Rents, Rates, or Charges to be received or demanded by the Company in pursuance of this Act may be collected or received.

Saving previous Rights and Liabilities.

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

Contracts prior to Act to be binding.

10. All Deeds, Bonds, Contracts and Agreements, Securities, Orders, Resolutions, and Proceedings, and other Acts and Things done, made, instituted, executed, or entered into before the passing of

of this Act by, with, or with reference to the Limited Company, and now in force, shall be as binding and of as full Force and Effect in all respects against, in favour of, or with reference to the Company, and may be enforced as fully and effectually, as if, instead of the Limited Company, the Company had been a Party or privy thereto.

Actions, &c. not to abate.

11. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which shall be pending by or against the original Company, but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by, in favour of, or against the Company (as the Case may be) in the same Manner and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by, in favour of, or against the Limited Company if this Act had not been passed.

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

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

Officers to continue.

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

Trustees of the Limited Company to be indemnified.

14. Every Trustee or other Person in whom or in whose Name any Lands, Erections, Buildings, or Property belonging to the Limited Company were vested immediately before the passing of this Act, and who, being duly authorized in that Behalf, has entered into any Bond, Covenant, Contract, or Engagement in respect of or with reference to such Lands, Erections, Buildings, or Property, or any other Contract on behalf of the Limited 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.

Capital.

15. The Capital of the Company shall be One hundred and eighty thousand Pounds, and shall be divided into Eighteen thousand Shares of Ten Pounds each, of which Capital One hundred thousand Pounds is in this Act called original Capital, and Eighty thousand Pounds is called additional Capital.

Appropriation of Part of Capital.

16. Subject to the Provisions of this Act, Six thousand and sixty-six Shares of Ten Pounds each of the said Capital shall be appropriated to and vested in the several Persons and Corporations who immediately before the passing of this Act were Proprietors of the Capital of the Limited Company in proportion to their respective Shares in that Capital, so that for every Share of the original Capital the Holder thereof shall become the Proprietor of One Share in the Capital hereby authorized.

Payment of Calls on substituted Shares.

17. The Persons and Corporations to whom the said Shares shall under this Act be appropriated shall be liable to pay and shall pay the Difference, if any, between the total Amount paid on the original Shares for which the Shares are substituted and the nominal Amount of such substituted Shares when and as the same shall be called for.

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

18. The Company shall call in and cancel the existing Certificates of Shares in the Limited Company, and issue in lieu thereof Certificates of the substituted Shares in the Form and under the Conditions prescribed by "The Companies Clauses Consolidated 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 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.

Existing Trusts, &c. attached to new Shares.

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

Creation of new Shares.

20. The Company may from Time to Time raise by the Creation and Issue of Three thousand nine hundred and thirty-four new Ordinary

Ordinary Shares of Ten Pounds each the whole or any Part of the Remainder of the original Capital.

Power to raise additional Capital.

21. In addition to the original Capital of One hundred thousand Pounds, it shall be lawful for the Company from Time to Time to raise, by the Creation of new Ordinary Shares of Ten Pounds each, such further Sum or Sums as they may think proper, not exceeding in the whole Eighty thousand Pounds.

New Shares not to issue until One Fifth paid up.

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

Limit of Dividend on new Capital.

23. The Company shall not in any Year make out of their Profits any larger Dividend on the additional Capital of Eighty thousand Pounds to be raised under the Powers of this Act than Seven Pounds in respect of every One hundred Pounds actually paid up of such Capital.

Receipts on behalf of incapacitated Persons.

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

Calls.

25. 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 successive Calls, and Four Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Power to borrow on Mortgage.

26. The Company may, when the whole of the original Capital of One hundred thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, from Time to Time borrow on Mortgage any Sum not exceeding Twenty-five thousand Pounds, and they may also from Time to Time borrow on Mortgage any further Sum not exceeding in the whole Twenty thousand Pounds, but no Part of the said last-mentioned Sum shall be borrowed until the whole of the said additional Capital of Eighty thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up; and the Company shall not borrow any Part of either of the said Sums of Twenty-five thousand Pounds and Twenty thousand Pounds until they have proved to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the said

said Sum of One hundred thousand Pounds or Eighty thousand Pounds, as the Case may be, has been 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 has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, and 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 Proofs aforesaid have been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

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

Monies borrowed on Mortgage to have Priority.

28. All Monies to be borrowed on Mortgage under this Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts to be incurred or Engagements to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rentcharge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect the Lien of any Vendor for the unpaid Purchase Money of any Land taken by the Company for the Purposes of the Undertaking.

Application of Money.

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

Debenture Stock.

30. The Company may create and issue Debenture Stock.

General Meetings.

31. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act, and the future Ordinary General Meetings shall be held in the Months of *February* and *August* in each Year.

Scale of voting.

32. Every Shareholder shall be entitled to One Vote for every Share of Ten Pounds held by him up to Ten, and an additional Vote for

for every Five Shares up to One hundred, and an additional Vote for every Ten Shares beyond the First Hundred Shares.

Quorum of General Meetings.

33. The Quorum of General Meetings (whether ordinary or extraordinary) of the Company shall be Ten Shareholders, present personally or by proxy, holding in the aggregate not less than Two thousand Pounds in the Capital of the Company.

Number of Directors.

34. The Number of Directors shall be Nine, but it shall be lawful for the Company from Time to Time to reduce the Number, provided that the Number be not less than Six.

Qualification of Directors.

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

Quorum of Meeting of Directors.

36. The Quorum of a Meeting of Directors shall be Five until the Number of Directors be reduced to Six, when the Quorum shall be Three.

First Directors.

37. The Persons who at the Time of the passing of this Act are the Directors of the Limited Company 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, and at that Meeting the Shareholders present, personally 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 Places of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election; and at the First Ordinary Meeting to be held in any Year after the First Ordinary Meeting the Shareholders present, personally 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.

Powers as to Maintenance and Construction of Gasworks, &c.

38. The Company may, in and upon the Lands specified in the Schedule to this Act, from Time to Time improve, maintain, alter, enlarge, erect, discontinue, re-erect, make, lay down, provide, and extend Gasworks, Retorts, Gasometers, Receivers, Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp-posts, Burners, Stopcocks, Machinery, and other Works, 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,

store, and supply Gas accordingly, and may manufacture, convert, sell, provide, supply, and deal in Gas, Coke, Coal, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and other Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, and also Meters, Fittings, Tubes, Pipes, and other Articles and Things in any way connected with the Gasworks or with the Supply of Gas, as they from Time to Time shall think fit: Provided always, that the Company shall not erect Works for the Manufacture of Gas except upon the Lands specified in the Schedule to this Act; and nothing in this Act contained shall prevent the Company from being liable to an Indictment for Nuisance or to any other legal Proceedings to which they may be liable in consequence of the Manufacture and Sale of any Articles, Matters, and Things producible from the residual Products arising from the Manufacture of Gas.

Power to purchase additional Lands.

39. The Company may for the Purposes of their Undertaking (in addition to the Lands specified in the Schedule to this Act) purchase, take, and hold by Agreement, but not otherwise, any Lands and Hereditaments, not exceeding in the whole Six Acres, which the Company may from Time to Time require for the Purposes of their Undertaking; but no Works for the Manufacture of Gas shall be erected on such Lands, nor, except upon the Lands specified in the Schedule to this Act, shall the Company store Gas on any Lands situate within Three hundred Yards of any Dwelling House erected at the Time of the Acquisition by the Company of the Lands for such Storage Works, without the Consent of the Owner, Lessee, and Occupier of such House.

Power to lay Pipes against Buildings.

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

Consumers may be required to consume by Meter.

41. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter, and unless such Meters shall be subject to the Provisions of the Act for regulating Measures used in the Sale of Gas, and shall be examined and stamped under the Provisions of that Act, no Meter shall be used by such Consumer until it shall have been approved by the Company, and it shall be lawful for the Company from Time to Time to examine and test any such Meter.

42. Every

Consumer to keep his own Meters in proper Order.

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

Power to the Company to let Meters.

43. The Company may let for Hire any Meter for ascertaining the Quantity of Gas consumed or supplied, and any Fittings thereto, for such Remuneration in Money, and on such Terms with respect to the Repair of such Meters and Fittings, and for securing the Safety and Return to the Company of such Meter, as may be agreed upon between the Hirer and the Company, and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to the Company for Gas; and such Meters and Fittings shall not be subject to Distress or to the Landlord's Remedy for Rent of the Premises where the same may be used, nor to be taken in Execution under any Process of a Court of Law or Equity or any Proceedings in Bankruptcy against the Persons in whose Possession the same may be.

Notice to Company of pulling up Meters.

44. Before any Person shall connect or disconnect any Meter through which any of the Company's Gas is intended to be or has been registered he shall give not less than Twenty-four Hours Notice in Writing to the Company of his Intention so to do.

Fraudulently injuring Meters, &c.

45. If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any such Pipes, Mains, Meters, or Fittings, or other Things connected therewith, belonging to the Company, or shall alter the Index to any Meter, or fraudulently alter any Part of such Meter, or any Pipes connected therewith, or in any way fraudulently, wilfully, or knowingly prevent such Meter from duly registering the Quantity of Gas supplied, or by any Means fraudulently abstract, consume, or use the Gas of the Company, every Person so offending shall for every such Offence forfeit to the Company any Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damage sustained by them which shall not be satisfied by the Amount of the Penalty recovered, and may also discontinue, until the Act complained of is remedied, the Supply of Gas to the Person or Company so offending, and that notwithstanding any Contract previously existing; and the Existence of artificial or irregular Means for causing such Alteration or Abstraction, when such Meter shall be

under

under the Custody or Control of the Consumer, shall be *primâ facie* Evidence that the same has been knowingly, wilfully, and fraudulently caused by the Consumer using such Meter: Provided always, that this Enactment shall not prejudice any Right of the Company to institute any Criminal Proceedings in reference to such Offence in any Case when they shall not proceed summarily under this Act.

Register of Gas Meter to be primâ facie Evidence.

46. The Evidence of the Meter shall be *primâ facie* Evidence of the Quantity of Gas consumed by any Consumer of the Company, and in respect of which any Rent is charged and sought to be recovered by the Company.

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

47. 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 Forty-eight 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, by fixing such Notice for Three Days on some conspicuous Part of such House, Building, or Premises, may enter into such Building and 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 supply Gas in certain Events at Request of Owner or Occupier,

48. The Company shall, at the Request in Writing of any Owner or Occupier of any House, Factory, or Premises, or any public Body or private Company having Premises within the Limits of this Act, and within Twenty Yards of which Premises any Main Gas Pipe of the Company shall be then laid, furnish to such Owner or Occupier, public Body or private Company, a sufficient Supply of Gas for each House, Factory, or Premises, together with a Meter and so much of the Service Pipe as shall be necessary to communicate between the Main Pipe of the Company and such Meter: Provided that the Expense of so much of the Service Pipe as shall be laid upon private Property, or in any other Case as shall be laid beyond Thirty Feet in Length, shall be defrayed by such Owner or Occupier, public Body or private Company; and provided further, that the Company shall not be bound to furnish such Supply of Gas, or Meter, or Service Pipes unless such Owner or Occupier, public Body or private Company, shall enter into a written Contract to continue to receive and pay for a Supply of Gas for a Period of at least Two Years, and to an Amount not exceeding Twenty Pounds *per Centum per Annum* on the Outlay incurred by the Company in providing such

such Service Pipe and Meter; and if the Company shall by their wilful Default fail to supply the Gas within a reasonable Time after such Request, then on Proof of such Failure the Company shall be subject to a Penalty not exceeding Two Pounds.

Security for Payment of Rate.

49. Any Person requesting to have a Supply of Gas from the Company shall, if and when so required in Writing by them, before he is entitled to have such 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 the Nature of Security.

50. Where any 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 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.

Incoming Tenant not liable for Arrears of Gas Rate.

51. In case any Consumer leave the Premises where Gas was supplied to him without paying to the Company the Gas Rate or Meter Rent due from him, the Company shall not be entitled to require from the next Tenant of the Premises Payment of the Arrears left unpaid by the former Tenant, unless the incoming Tenant had agreed with the defaulting Consumer to pay the Arrears.

Limiting the Price of Gas.

52. The Price to be charged by the Company for Gas supplied to Persons who shall burn the same by Meter shall not exceed Five Shillings and Sixpence *per* Thousand Cubic Feet.

Power of the Company to contract for lighting Streets.

53. 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 Local Authority, or other Persons having the Control, Direction, or Management of lighting 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, Lamp Brackets, Meters, Lamps, and Glasses, and for the Repair thereof respectively, and also from Time to Time to make and enter into any Contract or Agreement for lighting or supplying with

with Gas any Church, Chapel, Shop, Inn, Tavern, Dwelling House, Manufactory, Railway, Railway Station, Warehouse, or other public or private Building or Place, in such Manner, under such Conditions, and upon such Terms as shall be mutually agreed upon.

Quality of Company's Gas.

54. 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.

Company to erect Meter to test Quality of Gas.

55. The Company shall always maintain and keep on some Part of their Works at *Mitcham* and *Wimbledon* an Experimental Meter fit for testing the Gas supplied by the Company, and furnished with an Argand Fifteen-Hole Burner and a Seven-Inch Chimney, or other approved Burner and Chimney, capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus, so situated or arranged as to test the illuminating Power of all the Gas supplied to the Consumers.

As to testing the Quality of Gas.

56. It shall be lawful for Two Justices, on the Requisition in Writing 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 at all reasonable Times, in the Presence of the Superintendent or other Officer of the Company, to make Experiment of the illuminating Power of the Gas by means of the Experimental Meter and other Apparatus before mentioned, and the Company and their Officers shall afford all reasonable Facilities and Assistance for the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices, not being Directors or Shareholders of the Company, after hearing the Parties, that the illuminating Power of the Gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, 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 Experiments to be paid according to Events.

57. The Costs of and attending such Experiments, including the Remuneration to be paid to the Person making the same, and the Costs of the Proceedings before the Justices, shall be ascertained by such Justices, and in the event of any Penalty being imposed on the Company shall be paid together with such Penalty, but in the event of no Penalty being imposed such Costs shall be awarded to be paid by the Persons signing the Requisition to the Company, and shall be paid or levied accordingly.

58. Penalties

Penalties not cumulative.

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

Recovery of Charge for Gas.

59. In case any Person who shall have been supplied with Gas by the Company, or who shall be liable to Payment in respect of a Supply of Gas under or by virtue of the Provisions of this Act, shall neglect or refuse to pay the Amount due in respect of such Supply for the Space of Fourteen Days after Demand thereof by the Company, their Agent or Collector, it shall be lawful for any Justice to issue his Summons to such Person requiring him to appear at a Time and Place named therein, and then and there to show Cause why the Sum so demanded should not be paid; and if, on the Appearance after Proof of the Service of the Summons either personally or at the last known Place of Abode or of Business of such Person, no sufficient Cause can be shown to the contrary, it shall be lawful for any Justice to issue his Warrant of Distress for the Seizure and Sale of the Goods and Chattels of such Person for the Recovery of the Amount which may be proved before such Justice to be due from such Person, together with such Costs, including the Costs of cutting off the Gas, if the same shall have been cut off by the Company, as to such Justice shall seem just and reasonable.

Contents of Warrant.

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

Warrant may include Costs.

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

Recovery of Sums due to Company.

62. Whenever any Person neglect to pay any Rate, Rent, or Sum due to the Company, the Company may recover the same in any Court of competent Jurisdiction for the Recovery of Debts of the like Amount, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies for the Recovery of such Rate or Sum.

Liability to Gas Rate not to disqualify Justice.

63. No Justice or Judge of a County Court shall be disqualified from acting in the Execution of this Act by reason of his being liable to the Payment of any Gas Rent or other Charge under this Act.

64. When-

Rent for Gas and Fittings may be recovered by Action.

64. Whenever any Person neglects to pay the Rent of any Gas, or the Price or Rent of any Pipe, Burner, Meter, Lamp, or Fittings, supplied, sold, delivered, or let to Hire by the Company, the Company may, in addition to the Powers given by the Gasworks Clauses Act, 1847, recover the same, together with the Expense of cutting off the Pipe or Gas, by Action in any Court of competent Jurisdiction.

Expenses of Act.

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

SCHEDULE.

The SCHEDULE referred to in the foregoing Act.

Parish in which Lands are situate.	Description of Lands.
MITCHAM - -	A Piece of Land occupied by Gasworks of the Limited Company situate in or near a Place called Merton Lane, bounded on or towards the Northby Merton Lane and Land in the Occupation of Mr. William Lunt, on or towards the East by Merton Lane aforesaid, on or towards the West by Lands in the Occupation of William Creswell, and on or towards the South by Land in the Occupation of the said William Lunt.
WIMBLEDON - -	Also a Piece of Land occupied by Gasworks belonging to the Limited Company, situate in or near a Place called Haydon's Lane, and bounded on the East by a Plantation or Belt of Trees belonging to or in the Occupation of Mr. George Clement, on or towards the West by Haydon's Lane aforesaid, on or towards the North by Lands and Premises in the respective Occupations of William Gosling and George Bridge, Esquires, and on or towards the South by a Public House or Beershop called the British Queen Tavern, in the Occupation of Mr. William Marshall, and a Road called South Road leading from Haydon's Lane to Wandle Bank.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1867.