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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 *Neath* New Gas Act, 1866."

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, except so far as may be necessary for a Right of Way and laying down their Mains and Pipes within the Lands shown on the deposited Plans herein-after referred to.

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; and the Word "Street" in the "Gasworks Clauses Act, 1847," shall extend to and include Railways and other Works of a like Kind; 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 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 and include the Borough of *Neath*, and the several Parishes or Places of *Neath*, *Cadoxton-juxta-Neath*, *Blaen Honddan*, *Skewen*, *Duffryn*, *Clydach*, *Coed-Frank*, *Lantwit-juxta-Neath*, and *Lantwit Lower*, all in the County of *Glamorgan*.

Incorporation of Company.

5. The *Neath* New Gas Company, Limited, 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

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 *Neath* New Gas 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 original Company, or any Person on their Behalf, or of or to which the original Company, or any Persons 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 original 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 original Company, or any Person on their Behalf, and may be held, used, and enjoyed accordingly.

Articles of Association to be void.

7. Subject to the Provisions of this Act, the Memorandum of Association and the Articles of Association of the original 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.

Saving previous Rights and Liabilities.

8. Notwithstanding the Dissolution of the original Company and the Avoidance of the said Memorandum of Association and Articles of Association respectively, and except as is by this Act expressly provided, everything before the passing of this Act done or suffered by or with reference to the original 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 original Company: Provided always, that the Generality of this Enactment shall not be limited or confined by any of the Provisions of this Act.

9. All

Contracts prior to Act to be binding.

9. 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 this Act by, with, or with reference to the original 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 original Company the Company had been a Party or privy 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 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 original Company.

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

11. All Persons who immediately before the passing of this Act owed any Sum of Money to the original 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 original Company, or for the Payment of which the original 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.

12. Every Clerk or other Officer and Servant of the original 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, 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 original Company to be indemnified.

13. Every Trustee or other Person in whom or in whose Name any Lands, Erections, Buildings, or Property belonging to the original Company were vested immediately before the passing of this Act, and who 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 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.

14. Whereas

Company to purchase Works of Neath Gaslight and Coke Company.

14. Whereas the Town of *Neath* is now supplied with Gas by a Partnership or Association trading under the Name of the *Neath* Gaslight and Coke Company, herein-after referred to as the Association: Therefore if the said Association shall within Two Months after the passing of this Act, by Notice in Writing under the Hand of their Chairman or General Manager or Secretary for the Time being, require the Company to purchase the said Gasworks, Land, Plant, Mains, Pipes, and other Property forming Part thereof, then and in such Case the Company shall and they are hereby required to purchase, and the said Association are required to sell to the Company, the said Gasworks, Land, Plant, Mains, Pipes, and other Property forming Part thereof at or for such Sum and upon such Terms and Conditions as shall be agreed upon between the said Parties, or in case no Agreement as to the Amount of such Purchase Money and as to such Terms and Conditions can be come to within One Month after the Delivery of such Notice, then at or for such Sum of Money and upon such Terms and Conditions as shall be ascertained and determined by Arbitration in the Manner provided by the Lands Clauses Consolidation Act, 1845, for settling by Arbitration Questions of disputed Compensation; but in the event of the Arbitrators not agreeing, an Umpire shall be appointed by the Board of Trade upon the Application of either Party; provided that the Company shall not be required to purchase or take any Lands which may have been acquired or agreed to be acquired by the Association since the First Day of *January* 1866.

Capital.

15. The Capital of the Company shall be Ten thousand Pounds, subject to Augmentation as herein-after mentioned, and shall be divided into One thousand Shares of Ten Pounds each.

Appropriation of Part of Capital.

16. Subject to the Provisions of this Act, Six thousand and sixty Pounds 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 original Company in proportion to their respective Shares in that Capital, so that for every Five Shares 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 Shares which represent the said Sum of Six thousand and sixty Pounds shall under this Act be appropriated shall be liable to pay, and shall pay, the Difference 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,

18. The Company shall 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

and issue new Certificates in lieu thereof.

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 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 original 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 new Ordinary Shares of Ten Pounds each the whole or any Part of the Sum of Three thousand nine hundred and forty Pounds, the Remainder of the present Capital of Ten thousand Pounds.

Power to raise additional Capital by new Shares.

21. In addition to the said Capital of Ten thousand Pounds, it shall be lawful for the Company from Time to Time to raise by the Creation of new Ordinary or Preference Shares, or (at the Option of the Company) by both of those Modes, such further Sum or Sums as they may think proper, not exceeding in the whole Six 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 Dividends on new Capital.

23. The Company shall not in any Year make out of their Profits any larger Dividend on the additional Share Capital of Six thousand Pounds to be raised under the Powers of this Act than Seven Pounds Ten Shillings in respect of every Hundred Pounds actually paid up of such Capital on Ordinary Shares, or Six Pounds in respect of every Hundred Pounds actually paid of such Capital on Preference Shares.

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

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 present Capital of Ten 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 Two thousand five hundred Pounds, and they may also from Time to Time borrow on Mortgage any further Sum not exceeding in the whole One thousand five hundred Pounds, but no Part of the said last-mentioned Sum shall be borrowed until the whole of the said additional Capital of Six 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 Two thousand five hundred Pounds and One thousand five hundred 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 Sums of Ten thousand Pounds or Six 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.

For Appointment of a

27. The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagee by whom the Application for a Receiver shall be made shall not be less than Five hundred 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 the Property from Time to Time of the Company, over all other Claims on account of any Debts incurred or to be incurred, or Engagements entered into or to be entered into, by them: Provided always, that such Priority shall not prejudice or affect any Claim, Right, or Remedy 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,"

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 Money 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 *May* and *November* in each Year.

Scale of voting.

32. Every Shareholder shall be entitled to One Vote for every Share of Ten Pounds held by him.

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 Five hundred Pounds in the Capital of the Company.

Number of Directors.

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

Qualification of Directors.

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

Quorum of Meeting of Directors.

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

First Directors.

37. The Persons who at the Time of the passing of this Act are the Directors of the original 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

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 Construction of Gasworks, &c.

38. The Company may, in and upon the Lands specified in the Schedule to this Act, and upon any Lands which may be acquired from the Association under the Powers of this Act, erect and from Time to Time maintain, alter, improve, enlarge, 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, and supply Gas accordingly, and may manufacture, 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 Gasworks or with the Supply of Gas, as they from Time to Time shall think fit: Provided always, that nothing in this Act contained shall authorize the Company to erect Works for the Manufacture of Gas except upon the Lands specified in the Schedule to this Act, and upon such Lands as may be acquired from the Association as aforesaid.

Power to acquire Easements in Lands.

39. And whereas a Plan showing the Lands which the Company intend to take by virtue of this Act, or to acquire Easements therein for the Purposes herein-after mentioned, together with a Book of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited with the Clerk of the Peace for the County of *Glamorgan*: Therefore, subject to the Provisions of this Act, the Company may take or acquire compulsorily such Estate or Easements only in the said Lands delineated on the said Plans, and thereon respectively numbered 2 and 3, and respectively described in the said Book of Reference as Occupation Road, as may be necessary to enable them from Time to Time to lay down, use, take up, alter, and repair Mains, Pipes, Plugs, and other Works and Apparatus required for the Transmission and Distribution of Gas, and also to enable the Company to acquire such Right of Way in and over the said Occupation Road to and from their said Works as may be necessary for carrying on their said Business.

Power to purchase Lands.

40. The Company may, for the Purposes of their Undertaking, purchase, take, and hold by Agreement, but not otherwise, any additional Lands and Hereditaments, not exceeding in the whole Three

Acres, which the Company may from Time to Time require for the Purposes of their Undertaking; but no such Lands shall be used by them for the Purpose of manufacturing Gas, nor, except upon the Lands in the Schedule to this Act, and any Lands acquired from the Association as aforesaid, 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 and Occupier of such House.

Power to lay Pipes against Buildings.

41. 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, or Apparatus.

Consumers may be required to consume by Meter.

42. Every Consumer of Gas supplied by the Company 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 no Meter, unless examined and stamped under the Provisions of that Act, 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.

Fraudulently injuring Meters, &c.

43. 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 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 be remedied, and notwithstanding any Contract previously existing; and the Existence of artificial Means for causing such Alteration or Production, 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, or wilfully caused by the Consumer using such Meter.

44. The

Register of Gas Meter to be primâ facie Evidence.

44. 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.

45. 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, 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.

46. 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 Sixty 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 being less than Twenty Pounds *per Centum per Annum* on the Outlay incurred by the Company in providing such Service Pipe and Meter; and if the Company shall by their wilful Defaut 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 Five Pounds.

47. Any

Security for Payment of Rate.

47. 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.

48. Where any Person and the Company do not agree on the Security to be given, the same shall be determined by a Justice, or 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: 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 the Rate of Five Pounds *per Cent. per Annum* for such Time as the Justice determines.

Limiting the Price of Gas.

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

Power of the Company to contract for lighting Streets.

50. 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 Inspectors for lighting, 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 and Posts, 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 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.

51. 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-

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, and the Pressure shall not be less at any Time at any Point within the Limits of the District to be supplied by the said Company than the Pressure due to One Inch of Water.

Company to erect Meter to test Quality of Gas.

52. The Company shall, within Three Months after commencing to supply the Public with Gas, cause to be erected at some Place not less than Five hundred Yards from their Works, fit for testing the Gas provided by the Company, an experimental Meter 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 the Gas supplied to the Consumers.

As to testing the Quality of Gas.

53. 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 Twenty 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 Powers 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.

54. 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 the Gas being found, when tested, to be of not less illuminating Power than is by this Act prescribed, such Costs shall be awarded to be paid by the Persons signing the Requisition to the Company, and shall be paid or levied accordingly.

Penalties not cumulative.

55. 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.

Sums undisputed may be recovered by Distress.

56. 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.

Contents of Warrant.

57. 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.

58. 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.

59. Whenever any Person neglects to pay any Rate 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.

60. No Justice 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.

Rent for Gas and Fittings under Twenty Pounds.

61. In addition to the Power given by "The Gasworks Clauses Act, 1847," in this Behalf, the Company may recover 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, together with the Expense of cutting off the same Pipe or Gas, by Action in any Court of competent Jurisdiction.

Expenses of Act.

62. 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

The Neath New Gas Act, 1866.

The SCHEDULE referred to in the foregoing Act.

	Parish in which Lands are situate.	Description of Lands.
	Neath in the County of Glamorgan.	A certain Piece or Parcel of Land being Part of and surrounded, except on the North-west Side, by a Close of Land called Brown's Wall, belonging to Thomas Andrew and Samuel Bevan, and bounded on the North-west Side by the Neath Canal Embankment.

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