ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

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Cap. lxvi.

An Act for incorporating and granting certain Powers to the *Peterborough* Gas Company.

[25th *June* 1868.]

WHEREAS the City and Township of *Peterborough* and the Parish of *Saint John the Baptist, Peterborough*, and the Parish of the *Minster Precincts, Peterborough*, in the County of *Northampton*, and the Neighbourhood thereof, are at present only partly lighted with Gas supplied by Works belonging or reputed to belong to *James Sawyer*, which are the only Gas-works now used in lighting those Places: And whereas the Population of the City and Township and Parish of *Peterborough* and the Neighbourhood thereof is rapidly increasing, and it would be of public Advantage that more permanent and adequate Provision be made for the supplying of Gas within and the lighting of the said City and Township and Parish of *Peterborough*, and the several Places in the Neighbourhood thereof, in the Counties of *Northampton, Huntingdon*, and *Cambridge* respectively, comprised within the Limits of this Act: And whereas in the Year 1867 certain Persons formed themselves into a Company, which has been registered under the Companies Act, 1862, in the Name of "the *Peterborough* Gas Company, Limited," for lighting with Gas the Parish of *Peterborough* and the Precincts thereof in the County of *Northampton:* And whereas the Capital of the Company is Ten thousand

 Pounds,

Pounds, divided into One thousand Shares of Ten Pounds each, all of which Shares have been subscribed for and taken: And whereas it is expedient that the Company should be incorporated, and that the Company so incorporated should have Powers conferred upon them to erect Gasworks and to supply Gas within the Limits of this Act: And whereas it is expedient that the Company be empowered to purchase the aforesaid Gasworks, and the Undertaking and Lands connected therewith, and that such Provision be made with reference thereto as in this Act expressed, and that the Powers herein-after contained be conferred upon the Company: And whereas Plans showing the Land to be acquired for the Purpose of erecting thereon Gasworks of the Company for the Purposes of lighting the Places comprised within the Limits of this Act, and for other Purposes of the Undertaking, with a Book of Reference to those Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and the Occupiers of the said Land, have been deposited with the Clerk of the Peace for the County of *Northampton*, and with the Clerk of the Peace for the Liberty of *Peterborough*: 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 *Peterborough* 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," Parts I., II., and III. of "The Companies Clauses Act, 1863," "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.

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 Limited Company" shall mean the *Peterborough* Gas Company, Limited, dissolved by this Act; the Expression "the Company" shall mean the Company incorporated by this Act; the Expression "the Works," "the Gasworks," or "the Undertaking" shall mean

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.

Limits of Act.

4. The Limits of this Act shall comprise and include the Parish of *Saint John the Baptist, Peterborough*, and the Parish of the *Minster Precincts, Peterborough*, the Parish of *Paston*, and the Hamlets or Chapelries of *Gunthorpe*, *Walton*, and *Werrington*, all in the Liberty of *Peterborough* in the County of *Northampton*, the Parishes or Places of *Fletton*, *New Fletton*, *Stanground*, and *Woodstone*, all in the County of *Huntingdon*, and the Parish of *Stanground* in the *Isle of Ely* in the County of *Cambridge*.

Incorporation.

Incorporation of Company.

5. The *Peterborough* 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 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 *Peterborough* 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.

Property.

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 or Persons on their Behalf, or of or to which the Limited Company, or any Person or 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 Limited Company, or any Person or Persons 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 or Persons on their Behalf, and may be held, used, and enjoyed accordingly.

7. Subject

Articles of Association.

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 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.

Saving previous Rights and Liabilities.

8. Notwithstanding the Dissolution of the Limited 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 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 confined by any of the Provisions of this Act.

Contracts.

Contracts prior to Act to be binding.

9. All Deeds, Bonds, Covenants, 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, on behalf of, or for 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.

Action, &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 Limited 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.

Debts.

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

11. All Persons who immediately before the passing of this Act owedany 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

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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.

Officers to continue.

12. 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 resign or 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 Limited 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 Limited Company were vested immediately before the passing of this Act, and who has entered into any Bond, Covenant, Contract, Agreement, or Engagement in respect of or with reference to such Lands, Erections, Buildings, or Property, or any other Covenant, Contract, Agreement, or Engagement on behalf of the Limited Company, either as Principal or Surety, 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, Agreement, or Engagement.

Share Capital.

Share Capital.

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

Appropriation of Part of Capital.

15. Subject to the Provisions of this Act, Ten thousand 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 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.

16. The Persons and Corporations to whom the Shares which represent the said Sum of Ten thousand 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 under this Act 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.

17. 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 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.

18. 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 Share or Shares.

Creation of new Shares.

19. 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 Ten thousand Pounds, the Remainder of the Capital of Twenty thousand Pounds.

Power to raise additional Capital.

20. In addition to the said Capital of Twenty 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 Ten thousand Pounds.

New Shares not to issue until One Fifth paid up.

21. 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.

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

23. If

Receipts on behalf of incapacitated Persons.

23. 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.

24. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls.

Borrowing Powers.

Power to borrow on Mortgage.

25. The Company may, when Ten thousand Pounds, Part of the Capital of the Company, has been *bonâ fide* subscribed for, issued, and accepted, and One Half thereof has been paid up, borrow on Mortgage such Sum or Sums of Money, not exceeding in the whole Two thousand five hundred Pounds, as may from Time to Time be authorized to be borrowed by Order of a General Meeting of the Company; and when each additional Amount of Two thousand Pounds beyond the said Amount of Ten thousand Pounds of the Capital of the Company has been *bonâ fide* subscribed for, issued, and accepted, and One Half of the Amount thereof respectively has been paid up, the Company may borrow on Mortgage such further Sum or Sums of Money, not exceeding in the whole Five hundred Pounds in respect of each such Amount of Two thousand Pounds, as may from Time to Time be authorized to be borrowed as aforesaid; but in none of the before-mentioned Cases shall any Part of the said Sum of Two thousand five hundred Pounds, or of the said several Sums of Five hundred Pounds respectively, be borrowed until the Company shall have proved to the Justice who is to certify under the Provisions of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the Shares in respect of which the Power to borrow Two thousand five hundred Pounds and such Sums of Five hundred Pounds respectively hereby granted is then sought to be exercised have been issued and accepted, and that One Half thereof have 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 and Acceptance thereof, and that such Shares were issued *bonâ fide*, and are 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

26. 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

to authorize the Appointment of 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 Five hundred Pounds in the whole.

Application of Money.

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

Debenture Stock.

28. The Company may create and issue Debenture Stock bearing Interest not exceeding Five Pounds *per Centum per Annum*.

Meetings and Management.

General Meetings.

29. 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.

30. Every Shareholder shall be entitled to One Vote for every Share up to Ten held by him, and he shall have an additional Vote for every Five Shares held by him beyond the first Ten Shares.

Quorum of General Meetings.

31. 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.

32. The Number of Directors shall be Ten, 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.

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

Quorum of Meeting of Directors.

34. The Quorum of a Meeting of Directors shall be Five, unless the Number of Directors be reduced to Five, in which Case the Quorum shall be Three.

First Directors.

35. 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 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,

present, personally or by proxy, shall (subject to the Power hereinbefore 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.

Representation of the Company in Cases of Bankruptcy.

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

Power to Company to purchase existing Gasworks.

37. The Company may purchase the Gasworks and Undertaking, Lands, and other Property specified in the First Schedule to this Act, and all the Rights and the Powers connected with the same, belonging or reputed to belong to the said *James Sawyer*; and nothing in this Act contained shall prejudice or affect any Agreement entered into between the said *James Sawyer* and the Company, or the *Peterborough* Gas Company, Limited, or any Person or Persons on their Behalf, in relation to such Purchase.

Lands.

Power to take Lands.

38. The Company may enter upon, take, hold, and use such of the Land delineated on the deposited Plan and described in the said Book of Reference as the Company may require for the Purposes of this Act.

Powers for compulsory Purchases limited.

39. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Power to purchase additional Lands.

40. The Company may from Time to Time, for the Purposes of their Undertaking, in addition to the Lands they are by this Act authorized to take by Compulsion and to purchase of the said *James Sawyer*, purchase, take, and hold by Agreement, but not otherwise, any additional Lands and Hereditaments, not exceeding in the whole Five 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 described in the First and Second Schedules to this Act, or immediately adjoining thereto respectively, 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.

Gasworks, &c.

Powers as to Construction of Gasworks, &c.

41. The Company may, upon taking possession of the Gasworks, Land, and other Property described in the First Schedule to this Act, in and upon such Land, and also in and upon the Land delineated on the said Plan and described in the said Book of Reference and in the Second Schedule to this Act, when purchased by the Company, from Time to Time erect, maintain, alter, renew, enlarge, extend, and discontinue 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, Lime, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Oil, and other Products and Residuum of any Materials employed in or resulting or obtained from the Manufacture of Gas, and may also manufacture or hire, and sell, let, or deal in 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, and may contract for, take, and use, but not so as to obtain an exclusive Right thereto, 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, Distribution, Supply, or Measurement of Gas, or the Utilization of the residual Products arising from the Manufacture of Gas, or otherwise in relation thereto, and may provide and do all such Things as they may deem expedient for the Purposes of the general and incidental Business of a Gas Company: 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 First and Second Schedules to this Act, nor shall anything in this Act contained 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 any such Operations.

Protecting Great Northern Railway.

42. The Company shall not erect any Works for the Manufacture of Gas upon the Land which they are hereby authorized to purchase at a less Distance than Twenty Feet from the existing Fence on the Eastern Side of the *Great Northern* Railway without the Consent of the *Great Northern* Railway Company under their Common Seal first obtained; provided that if at any Time the

Great

Great Northern Railway Company shall give Notice to the Company of their Desire to purchase of the Company the Land, or any Portion of the Land, bounded as aforesaid by the existing Fence of the *Great Northern* Railway, and lying within a Distance of Twenty Feet from such Fence, for the Purpose of laying on the said Lands additional Lines of Rails, the Company shall sell to the *Great Northern* Railway Company such Portion of Land at a Price to be fixed, in case of Disagreement between the Companies, by Arbitration, such Price to include the Value of any Buildings or Works which may have been erected on the said Land.

Streets may be broken up.

43. Subject to the Provisions of "Gasworks Clauses Act, 1847," the Company may from Time to Time maintain, repair, alter, take up, renew, and extend the Gas Mains, Pipes, and other Apparatus already laid down and to be acquired by them under the said Agreement, and lay down other Mains and Pipes for the Supply of Gas within the Limits of this Act, and break up and interfere with Streets, Turnpike and other Roads, Bridges, Passages, and Places within those Limits, or any Part thereof, and any Sewers, Drains, or Pipes under the same.

Saving Rights and protecting Works of London and North-western Railway.

44. Nothing in this Act contained shall take away, diminish, or affect any of the Rights, Privileges, or Powers vested in or belonging to the *London and North-western* Railway Company, and the Company shall not, without the Consent in Writing of that Company under their Common Seal first obtained, take, use, or in any Manner interfere with the Railway of that Company, or any of the Bridges or Works thereof, or any Lands or Property belonging to that Company, save that the Company may nevertheless without such Consent lay, maintain, and repair their Mains and Pipes under or over that Railway at such Places where it is carried by a Bridge over any public Road, or the public Road is carried over it by a Bridge, or the Railway crosses any public Road on the Level, the Works necessary for the same being executed according to Plans and Specifications to be submitted to and reasonably approved in Writing by the Engineer for the Time being of that Company previously to the Commencement of such Works; and such Works shall be commenced, carried on, and completed, and the Mains or Pipes at any such Crossing maintained, under the Superintendence and to the reasonable Satisfaction of such Engineer, and in all things at the Expense of the Company, and so as to cause no Interruption to the Passage or Conduct of Traffic over such Railway or at any Station thereof; and if any Injury shall arise to such Railway, Bridges, Works, Lands, or Property, or any Interruption to such Traffic, the Company shall make full Satisfaction to that Company in respect of such Injury or Interruption.

45. The

Power to lay Pipes against Buildings.

45. 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.

Meters.

Consumers may be required to consume by Meter.

46. 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.

Power to Company to let Meters.

47. The Company may let for hire any Meter for ascertaining the Quantity of Gas consumed or supplied, or any Fittings thereto, for such Remuneration in Money, and on such Terms with respect to Repair of such Meter 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 Gas Rents due to the Company, and such Meters and Fittings shall not be subject to Distress for Rent of the Premises where the same are used, or to be taken in Execution under any Process of a Court of Law or Equity, or any Proceedings in Bankruptcy, against the Persons having possession thereof.

Fraudulently injuring Meters, &c.

48. If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Meter or Gas Apparatus, or any Fittings thereof or other Thing connected therewith, belonging to the Company, or shall fraudulently alter the Index to any Meter, or any Part of such Meter, or any Pipe 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 any of the Company's Gas, every Person so offending shall 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 Act complained of be remedied, and notwithstanding any Contract previously existing;

existing; and the Existence of artificial or irregular Means for causing such Alteration or Abstraction, 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: Provided always, that this Enactment shall not prejudice the Right of the Company to institute any Criminal Proceedings in reference to such Offence in any Case where they shall not proceed summarily under this Act.

Notice to Company of putting up Meters, &c.

49. 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.

Repair of Meters.

50. 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 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.

Register of Gas Meters to be primâ facie Evidence.

51. 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 Owner.

52. 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 in Writing 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 fixing such Notice for Three Days on some conspicuous Part of the 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.

For preventing Frauds and Waste of Gas.

53. 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 any 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.

Gas Supply, &c.

Company to supply Gas in certain Events at Request of Owner or Occupier.

54. 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 so much of the Service Pipe as shall be necessary to communicate between the Main Pipe of the Company and the 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 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 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 Five Pounds.

Security for Payment of Rate.

55. Any Person requesting to have a Supply of Gas from the Company shall, if and when so required in Writing by the Company, 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

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.

56. Where any Person and the Company do not agree on the Security to be given the same shall be determined by a Justice; 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 Centum per Annum* from such Time as the Justice determines.

Limiting the Price of Gas.

57. 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 *per* Thousand Cubic Feet.

Incoming Tenant not liable to pay Arrears of Gas Rent.

58. In case any Consumer of the Gas of the Company shall leave the Premises where such 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 such Premises the Payment of the Arrears left unpaid by the former Tenant, unless such incoming Tenant shall have undertaken with the former Tenant to pay or exonerate him from the Payment of such Arrears.

Power to the Company and others to contract for ligh in Streets, &c.

59. It shall be lawful for the Company or their Directors, and the Improvement Commissioners acting under the *Peterborough* Improvement Act, 1850, and any Surveyors of Highways, Waywardens, Trustees of Turnpike Roads, or other Persons having the Control, Direction, or Management of any Highway, Road, Street, or Bridge within the Limits of this Act, or the lighting thereof, from Time to Time to enter into or make and carry into effect Contracts and Agreements for lighting and supplying the same or any Part thereof with Gas, and for providing the same with Lamp Pillars and Posts, Lamp Brackets, Meters, Lamps, Glasses, and all Things incidental to lighting, and for the Repair thereof respectively, and for performing all Acts and Services incidental to lighting, and also from Time to

Time to make and enter into any Contract or Agreement with any Body or Persons having the Control or Management or the lighting of any Cathedral, Church, Chapel, Shop, Inn, Tavern, Dwelling House, Manufactory, Bridge, Railway, Railway Station, Warehouse, Market, Workhouse, Jail, or other public or private Building or Place within such Limits for lighting and supplying the same with Gas, and for supplying all Things and repairing the same, and performing all Acts, incidental to lighting, in such Manner, under such Conditions, and upon such Terms as shall be mutually agreed upon.

Company to supply Gas to public Lamps on Request of Local Authority.

60. It shall be lawful for the Inhabitants of any Parish or Part of a Parish within the Limits of this Act in Vestry assembled, by Resolution duly passed, to agree with the Company for the Supply of such and so many public Lights within such Parish or Part of a Parish, and of the necessary Lamp Pillars and Posts, Brackets, Meters, Lamps, Glasses, and other Things incidental to lighting, and for the Repairs thereof, and for the Performance of all Acts and Services incidental to lighting, as at such Vestry Meeting shall be determined, and to define and determine the Amount of Money to be levied in Payment of the same, and thereupon the Overseers of such Parish or Part of a Parish shall levy and raise the same Amount by Rate to be made over the whole of such Parish or Part of a Parish in the Manner and subject to the Restrictions prescribed by the Act of the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, Chapter Ninety, intituled *An Act to repeal an Act of the Eleventh Year of His late Majesty King* George *the Fourth, for the lighting and watching of Parishes in* England *and* Wales, *and to make other Provisions in lieu thereof.*

Quality of Company's Gas.

61. 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.

62. The Company shall, within Three Months after commencing to supply the Public with Gas, cause to be erected on some Part of 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.

63. It

As to testing the Quality of Gas.

63. It shall be lawful for the Board of the *Peterborough* Improvement Commissioners, on the Requisition in Writing of any Consumers of Gas of the Company, not being less than Five in Number, by Order in Writing, to appoint some competent Person or Persons 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 thereafter 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 Experiment to be paid according to Events.

64. 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 to the Company by the Persons signing the Requisition, and shall be paid or levied accordingly.

Miscellaneous.

Penalties not cumulative.

65. 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.

Debts, &c. may be recovered by Distress.

66. 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, or for the Sale, Hire, or fixing of Meters, Burners, Pipes, Lamps, Fittings, or other Things, or for the Repairs thereof, under or by virtue of the Provisions of this Act, shall neglect or refuse to pay the Amount due in respect thereof 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 of such Person, or in default of Appearance after the Proof of the Service of the Summons either

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.

67. 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.

68. 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 the Company.

69. Whenever any Person neglects to pay any 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 Rent or Sum.

Liability to Gas Rent not to disqualify Justice.

70. No Justice or Judge of any County Court or Quarter Sessions 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.

Expenses of Act.

71. 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 FIRST SCHEDULE referred to in the foregoing Act.

Lands belonging or reputed to belong to James Sawyer upon which his existing Gasworks have been erected, or adjoining to such Works, and situate in Boonfield in the Parish of Saint John the Baptist, Peterborough, near certain Roads or Streets called New Road, Thorney Road, and Saint John's Street, and which Lands are bounded as follows: on the North Side, East Side, South Side, and Parts of the West Side thereof, by Land belonging to the Honorable George Wentworth Fitzwilliam; on other Part of the West Side thereof by Land belonging to James Cole and Henry Peach and Jane his Wife, and by an Approach Road or Way leading from the present Gasworks to the New Road.

The SECOND SCHEDULE referred to in the foregoing Act.

Parish in which Lands are situate.	Description of Lands.
Peterborough in the County of Northampton.	A Piece of Land, on the deposited Plan numbered 1, belonging or reputed to belong to the Ecclesiastical Commissioners for England, and being Part of the Land known as Westwood Field, bounded on the North and East by Land belonging or reputed to belong to the said Ecclesiastical Commissioners, on the West by the Railway and Land of the Great Northern Railway Company, and on the South in part by a Strip of Land belonging or reputed to belong to the said Great Northern Railway Company adjoining Westwood Road, and on the remaining Part of the South by the said Westwood Road.

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