

ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

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the better supplying the Borough of Reading *in the County of* Berks, *and the Neighbourhood thereof, with Gas*, (in this Act called the Gas Company's Act,) the *Reading* Gaslight Company (in this Act called the Gas Company) were incorporated, for the Purpose of supplying Gas in the several Parishes or Places of *Saint Mary Reading*, *Saint Laurence Reading*, *Saint Giles Reading*, *Whitley*, *Sonning*, *Early*, and *Tilehurst*, in the County of *Berks*, and were authorized to raise a total Capital of Twenty thousand Pounds, in Shares of Ten Pounds each, and to borrow on Mortgage not exceeding Ten thousand Pounds, and to make and maintain Gasworks and to supply Gas accordingly: And whereas the Two Companies respectively have accordingly provided Gasworks, and they respectively supply Gas within the Limits of the recited Acts respectively: And whereas the *Union* Company have raised their whole Capital of Ten thousand Pounds by Shares, and their Mortgage Debt is Two thousand Pounds, and they have invested out of their divisible Profits upwards of Two thousand five hundred Pounds in permanent Works: And whereas the Gas Company raised a Capital of Ten thousand one hundred and ninety Pounds by Shares, but they have lately bought and cancelled Shares thereof to the nominal Amount of One hundred and ninety Pounds, thereby reducing the nominal Amount of their Capital to Ten thousand Pounds, and their Mortgage Debt is Six thousand Pounds, and they have invested out of their divisible Profits upwards of Two thousand five hundred Pounds in permanent Works: And whereas the Two Companies are desirous, and it is expedient that they be amalgamated into One Company, in accordance with the Provisions of this Act: And whereas it is expedient that the Limits within which the Company formed by the Amalgamation may supply Gas be extended: And whereas it is expedient that the recited Acts be repealed, and Parts thereof be re-enacted, with Amendments: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore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 for all Purposes be cited as "*Reading* Gas Act, 1862."

8 & 9 Vict. c. 18, 10 & 11 Vict. c. 15, and 23 & 24 Vict. c. 106 incorporated.

2. "The Companies Clauses Consolidation Act, 1845," except Section 122 thereof, and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Gasworks Clauses Act, 1847," (save so far as any of the Sections and Provisions of those Acts respectively are excepted or varied by this Act,) are incorporated with this Act; provided that this Act shall not authorize the Purchase of any Lands otherwise than by Agreement.

3. The

Same Meanings of Words in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; provided that the Expressions "the Undertaking" and "the Works" in "The Gasworks Clauses Act, 1847," include, for the Purposes of this Act, all the Works by this Act authorized to be maintained and to be made and maintained respectively; provided that the Words "Shares" and "Shareholders," in any of the Acts incorporated with this Act, and in this Act respectively, extend to and include "Stock" and "Stockholders."

"Local Board."

4. The Expression "Local Board" in this Act means the Local Board of Health for the District of the Borough of *Reading*.

Limits of Act.

5. This Act may and shall be put in force within the following Limits; (that is to say,)

The Borough of *Reading*, and the several Parishes or Places of *Sonning*, *Earley*, *Whitley*, *Southcot*, and *Tilehurst*, all in the County of *Berks*; and *Caversham* and *Sonning*, in the County of *Oxford*.

Commencement of Act.

6. This Act shall commence and have Effect on and after the Thirtieth Day of *September* One thousand eight hundred and sixty-two.

Recited Acts repealed.

7. On the Commencement of this Act, but subject to the Provisions thereof, the recited Acts are by this Act repealed.

The Reading Gas Company incorporated.

8. The several Persons who immediately before the Commencement of this Act were the Shareholders of the *Union* Company and the Gas Company (in this Act called the Two Companies) respectively, and all other Persons who hereafter become entitled to Shares of the Capital of the Company by this Act incorporated, and their Executors, Administrators, Successors, and Assigns, respectively, are by this Act united into One Company, by the Name of "The *Reading* Gas Company," (in this Act called the Company,) and by that Name shall be One Body Corporate, with perpetual Succession, and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and to make and maintain Gasworks, and to manufacture Gas, and to supply Gas for public and private Purposes, and to provide and supply Gas Fittings and Gas Meters, and to manufacture, deal with, sell, and dispose of Coke and other Residuum and Products arising from the Manufacture of Gas, and to carry on all the Business of a Gaslight and Coke Company, and in all other respects to carry this Act into execution.

Gasworks and Property of Union

9. On the Commencement of this Act the several Undertakings, and all the Gasworks, Buildings, Mains, Pipes, Meters, Plant, Works, and Conveniences,

Company and Gas Company vested in Company.

Conveniences, Lands, Estates, Moneys, Property, and Effects, Choses in Action, Claims, and Demands whatsoever of or to which the Two Companies respectively were, by virtue of the recited Acts respectively or otherwise howsoever, immediately before the Commencement of this Act, seised or possessed, or in any way entitled, at Law or in Equity, or otherwise howsoever, with the Appurtenances, are by this Act vested in the Company as their Undertaking, Gasworks, Property, and Effects, but subject to any Arrangements between the Two Companies with respect to the Disposal and Application of any of their respective Chattels and Moneys.

Company to represent the present Companies.

10. From and after the Commencement of this Act, and except only as is by this Act otherwise expressly provided, the Company shall to all Intents represent the Two Companies respectively, as if the Two Companies and the Company had originally been and had continued without Intermission to be one and the same Body Corporate.

Company to discharge Liabilities of present Companies.

11. From and after the Commencement of this Act, and except only as is by this Act otherwise expressly provided, the Company shall be subject to and shall satisfy or discharge all Obligations and Liabilities to which the *Union* Company and the Gas Company respectively immediately before the Commencement of this Act were or but for this Act would become subject, and shall bear and pay all the Expenses of and incident to the winding-up of the Affairs of the Two Companies respectively, and shall indemnify their respective Directors, Shareholders, Officers, and Servants, and their respective Representatives, from all such Obligations, Liabilities, and Expenses, and all Expenses, Claims, and Demands in that Behalf.

General Saving of Rights under recited Acts.

12. Notwithstanding the Repeal of the recited Acts, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done, suffered, and confirmed respectively under or by the recited Acts respectively shall be as valid as if the Repeal had not happened; and the Repeal and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if the Repeal had not happened would be incident to and consequent on any and every thing so done, suffered, and confirmed respectively; and with respect to all such Things so done, suffered, and confirmed respectively, and all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents represent the Two Companies, provided that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act.

13. Not-

Provisions of other Acts continued.

13. Notwithstanding the Repeal of the recited Acts, all the Provisions of any and every Act of Parliament (other than the repealed Acts) relating to the Two Companies or either of them, and their respective Directors, Officers, and Servants respectively, and on the Commencement of this Act in force, shall, so far as the same are not inconsistent with this Act, be of the like Force as if the Repeal had not happened, and may be exercised, enforced, and enjoyed by and against the Company and their Directors, Officers, and Servants respectively accordingly.

Conveyances, Contracts, &c., preserved.

14. Notwithstanding the Repeal of the recited Acts, all Purchases Sales, Conveyances, Securities, Agreements for the Supply of Gas and Meters, and for Permission to lay Pipes in Lands, and all Contracts before the Commencement of this Act, made under the repealed Acts or either of them, or with reference to the Purposes thereof or to the Business of the Two Companies respectively, shall be as effectual to all Intents, for, against, and with respect to the Company, as if the same had been made by, to, or with respect to the Company, instead of the Two Companies, or either of them, and may be proceeded on and enforced in like Manner, to all Intents, as if the Company had been party or privy thereto, or referred to therein, instead of the Party actually party or privy thereto, or referred to therein.

Certificates, &c., of Shares and Debentures to remain in force.

15. Notwithstanding the Repeal of the recited Acts, all Certificates, Sales, Transfers, and Dispositions before the Commencement of this Act made or executed under the recited Acts or either of them, of or with respect to any Shares of the respective Capitals of the Two Companies, and all Mortgages, Bonds, or Debentures granted by the Two Companies respectively, and on the Commencement of this Act in force, shall, for the Purposes of this Act, remain in full Force, and continue to be available in all respects.

Debts to be paid.

16. Notwithstanding the Repeal of the recited Acts, all Persons who immediately before the Commencement of this Act owed any Money to the Two Companies respectively, or to any Person on their respective Behalf, shall pay the same to the Company; and all Monies which immediately before the Commencement of this Act were owing by or recoverable from the Two Companies respectively, or for the Payment of which they were or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

Actions, &c. not to abate, &c.

17. Notwithstanding the Repeal of the recited Acts, any Action, Suit, Prosecution, or other Proceeding, commenced either by or against the Two Companies respectively before the Commencement of this Act, shall not abate or be discontinued or prejudicially affected by this Act, but on

the contrary shall continue and take effect both in favour of and against the Company, in the same Manner to all Intents as if this Act were not passed, save only that the Company shall be substituted therein for the Two Companies.

Penalties to be recoverable.

18. Notwithstanding the Repeal of the recited Acts, all such Penalties, Damages, Moneys, Costs, and Expenses as in case the Repeal had not happened would under the recited Acts respectively be or become payable to or recoverable by any Person shall, after the Commencement of this Act, be payable by and recoverable in like Manner and by like Ways and Means as if the Repeal had not happened.

Resolutions, &c. continued.

19. Notwithstanding the Repeal of the recited Acts, all Resolutions, Orders, and Proceedings of General Meetings and Boards of Directors which immediately before the Commencement of this Act were binding on the Two Companies respectively, or their respective Shareholders, Directors, Officers, or Servants, or any of them, shall continue in full force, and be in like Manner binding on the Company, and their Shareholders, Directors, Officers, and Servants accordingly.

Books to be Evidence.

20. Notwithstanding the Repeal of the recited Acts, all Books, Writings, and Documents by the repealed Acts respectively directed or authorized to be kept or made, and which if the Repeal had not happened would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

Officers continued.

21. Notwithstanding the Repeal of the recited Acts, every Officer and Servant appointed by virtue of or acting under the repealed Acts respectively shall hold and enjoy his Office and Employment, with the Salary thereto annexed, and be deemed an Officer and Servant of the Company, until the first Meeting of Directors which shall be held next after the Ordinary Meeting of the Shareholders in the Month of *February* One thousand eight hundred and sixty-three.

First and other Meetings.

22. The First Ordinary Meeting of the Company shall be held within Six Months after the Commencement of this Act, and the subsequent Ordinary Meetings shall be held half-yearly, in the Months of *February* and *August* in every Year, and the General Meetings shall be held at *Reading*, or at such other Place within the Limits of this Act as the Directors from Time to Time appoint.

Books of Company to be balanced.

23. The Books of the Company shall be balanced up to the Thirtieth Day of *June* and the Thirty-first Day of *December* in every Year.

Matters to be included in yearly Account.

24. The yearly Account in Abstract to be furnished by the Company to the Clerk of the Peace shall, in addition to the other Matters required

to

to be comprised therein, specify precisely the Amount of the paid-up Capital of the Company, and of the Money borrowed, and the Rates of Dividend and Interest paid thereon respectively.

Ordinary Meetings with Special Notice of Business to be deemed extraordinary Meetings for that Business.

25. Where by the Notice convening an Ordinary Meeting of the Company Notice is given to the Shareholders of any special Business to be transacted or discussed at the Meeting, the Meeting shall for the Purposes of this Act be deemed with respect to that Business to be an Extraordinary or Special Meeting of the Company, or a General Meeting specially convened for the Purposes of that Business.

Number, &c., of Directors.

26. From and after the First Ordinary Meeting of the Company the Number of Directors shall be Nine, and the Qualification for a Director shall be the Possession in his own Right of Shares or Stock, or both, of the nominal aggregate Amount of One hundred Pounds.

Power to vary Number of Directors.

27. The Company from Time to Time may increase and reduce the Number of Directors, but not below Five, nor above Nine.

Quorums.

28. The Quorum of a Meeting of Directors shall be Five, or, if the Number of Directors be reduced to Five, shall be Three, and the Quorum of a Committee of Directors shall be so many as the Directors at the Time of appointing the Committee determine.

First Directors.

29. The several Persons who on the Commencement of this Act are the respective Directors of the Two Companies shall be the first Directors of the Company, and they shall continue in Office until the Close of the First Ordinary Meeting of the Company, when they shall retire from Office, and at that Meeting Nine Directors shall be elected, a Director appointed by this Act being, if qualified, eligible to be elected by the Meeting.

Newspaper for Advertisements.

30. The Newspaper in which Advertisements relating to the Affairs of the Company may be published shall be any Newspaper published in the Borough of *Reading*.

Capital.

31. The Capital of the Company shall be Forty thousand Pounds, consisting of the following Particulars; (that is to say,)

	£.
Stock created by this Act to bear not exceeding Eight Pounds *per Centum per Annum* Dividend - -	20,000
Stock created by this Act to bear not exceeding Five Pounds *per Centum per Annum* Dividend - -	5,000
Shares to be created under this Act to bear not exceeding Seven Pounds *per Centum per Annum* Dividend -	15,000
	£ 40,000

32. The

Prescribed Rates of Dividend on Stock and Shares.

32. The prescribed Rates of Profits under the Provisions, "with respect to the Amount of Profit to be received by the Undertakers when the Gasworks are carried on for their Benefit," of "The Gasworks Clauses Act, 1847," are as follows:

On the Twenty thousand Pounds Stock, Eight Pounds *per Centum per Annum:*

On the Five thousand Pounds Stock, Five Pounds *per Centum per Annum:*

On the Amount from Time to Time paid up in respect of the Fifteen thousand Pounds Capital, Seven Pounds *per Centum per Annum:*

And if a larger Dividend shall be at any Time necessary to make up the Deficiency of any previous Dividend which shall have fallen short of the prescribed Rate, such Deficiency shall not be made up at any Time after the Expiration of Two Years from the Period when the same occurred.

Stock vested in Union Company's Shareholders.

33. Ten thousand Pounds Stock, Part of the Twenty thousand Pounds Stock by this Act created, and Two thousand Five hundred Pounds Stock, Part of the Five thousand Pounds Stock by this Act created, are by this Act respectively appropriated to and vested in the several Persons who immediately before the Commencement of this Act were the registered Holders of the Five hundred Shares of Twenty Pounds each of the *Union* Company's Capital of Ten thousand Pounds, and each of those Sums of Ten thousand Pounds Stock and Two thousand five hundred Pounds Stock is so appropriated to and vested in them respectively in rateable Proportion to their respective Shares of the *Union* Company's Capital.

Stock vested in Gas Company's Shareholders.

34. Ten thousand Pounds Stock Residue of the Twenty thousand Pounds Stock by this Act created, and Two thousand five hundred Pounds Stock Residue of the Five thousand Pounds Stock by this Act created, are by this Act respectively appropriated to and vested in the several Persons who immediately before the Commencement of this Act were the registered Holders of the One thousand Shares of Ten Pounds each of the Gas Company's Capital of Ten thousand Pounds, and each of those Sums of Ten thousand Pounds Stock and Two thousand five hundred Pounds Stock is so appropriated to and vested in them respectively in rateable Proportion to their respective Shares of the Gas Company's Capital.

Stock vested to be deemed fully paid up.

35. All the Stock by this Act appropriated to and vested in the Holders of the Shares of the respective Capitals of the *Union* Company and the Gas Company shall be deemed to be fully paid-up Stock.

Stock so vested to be subject to same Trusts as present Shares.

36. All Persons to and in whom any Portions of Stock are by this Act appropriated and vested shall be possessed of and entitled to the Portions of Stock appropriated and vested respectively, upon the same Trusts,

Trusts, and subject to the same Powers, Provisions, Charges, and Liabilities as the Powers, Provisions, Charges, and Liabilities upon and to which their respective Shares of the *Union* Company's Capital, or, as the Case may be, of the Gas Company's Capital, in respect whereof the Portions of Stock are so appropriated and vested were immediately before the Commencement of this Act subject; and the Portions of Stock so appropriated and vested shall accordingly pass or be affected by any Will or other Instrument disposing of or affecting those Shares of the *Union* Company's Capital, or, as the Case may be, of the Gas Company's Capital.

Company to issue Certificates of Stock.

37. The Company from Time to Time, when thereunto requested, shall issue to the Holders of the Portions of Stock by this Act appropriated and vested Certificates thereof.

Company not bound to issue Certificates till old ones are delivered up.

38. Provided that the Company shall not be bound to issue to the Holder of any Portion of Stock by this Act appropriated and vested any Certificate thereof unless or until he deliver to the Company to be cancelled, or show to the Satisfaction of the Directors, the Loss or Destruction of the Certificate of the Share of the *Union* Company's Capital, or, as the Case may be, of the Gas Company's Capital, in respect of which the Portion of Stock is so appropriated and vested.

Company may require Certificates to be exchanged.

39. The Company, if and when they think fit, may require the several Holders of the Portions of Stock by this Act appropriated and vested to exchange their respective Certificates of the Shares of the *Union* Company's Capital, or, as the Case may be, of the Gas Company's Capital, for Certificates of the Portions of Stock appropriated and vested in respect thereof.

Old Certificates available until new Certificates issued.

40. Until the Company issue a Certificate of a Portion of Stock so appropriated and vested, the Certificates of the Shares of the *Union* Company's Capital, or, as the Case may be, of the Gas Company's Capital, in respect of which the Portion of Stock is so appropriated and vested, shall be available for evidencing the Ownership of the Portion of Stock so appropriated and vested.

Power to raise Capital by new Shares.

41. The Company from Time to Time may, subject to the Provisions of this Act, raise by the Creation and Issue of new Shares the Capital of Fifteen thousand Pounds by this Act created.

Power to issue Shares as preferential Shares.

42. Subject to the Provisions of this Act, the Company from Time to Time, with the Approbation of Three Fifths at least of the Votes of the Shareholders present in Person or by Proxy at any General Meeting held for that Purpose, may create and issue any of the new Shares either of one Class and with like Privileges, or of several Classes and with different

different Privileges, and respectively with any fixed, fluctuating, contingent, preferential, perpetual, terminable, or other Dividend, not exceeding, in respect of such Preference Shares, the Rate of Six Pounds *per Centum per Annum*, as the Company from Time to Time think fit, and may from Time to Time fix as they think fit the Amounts and Times of Payment of the Calls on the new Shares: Provided always, that all the Shares of the same Class shall be of the like Amount, and all the Shares of the same Class shall confer like Privileges and bear like Dividend.

Preferential Shares not to carry Arrears beyond One Year.

43. If in any Year ending with the Thirty-first Day of *December* there are not Profits of the Company available for the Payment of the full Amount of the preferential Dividend for that Year on any of the new Shares, the Deficiency shall not be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Saving existing Preferences.

44. Provided that any Preference or Priority in Payment of Dividend granted in respect of any Share created under this Act shall not prejudice or affect any Preference or Priority in Payment of Interest or Dividend on any other Shares theretofore granted by the Company under this Act.

Power to cancel unissued Shares.

45. If after having created any new Shares the Company determine not to issue the whole of the Shares created they may cancel the unissued Shares.

Power to cancel forfeited Shares.

46. Where any Share of the Capital of the Company is declared forfeited, and the Forfeiture is confirmed by a General Meeting of the Company, in accordance with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845," and Notice of the Forfeiture is given by Advertisement in the *London Gazette*, and in some *London* Daily Morning Newspaper, and if the Company are unable to sell the Share for a Sum equal to the Arrears of Calls, and Interest and Expenses due in respect thereof, then and in every such Case, at any General Meeting of the Company held after an Interval of at least Two Months after the Notice is given, and if Payment of all Arrears of Calls, with the Interest due thereon, and all Expenses, be not made by the registered Holder of the Share before the Meeting is held, the Company may resolve that the Share, instead of being sold, shall be cancelled, and the Share shall thereupon be cancelled accordingly.

Evidence for Cancellation.

47. A Declaration in Writing made by some credible Person before a Justice, stating that a Sum of Money sufficient to pay the Arrears of Calls, Interest, and Expenses due in respect of the Share could not be obtained for the same on the Stock Exchange of the City of *London* at the Time of the Cancellation thereof, shall be Evidence of the Fact therein stated.

48. When

Shareholders liable to pay Calls, &c. notwithstanding Cancellation.

48. When it is so resolved that any Share shall be cancelled, the Owner thereof, from and after the passing of the Resolution, shall be precluded from all Right and Interest therein; but the Cancellation of any Share shall not affect the Liability of the last registered Holder thereof to pay to the Company the Arrears of Calls and Interest due in respect of the Share at the Time of the Cancellation thereof, or the Powers of the Company to enforce Payment thereof by Action or other legal Proceeding.

Value of Share to be deducted.

49. Provided that the Value of the Share at the Time of the Cancellation thereof shall be deducted from the Amount so then due; provided also, that if Payment of all Arrears of Calls, Interest, and Expenses due in respect of the Share be made before the Meeting for confirming the Forfeiture is held the Share shall revert to the Person to whom it belonged at the Time of the Forfeiture thereof, and shall be re-entered on the Register accordingly.

Power to Company to cancel forfeited Shares, with Consent of Holders.

50. Where any Share of the Capital of the Company is declared forfeited, or where any Sum payable on any Share remains unpaid, the Company, with the Consent in Writing of the registered Holder of the Share, and with the Sanction of a General Meeting, may resolve that the Share shall be cancelled, and immediately thereupon the Share shall be cancelled, and all Liabilities and Rights with respect to the Share shall thereupon be absolutely extinguished; but no Money shall be paid by the Company for any such Cancellation.

Power to Company to issue Shares instead of cancelled Shares.

51. Where the Company under any of the Provisions of this Act cancel any Share, they from Time to Time thereafter may create and issue under this Act, instead of the cancelled Shares, other Shares of an aggregate Amount not exceeding the Amount of what remained unpaid on the cancelled Shares.

Shares to be offered by Public Auction;

52. The Company shall, when any new Shares created under this Act are to be issued, offer the same for Sale by Public Auction within the Borough of *Reading* in such Manner, at such Times, and subject to such Conditions of Sale, not inconsistent with the Provisions of this Act, as the Company determine; provided that at any such Sale the reserved Price shall not be less than or exceed the nominal Value of the Shares offered for Sale.

And advertised.

53. The Intention to sell any such Shares by Auction shall be duly advertised for Three successive Weeks previously to the Sale in some Newspaper published in the Borough of *Reading*.

Monies received to be applied to Purposes of Company.

54. All Monies received upon every such Sale by way of Premium shall be applied for the Purposes of the Company, and shall not be considered a Part of the Capital of the Company entitled to Dividend.

55. When

When Shares not sold, to be offered to Shareholders.

55. When any of such new Shares have been offered for Sale by Auction and not sold, the same shall be offered to the then Shareholders at Par, and in proportion as near as may be to the Amount of Capital in the Company then held by the Shareholders respectively.

Offer to be made by Letter.

56. Every such Offer of Shares shall be made by Letter, under the Hand of the Treasurer or Secretary of the Company, given to every Shareholder, or sent to him by Post, addressed to him according to his Address in the Shareholders Address Book, or left for him at his usual or last known Place of Abode in *England*, and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in due Course of the Post ought to be delivered at the Place to which it is addressed.

Shares to vest in accepting Shareholders.

57. The Shares so offered shall vest in and belong to the Shareholders who accept them or their Nominees.

Disposal of unaccepted Shares.

58. If any Shareholder fail for One Month after the Offer of Shares to accept them, the Company may dispose of the unaccepted Shares, by Public Auction or Private Contract, to any other Persons, in accordance with the Provisions of this Act.

Enlargement of Time for accepting Shares.

59. Provided that where any Shareholder, from Absence abroad or other Cause satisfactory to the Directors, omits to signify within the Time by this Act limited his Acceptance of the Shares so offered to him, the Directors, if they think proper but not otherwise, may permit him to accept them notwithstanding the Time has elapsed.

Disposal of Shares for Extinction of Debt.

60. For the Purpose of the Extinction or Reduction of Debts or Discharge of Liabilities of the Company, they from Time to Time, with the Sanction of a General Meeting specially convened for the Purpose, may, in manner and subject to the Provisions of this Act, dispose of and issue all or any of the Shares as they think fit, and may apply the Monies raised by means thereof in or towards the Extinction or Reduction of Debt or Discharge of Liabilities accordingly.

General Power to dispose of new Shares.

61. Except as is by this Act otherwise provided, and subject to the Provisions of this Act, the Company from Time to Time may dispose of the new Shares at such Times, to such Persons, in such Manner, and on such Terms and Conditions as the Company think fit.

Incidents of Capital.

62. Except as is by this Act otherwise provided, all the Portions of Stock and Shares of the Company's Capital, and the Holders of the same respectively, shall be subject and entitled to like, or like proportionate Powers, Provisions, Liabilities, Forfeitures, Conditions, Rights, Privileges, and Incidents, and those Portions of Stock and Shares respectively shall confer

confer on the Holders thereof respectively Rights of voting and Qualification in proportion to the nominal Amount thereof respectively.

Dividends on Stock and Shares.

63. The several Persons from Time to Time registered as the Holders of the Portions of Stock and Shares of the Company's Capital shall be entitled to Dividends at the Rates payable thereon proportioned to the Amount from Time to Time paid up thereon, or in accordance with this Act deemed to be paid up thereon.

Votes.

64. For the Purpose of voting, the Amount of Capital of the Company, represented by all the Stock, or by all the Shares, or by all the Stock and all the Shares, held by any registered Holder thereof shall be considered as divided into so many Ten Pound Shares as that Amount will admit, and the Right of voting of every registered Holder shall be determined by the Number of Ten Pound Shares (rejecting Fractions) into which the Amount of Capital from Time to Time so held by him is capable of being divided.

Receipts for Minors, &c.

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

Power to borrow on Mortgage.

66. The Company may from Time to Time borrow and reborrow on Mortgage any Sums which (inclusive of so much of the Mortgage Debts of the *Union* Company and the Gas Company respectively as is from Time to Time undischarged) do not exceed in the whole Ten thousand Pounds: Provided, that the Company shall not borrow any Sum exceeding Eight thousand Pounds until the whole of the additional Capital of Fifteen thousand Pounds by this Act authorized to be raised by new Shares is subscribed for or taken, and One Half thereof is actually paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that the said Sum of Fifteen thousand Pounds is subscribed for or taken, and is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable; and provided that nothing in this or the incorporated Acts contained shall authorize the Company to raise the said Sum of Ten thousand Pounds, or any Part thereof, by creating new Shares of the Company instead of borrowing the same, or having borrowed the same to continue at Interest only a Part of the said Sum and to raise Part thereof by creating new Shares.

Power to Company to reborrow.

67. The Company from Time to Time may reborrow under this Act, as Part of the Moneys by this Act authorized to be borrowed, all or any Part of the Amount of the Mortgage Debts of the *Union* Company and the Gas Company respectively.

Priority of existing Mortgages of present Companies.

68. All Mortgages before the Commencement of this Act granted by the *Union* Company and the Gas Company respectively, and on the Commencement of this Act in force, shall during the Continuance thereof respectively, and with respect to the Property comprised therein, have Priority over all Mortgages granted by the Company under this Act.

Receiver for Mortgagees.

69. The Mortgagees of the Company under this Act may enforce the Payment of the Arrears of Interest or of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is One thousand Pounds.

Application of Monies.

70. All and every Part of the Monies from Time to Time raised by the Company by Shares and by borrowing under this Act shall be applied only for Purposes by this Act authorized.

Power to Company to maintain Gasworks of present Companies.

71. The Company may maintain and use for the Purposes of this Act the Gasworks and Lands which immediately before the passing of this Act belonged to the Two Companies respectively, and which by this Act are vested in the Company, those Gasworks and Lands being the following; (that is to say,) the Gasworks and Land belonging to the *Union* Company, being situate in the Parish of *Saint Giles, Reading*, adjoining to the River *Kennet*, and bounded Northwardly by that River, Southwardly by the *King's Road*, Eastwardly by Land of *William Palmer*, and Westwardly by Land in the Occupation of Messieurs *Huntley* and *Palmer*, and the Gasworks and Land belonging to the Gas Company, being situate in the Parish of *Saint Giles, Reading*, adjoining to the River *Kennet*, and bounded Northwardly by *Simonds' Ditch*, dividing the Parish of *Saint Giles* from the Parish of *Saint Mary, Reading*, Southwardly by the River *Kennet*, Eastwardly by a Stream running into that River, and Westwardly by a narrow Strip of Ground abutting on a Wharf belonging to the Gas Company.

Power to Company to improve the Gasworks.

72. The Company, from Time to Time, may improve and enlarge those Gasworks respectively, and erect and provide all necessary and proper Buildings, Machinery, Apparatus, and Conveniences connected therewith on those Lands respectively, as the Company from Time to Time think requisite, and may maintain, improve, alter, pull down, and re-erect any of their Works and Conveniences.

Power to Company to lay down Gas Mains, &c.

73. The Company may continue and maintain the Gas Mains and Pipes by this Act vested in them, and from Time to Time may lay down and renew Gas Mains, Gas Pipes, and other Works for the Supply of Gas within the Limits of this Act, and for that Purpose, and subject to the Provisions of this Act, may open, break up, cross, divert, and stop up, when and as it is requisite for the Purposes of this Act with respect to the Supply of Gas so to do, any Streets within the Limits of this Act, and

and may do all other Things necessary for supplying Gas within the Limits of this Act.

Power to Company to contract with public Bodies, &c. for Supply of Gas.

74. The Company from Time to Time may, subject to the Provisions of this Act, enter into and carry into effect all such Contracts with Corporations, Public Bodies, Commissioners, Companies, and Persons with respect to a supply of Gas or Fittings or Meters by the Company, and on such Terms and Conditions as they think fit.

As to lighting public Lamps.

75. The Company, at their own Expense, shall, whenever so required by the Local Board of Health for the District of the Borough of *Reading* (in this Act called the Local Board), provide, lay down, renew, and maintain all Main and Service Pipes, and other Apparatus necessary for the Purpose of and in a proper Manner conveying Gas for lighting the public Lamps from Time to Time required by the Local Board to be lighted in the Streets within the Borough of *Reading*, those Main and Service Pipes and other Apparatus to be constructed of the best Materials, and so as not to suffer any Interruption of the proper Supply of Gas.

Power to Company to set up Lamps.

76. The Company, at their own Expense, shall, whenever and at such Places within the Borough of *Reading* as the Local Board require, erect, set up, and fix all such Lamps, Lamp Posts, Brackets, and Irons as the Local Board provide, and shall from Time to Time, on Request of the Local Board, remove or alter the Situation of the Lamps respectively, and shall provide and furnish the Lamps with proper and sufficient Service Pipes, Stop Cocks, and all other Apparatus except Burners, necessary for the proper lighting thereof, or for communicating with the Company's Mains or Pipes: Provided that where any Removal or Alteration of a then existing Lamp does not involve an Increase of the Number of Lamps, the Local Board shall pay the Cost of the Labour employed in making the Removal or Alteration, but of the Labour only.

Local Board to provide their own Lamps.

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

Company to light Lamps.

78. The Company shall, when required by and at the Expense of the Local Board, light and extinguish the public Lamps from Time to Time required by the Local Board to be lighted, and upon such Terms and Conditions as to the Expense to be charged for the same and otherwise as shall from Time to Time be agreed upon between the Local Board

and

and the Company, or in default of Agreement as shall be settled by Arbitration as provided by this Act.

Company to supply Gas to public Lamps, when required by Local Board of Health.

79. The Company shall at all Times well and effectually supply with Gas all and every of the public Lamps in Streets within the Borough of *Reading* which the Local Board from Time to Time may require to be lighted, and shall, according to the Terms and Provisions of this Act, supply to the said Lamps, at a Rate not exceeding the Rate by this Act limited for Gas supplied to public Lamps, so much Gas as the Local Board may require: Provided that the Company shall not be compelled to light any Street with Lamps at a Distance from each other greater than Eighty Yards.

Penalty for Failure to supply Gas to public Lamps.

80. If and whenever the Company wilfully fail to supply Gas as by this Act required to all or any of the public Lamps they shall, on a summary Conviction before Two Justices, forfeit and pay to the Local Board such a Sum, not exceeding Twenty Pounds for every Offence, as the Justices think fit, and a further Penalty not exceeding Five Pounds for every Day after such Conviction during which the Offence continues.

Company to supply Gas in certain Event, on Request of Owners or Occupiers.

81. The Company, at the Request of any Owner or Occupier of any House, Part of a House, Factory, or other Premises within Fifty Yards of which any Main Gas Pipe of the Company is then laid, shall furnish to him a sufficient Supply of Gas for the Premises at a Rate not exceeding the Rate by this Act limited, and in order thereto shall provide and lay all proper and sufficient Communication, Service, and other Pipes from and communicating with the Main up to the Premises; and if the Company fail to supply the Gas to him within a reasonable Time after such Request, then and in every such Case, on Proof before any Two Justices of the Failure, the Company shall forfeit such Sum not exceeding Twenty Pounds as the Justices think fit: Provided that the Company shall not be bound to supply any Gas under the foregoing Provision unless the Party requiring it contract for not less than Two Years to pay Gas Rates in respect of the Supply to an Amount equal to Ten Pounds *per Centum per Annum* upon the Outlay of the Company: Provided also, that the Expense of laying all necessary Service Pipes beyond Sixty Feet from the Main shall be borne by the Person so requiring the same to be laid, and the estimated Cost thereof if required by the Company shall be paid by him in Advance, and in case of Difference between him and the Company as to the Cost the same shall be settled by a Justice: Provided also, that nothing in this Act shall render it compulsory upon the Company to lay any Service Pipes in private Property, or to supply Gas where it would be necessary to lay the Service Pipe in private Property and it is not laid by the Person requiring the Supply and made available for the Purpose of the Supply.

82. Any

Security for Payment of Rate.

82. Any Person having or requesting to have a Supply of Gas from the Company shall, if and when so required in Writing by them, and before he is entitled to have the Pipes provided and laid, or to have a Supply of Gas provided or continued, 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; but the Company shall not at any Time be entitled to discontinue the Supply of Gas to any Person then having a Supply until such Person shall have failed to give the Security for Seven Days after the same shall have been agreed on or determined as aforesaid, and the Company shall on a summary Conviction before a Justice forfeit and pay to such Person not exceeding Five Pounds for every Day during which such Supply shall be discontinued contrary to this Provision.

Justice may determine Nature of Security.

83. Where any such Person and the Company do not agree on the Security to be given the same shall be determined by a Justice, and any single Justice shall, on the Application of the Person and the Company, or either of them, determine the Nature and Amount of the Security to be given, and the Security may as the Justice thinks fit be the Deposit with the Company, or with any Person approved by the Justice, or the Prepayment to the Company of a Sum of Money, or any other Security which the Justice thinks sufficient and reasonable, and the Determination of the Justice shall be binding on all Parties; provided, that if the Security be the Deposit with the Company of a Sum of Money, the Company shall pay Interest thereon to the Consumer, at such Rate and for such Time as the Justice determines.

Penalty on Company for Failure of Supply.

84. If and whenever the Company, not being entitled to require or not having required any Security, wilfully fail for Seven Days after being thereunto required in Writing by any such Person, or when the Security agreed on or determined by the Justice is given, wilfully fail for Seven Days thereafter to provide and lay all proper and sufficient Communication Service and other Pipes, or to furnish a Supply of Gas pursuant to the Provisions of this Act, the Company shall on a summary Conviction before a Justice forfeit and pay to the Owner or Occupier not exceeding Five Pounds for every Day after the Expiration of Seven Days during which the Failure continues.

Directors may contract with Company.

85. Notwithstanding anything in this Act any Director may enter into Contracts with the Company with respect to a Supply of Gas or Meters, or with respect to the Purchase of any Product arising from the Manufacture of Gas; provided that no Director shall vote on any Contract in which he is interested either individually or by his Partner.

Limit of Price of Gas.

86. The highest Charge of the Company for Gas supplied by them shall not at any Time exceed the Rate of Six Shillings and Sixpence for One

One thousand Cubic Feet: Provided that the Charges for Gas supplied by them within the Borough of *Reading* shall not at any Time exceed the following Rates *per* One thousand Cubic Feet; (that is to say,)

	s.	*d.*
To Consumers of less than Ten thousand Cubic Feet half-yearly	5	0
To Consumers of Ten thousand but less than Twenty thousand Cubic Feet half-yearly	4	9
To Consumers of Twenty thousand but less than Forty thousand Cubic Feet half-yearly	4	6
To Consumers of Forty thousand Cubic Feet or upwards half-yearly	4	3
For Gas supplied to public Lamps	3	7

Illuminating Power of Gas.

87. 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 (the Model of which has been deposited with the Clerk to the Local Board and the Clerk of the Peace for the Borough of *Reading* respectively), and consuming Five Cubic Feet of Gas an Hour, a Light equal in Intensity to the Light produced by Twelve Sperm Candles, each burning One hundred and twenty Grains an Hour, and shall be so far free from Sulphuretted Hydrogen as not to discolour moistened Test Paper imbued with Acetate or Carbonate of Lead when this Test Paper is exposed for One Minute to a Current of Gas, and shall not contain more than Five Grains of Ammonia, or more than Twenty Grains of Sulphur in any Form in One hundred Cubic Feet of Gas: Provided that the Company and the Local Board may from Time to Time agree upon any other Mode or Test by which to ascertain the Illuminating Power or Purity of the Gas, or may vary the Amounts of Ammonia or Sulphur allowed, and the Company shall be liable during the Continuance of every such Agreement to have their Gas tested in the Manner prescribed by the Agreement instead of in the Manner by this Act prescribed.

Experimental Meter.

88. The Company, within Three Months after the passing of this Act, shall erect in some convenient Building to be provided by the Local Board, the Building to be agreed upon between the Company and the Local Board, or in case of Difference between them to be fixed by Two Justices upon the Application of either Party after Notice of the Application to the other Party, an Experimental Meter connected with a Main from the Company's Works, if but One, or from each of their Works if more than One, and furnished with an Argand Burner having Fifteen Holes, and a Seven-inch Chimney, similar in every respect to the Model deposited with the Clerk of the Local Board and the Clerk of the Peace for the Borough of *Reading* respectively, and with other proper and sufficient Apparatus for testing the Illuminating Power and Purity of the Gas, and the Company shall at all Times keep and maintain the

the Experimental Meter and Apparatus in good Repair and working Order.

Requisition to test Gas.

89. If and whenever any Justice receives a Requisition signed by the Clerk to the Local Board, or by Five or more Consumers of Gas supplied by the Company, complaining that the Gas supplied by them is not of the Illuminating Power or of the Purity by this Act prescribed, such Justice may by Order in Writing appoint some competent Person, not being a Member or Officer or Servant of the Company, to have Access to the Experimental Meter and other Apparatus, and make Experiments on the Illuminating Power and Purity of the Gas; and the Person so appointed shall be entitled to have such Access and to make the Experiments accordingly; and if and whenever it be proved to the Satisfaction of Two Justices, after Summons served upon the Company, that the Illuminating Power or Purity of the Gas supplied by them did not when so tested equal the Illuminating Power or Purity by this Act prescribed, or that the Company or any of their Officers in any way prevented or hindered the making of the Experiments, then the Company shall, upon summary Conviction before the Justices, forfeit such Sum not exceeding Twenty Pounds as the Justices determine: Provided that the Company shall not be liable in any Penalty if they shall prove to the Satisfaction of the Justices that the Defect in Illuminating Power or Purity arose from any Cause beyond the reasonable Control of the Company.

Justices may make Order.

90. Where on the Hearing, and whether or not the Company have appeared, it appears to the Justices that the Complaint or any Part thereof is well founded, they shall make an Order declaring that it is well founded, and ordering the Company to pay any Penalties thereby incurred, and to remove within a reasonable Time the Grounds of Complaint, and they may by the Order direct that any specific Acts shall be done by the Company for removing the Grounds of Complaint, and they may make any Order for the Payment of the Costs in accordance with the Provisions in that Behalf of this Act; and all Orders so made shall be final and binding on all Parties.

Company to remove Cause of Complaint.

91. When the Company are served with any Order so made they shall within the Time limited by the Order remove the Grounds of Complaint thereby declared to be well founded, and pay the Penalties and the Damages (if any) and Costs (if any) thereby ordered to be paid by them.

Costs of testing Gas to abide the Event.

92. In the event of any Penalty being imposed on the Company, then the Costs of all Parties of and attending the Testing of the Gas, including the Remuneration to be paid to the Person so testing the Gas and the Costs of the Proceedings before the Justices, shall be ascertained by the Justices, and shall be paid with the Penalty by the Company; but in the event of the Gas being found, when tested, to be of

not

not less Illuminating Power nor of less Purity than by this Act prescribed, then those Costs shall be ascertained by the Justices, and shall be paid by the Local Board, or by the Consumers signing the Requisition, as the Case may be, and in either Event the Costs so ascertained shall be paid or levied accordingly.

Pipes to be kept charged.

93. The Company, unless prevented by necessary Repairs or unavoidable Accidents, shall at all Times keep all their Main Pipes and Branch Communication and Service Pipes fully charged with Gas at a sufficient Pressure, and the Stop Cocks shall be so made and turned as not to prevent the Branch or Service Pipes being at all Times so charged.

Mode of consuming Gas supplied to public Lamps.

94. The Gas supplied to the public Lamps within the Borough of *Reading* shall be consumed either by Meter or otherwise, at the Option from Time to Time of the Local Board, and in case of its being consumed by Meter the Meters shall be provided by the Local Board at their Expense, but the Company shall not at any Time require that Meters be affixed to more than One Lamp in every Twelve Lamps then supplied with Gas under this Act.

For Settlement of Disputes between Local Board and Company.

95. If and whenever any Difference shall arise between the Company and the Local Board, either as to the Lamps to which Meters shall be attached or as to the Mode or Places of attaching the same, or as to the Number or Description of the Meters, or as to the Registration or taking the Registration of the Meters, or as to the Burners to be used at the Lamps, or as to the Expense to be charged by or paid to the Company for lighting and extinguishing the Lamps, or as to the Amount to be paid for Gas supplied to the Lamps, or with reference to any other Matter or Thing relating to the Supply of Gas to or the lighting of the public Lamps, the Subject in difference shall, except when otherwise provided by this Act, be settled by Arbitration under the Provisions in the Companies Clauses Consolidation Act, 1845, with respect to the Settlement of Disputes by Arbitration: Provided that upon any and every Arbitration as to the Amount to be paid for Gas supplied to the public Lamps, whether in conjunction or not with any other of the Matters aforesaid, and whether the Gas so supplied be or be not consumed by Meter, the Arbitrators or Umpire shall ascertain or estimate as nearly as may be the Quantity of Gas consumed or likely to be consumed by the public Lamps during the Period to which the Arbitration refers, and the Arbitrators or Umpire shall not fix or charge a higher Price for the Quantity of Gas so ascertained or estimated than after the Rate of Three Shillings and Sevenpence for One thousand Cubic Feet.

Meters.

96. Every Consumer of Gas supplied by the Company, other than the Local Board, shall, on being thereunto required by Notice in Writing from the Company, consume the Gas by Meter.

97. Subject

Meter Rents.

97. Subject to the Provisions of this Act, the Company may provide and supply Meters for the Consumption of Gas at such reasonable Rents or on such other Terms and Conditions as are from Time to Time agreed on between the Company and the Consumer.

Company to furnish Meters.

98. The Company shall, at their own Expense, provide and furnish to every Consumer of Gas other than the Local Board, when thereunto required by Notice in Writing from the Consumer, a Meter for the Measurement of the Gas supplied to him, which Meter shall have been duly stamped according to Law.

No Charge for same in certain Event.

99. No Charge by way of Rent or otherwise shall be made by the Company to any Consumer for the Use of any Meter provided by the Company in respect of any Half Year in which the Quantity of Gas consumed by the Meter exceeds Two thousand Cubic Feet.

Charge for Meter.

100. The Charge to be made by the Company to the Consumer for the Use of any Meter provided by the Company in respect of any Half Year in which the Quantity of Gas consumed by the Meter does not exceed Two thousand Cubic Feet shall not be more than after the Rate of Fifteen Pounds *per Centum per Annum* on the Outlay incurred by the Company in providing the Meter.

Consumer may provide his own Meter.

101. Every Consumer of Gas supplied by the Company shall be at liberty, at his own Expense, to provide his own Meter, the same being duly stamped according to Law.

Penalty for using Meter not duly stamped.

102. After Two Years after the Commencement of this Act no Meter shall be wilfully used for the Measurement of Gas supplied by the Company which is not duly stamped according to Law; and the Company and also every Person who shall after that Period wilfully use or permit to be used any Meter not so stamped, shall respectively, on summary Conviction before Two Justices, forfeit such a Sum not exceeding Five Pounds as the Justices determine; and any Contract, Bargain, or Sale made with reference to any Meter not so stamped shall be void; and every Meter so used not having been so stamped shall, on being discovered by any Inspector of Gas Meters lawfully acting in that Behalf, be seized, and on Conviction of the Person wilfully using or possessing the same be forfeited and destroyed.

Cutting off Gas.

103. If any Person supplied with Gas by the Company wilfully do, or cause or suffer to be done, anything in contravention of any of the Provisions of this Act, or wilfully fail to do anything which under this Act ought to be done by such Person for the Prevention of the Waste, Misuse, or undue Consumption of the Company's Gas, the Company may cut off or stop any Pipe by or through which Gas is supplied to him, and cease to supply him with Gas so long as the Cause of Injury

remains or is not remedied, and also may recover from every Person so offending, in any Court of competent Jurisdiction, the Amount of all Loss, Damage, or Injury which the Company sustain by any such Misfeazance or Failure; and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in that Behalf.

Company not to charge in-coming Tenant for Arrears of Gas.

104. 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 in-coming Tenant agreed with the defaulting Consumer to pay the Arrears, but the Company shall, notwithstanding any such Arrears, in the Absence of Collusion, supply Gas and a Meter to the in-coming Tenant, as required by this Act, on being required by him so to do.

Removal of Meters and Fittings.

105. The Company, after Twenty-four Hours Notice to the Occupier of any House or Building, or if it be unoccupied, then to the Owner or Lessee thereof, may enter the House or Building at any Time between the Hours of Nine in the Forenoon and Four in the Afternoon, for the Purpose of removing any Meters, Pipes, or Fittings belonging to the Company, and theretofore used in connexion with the Supply of Gas by them, but which Supply is from any Cause discontinued, and may remove the Meters, Pipes, and Fittings accordingly, and shall repair and make Compensation for all Damage caused by such Entry and Removal: Provided that if the Owner or Lessee of any such unoccupied House or Building be unknown to the Company, the Notice may be given by affixing it for Three Days on some conspicuous Part of the House or Building.

Gas Rates and Meter Rents may be levied by Distress.

106. All Sums of Money due and payable to the Company for a Supply of Gas within the Limits of this Act, or for a Supply or fixing of Meters, Service Pipes, or other Fittings, 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 may on Application issue his Warrant accordingly, and any such Warrant may contain in the Body thereof, or in a Schedule thereto, several Names and several Sums.

Costs of Distress.

107. Any Justice who issues any Warrant of Distress for any of the Purposes of this Act may order that the Costs of the Proceedings of and incident to the Recovery of the Money to be levied shall be paid by the Persons liable to pay the Money, and the Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of the Money, and any such Warrant may contain in the Body thereof, or in a Schedule thereto, several Names and several Sums.

108. Where

Recovery of Sums not exceeding Fifty Pounds.

108. Where any Person fails to pay any Gas Rent, Meter Rent, or other Sum due and payable to the Company, and the Rent or Sum does not exceed Fifty Pounds, the Company may recover the same, with full Costs of Suit, in the County Court or in any other Court having Jurisdiction for the Recovery of Debts of the Amount of the Debt or Sum, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies in that Behalf.

Penalties not to be cumulative.

109. Penalties imposed on the Company for one and the same Offence by several Acts of Parliament shall not be cumulative, and for this Purpose this Act and the Acts incorporated therewith shall be deemed several Acts.

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

110. No Justice or Judge of a County Court shall, except as is by this Act otherwise provided, be disqualified for acting in the Execution of this Act by reason of his being liable to any Gas Rent, Meter Rent, or other Sum under this Act, but no Justice being a Shareholder of the Company shall act in any Manner in the Execution of this Act.

As to Arbitration.

111. When any Difference by this Act authorized or directed to be settled by Arbitration has arisen, then if in either of the Cases mentioned in the Section One hundred and thirty of "The Companies Clauses Consolidation Act, 1845," the Arbitrators refuse, or for Seven Days after Request by either Party to the Arbitration neglect to appoint an Umpire, Two Justices shall on the Application of either Party to the Arbitration appoint an Umpire, and the Decision of the Umpire on the Matters referred to him under this Act shall be final.

Saving Rights of Mortgagees and Creditors of present Companies.

112. Nothing in this Act contained shall take away, lessen, or prejudice any of the Rights, Powers, Authorities, and Privileges of the Mortgagees and other Creditors of the *Union* Company or of the Gas Company.

Company not exempt from Provision of General Acts.

113. Nothing in this Act contained shall exempt the Company or their Gas Works from the Provisions of any present or future General Act relating to Gas Companies or Gasworks established before the passing thereof, or from any present or future General Act relating to the public Health.

Saving Rights of Local Board.

114. Nothing in this Act contained shall repeal, alter, abridge, or prejudice any of the Rights, Powers, and Authorities of the Local Board conferred or vested by "The Public Health Act, 1848," "The Public Health Supplemental Act, 1849," "The Public Health Supplemental Act, 1850," and "The Local Government Act, 1858," or any of them, or any of the Provisions contained in the Act passed in the Seventh Year of His late Majesty King *George* the Fourth, intituled *An Act for better paving, lighting, cleansing, watching, and otherwise improving the*

the Borough of Reading *in the County of* Berks, which are now unrepealed.

As to fouling Water.

115. The Clauses in "The Gasworks Clauses Act, 1847," with respect to the Provision for guarding against fouling Water or other Nuisance from the Gas, shall apply as well to any Drain, Sewer, or Ditch vested in or belonging to or under the Control or Management of the Local Board as to any Stream, Reservoir, or Aqueduct, Pond, or Place for Water referred to in that Act, and the several Penalties thereby provided may be recovered by the Local Board for any Offence against this Provision, or the Provisions of that Act, in like Manner as such Penalties may be recovered by the Person into whose Water any Washing or other Substance shall be conveyed or shall flow, as expressed in that Act, and the several Powers thereby conferred for the Purpose of ascertaining whether any Water be fouled by the Gas of the Undertakers upon the Person to whom the Water supposed to be fouled belongs may be exercised by the Local Board for the Purposes of this Provision in like Manner, and with like Rights and Remedies, as by that Act is provided with respect to that Person.

Local Board may require Company to raise, &c., Mains, &c.

116. If and whenever, for the Purposes of any Act from Time to Time in force for paving, lighting, draining, or improving the Borough of *Reading*, or conferring other Powers upon the Local Board, they deem it necessary to require the Company to raise, sink, or otherwise alter the Situation of any of the Mains, Pipes, Stop Cocks, Plugs, Syphons, or Branches laid down for the Purposes of this Act, the Company shall, at their own Expense, within a reasonable Time next after being required so to do, by Notice in Writing to them given by the Local Board, raise, sink, or alter the same according to the Notice, in such Manner and in such Places as the Local Board shall think right and proper and so require, and in default thereof the Local Board, or their Surveyor, or any other Person acting by their Order or under their Authority, may raise, sink, or alter the same as so required, and the reasonable Expenses thereof shall immediately thereafter be paid by the Company to the Local Board: Provided that if the Expenses be not so paid within Fourteen Days next after Demand by or on behalf of the Local Board, the same shall and may be levied by Distress against the Company, and any Justice may, on Application, issue his Warrant accordingly.

Expenses of Act.

117. All the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act shall be paid by the Company.

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