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Undertaking, not only within those Limits but the extended District herein-after defined: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament, and the same might be more conveniently accomplished if the recited Act be repealed, and if other Powers and Provisions be granted and made instead thereof: May it therefore please Your Majesty that it may be enacted; and be it enacted by the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 *Rochester*, *Chatham*, and *Strood* Gaslight Company's Act, 1867."

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

2. "The Companies Clauses Consolidation Act, 1845," Parts I., II., and III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation 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: Provided always, that nothing in this or "The Lands Clauses Consolidation Act, 1845," contained shall authorize the Company to take or use any Land, except with the Consent of and by Agreement with the Owners, Lessees, and Occupiers thereof: Provided also, that nothing in this or in "The Gasworks Clauses Act, 1847," contained shall authorize the Company to do any Act or Work which may interfere with or be deemed to interfere with the free Navigation of the River *Medway*.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective Meanings unless there be something in the Subject or Context repugnant to such Construction; and in construing this Act, and in construing for the Purposes of this Act the Acts incorporated herewith, the following Words and Expressions have the Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,) the Expression "the Special Act" means this Act; the Expression "the Works" or "the Gasworks" or "the Undertaking" means the Gasworks and Works connected therewith by this Act vested in the Company, or which they may construct under the Powers of this Act; the Expression "the Promoters of the Undertaking" or "the Undertakers" means the Company; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, or any Act wholly or partially incorporated herewith, are to 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.

4. Subject

Recited Act repealed.

4. Subject to the Provisions of this Act, the recited Act is hereby repealed.

Limits of Act.

5. The Limits of this Act for the Supply of Gas by the Company shall comprise and include the Parishes of *Saint Nicholas*, *Rochester*, and of *Saint Margaret*, *Rochester*, the Precincts of *Rochester* Cathedral, the Parishes of *Strood*, *Frindsbury*, *Cobham*, *Higham*, *Chatham*, *Gillingham*, and *Rainham*, and the Hamlet of *Grange*, in the County of *Kent:* Provided always, that the Powers by this Act conferred upon the Company shall only be exercised within the Precincts of *Rochester* Cathedral by and with the Consent of the Dean and Chapter of *Rochester*, and in such Manner only and subject to such Conditions and Restrictions as may be from Time to Time prescribed by the said Dean and Chapter.

Company to continue incorporated.

6. Notwithstanding the Repeal of the recited Act, the Company shall, for the Purposes of this Act, remain as from the passing of the said recited Act and continue incorporated by the Name of "The *Rochester*, *Chatham*, and *Strood* Gaslight Company," and by that Name shall continue and be a Body Corporate, with perpetual Succession and a Common Seal, with Power to purchase, hold, and dispose of Lands and other Property for the Purposes and within the Restrictions of this Act.

Navigation of River Medway to be kept open.

7. Nothing in this or any Act incorporated herewith shall authorize the Company to lay down any Main, Pipe, or other Work across, through, or along any Swing or Opening Bridge, or construct any Work that may interfere with the free Navigation of the River *Medway*, or with any Creek or Inlet thereto, wherever the Tide flows, without the Consent of the Lords Commissioners of the Admiralty.

Company not to lay down Pipes along Swing Bridges over Medway without Consent of Corporation of Rochester.

8. Nothing in this or in any Act incorporated herewith contained shall authorize the Company to lay down any Main, Pipe, or other Work across, through, or along any Swing or Opening Bridge, or construct any Work that may interfere with the free Navigation of the River *Medway*, or with any of its Arms, Creeks, Streams, and Indraughts, wherever the Tide flows, without the Consent of the Mayor, Aldermen, and Citizens of the said City of *Rochester*, under their Common Seal, for that Purpose first had and obtained.

Saving Rights of Corporation of Rochester.

9. Nothing in this or in any Act incorporated herewith contained shall extend or be construed to extend to take away, lessen, prejudice, alter, damage, or affect any Estate, Right, Title, or Interest of the Mayor, Aldermen, and Citizens of the City of *Rochester* of, in, or to the Bed, Soil, Banks, and Shores of the River *Medway*, and of,

of, in, or to all or any Arms, Creeks, Streams, and Indraughts thereof, or otherwise, or of, in, or to any Tolls, Dues, Duties, Rents, Issues, Franchises, Profits, Powers or Authorities, Customs, Immunities, Rights or Privileges, of or belonging to or claimed by the said Mayor, Aldermen, and Citizens of the said City of *Rochester*.

Present Property vested in Company.

10. Subject to the Provisions of this Act, all Lands, Works, Erections, Buildings, Rights, and Easements which immediately before the passing of this Act were vested in the Company, or any Person in trust for them or on their Behalf, or to which they were in anywise entitled at Law or in Equity, and all Mains and Pipes, Plant, Plugs, Lamps, Irons, Retorts, Gauges, Meters, Lamp Posts, Stock, Effects, Matters, and Things which have been by them purchased or provided, laid down, erected, or placed in any Place or House within the Limits of this Act, or which immediately before the passing of this Act were the Property of or belonging to the Company, and all Monies, Securities, Credits, Effects, and other Property whatsoever belonging to the Company, or to any Trustees on their Behalf for the Purposes of the Company, 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 were previously to the passing of this Act vested in them, or to any Trustees on their Behalf, and may, according to the Provisions of this Act, be held and enjoyed, sued for, and recovered by the Company.

Saving previous Rights and Liabilities.

11. Notwithstanding the Repeal of the recited Act, except as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered by or with reference to the Company, or the Shareholders therein in that Capacity, shall be as valid as if the said Act were not repealed, and the Repeal of the said Act and this Act shall respectively 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 this Act were not passed, would be incident to or consequent on any and every thing so done or suffered, and the Company shall be liable in respect of all such Rights, Liabilities, Claims, and Demands in the same Manner and to the same Extent as the Company would have been liable in respect of such Rights, Liabilities, Claims, and Demands if this Act were not passed: Provided always, that the Generality of this Enactment shall not be restricted by any of the other Clauses and Provisions of this Act.

Contracts prior to the passing of this Act to be binding.

12. All Purchases, Conveyances, Grants, Assurances, Deeds, Contracts, Bonds, and Agreements entered into or made before the passing of this Act by, to, or with the Company, or any Trustees or Persons acting on behalf of the Company, or by or with any other

other Person to whose Rights and Liabilities they have succeeded as Assigns, and now in force, shall be as binding and of as full Force and Effect in every respect against or in favour of the Company, and may be enforced as fully and effectually, as if this Act had not been passed.

Actions, &c. not to abate.

13. Nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding at Law or in Equity which was pending by or against the Company, or any Member thereof, in relation to the Affairs of the Company, or to which they or any Member thereof in relation to such Affairs were Parties, immediately before the passing of this Act, but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by or 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 Company, or any Member thereof, if this Act had not been passed.

Gas Rates, &c. to be recovered.

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

As to Payment of Debts owing before passing of this Act.

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

Sales of Shares, &c. to remain in force.

16. All Sales, Transfers, and Dispositions executed before the passing of this Act of any Share or Shares in the Joint Stock of the Company shall remain in full Force, and shall be and continue available in all respects whatsoever, in the same Manner as if the same respectively were or had been made, entered into, or executed under or by virtue of any of the Powers or Authorities contained in this Act.

Books to be Evidence.

17. All Books and other Documents whatsoever by the recited Act authorized or directed to be kept, and thereby made Evidence, shall still be admitted as Evidence in all Courts whatsoever.

Officers to continue until removed.

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

Capital.

19. The Capital of the Company shall (subject to the Augmentation after mentioned) be Forty-two thousand Pounds, whereof Fourteen thousand Pounds, representing the original Capital of the Company, shall be divided into Two hundred and eighty Shares of Fifty Pounds each, and Twenty-eight thousand Pounds, representing Part of the Eighty-four thousand Pounds expended on Works out of Profits applicable to Dividend, shall be divided into Five hundred and sixty new Shares of Fifty Pounds each.

Allotment of new Shares.

20. The said new Shares shall be allotted as fully paid up rateably to the several Persons and Corporations who immediately before the passing of this Act were possessed of or entitled to One or more of the existing Shares of the Company in proportion to the Number of their said Shares, and such new Shares shall vest in such Persons and Corporations accordingly.

Appropriation of existing Shares.

21. The existing Shares shall remain vested in the respective Shareholders 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 said existing Shares respectively, and so as to give Effect to and not revoke any Testamentary Disposition of or affecting such Shares.

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

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

23. In

Power to raise additional Capital.

23. In addition to the said Forty-two thousand Pounds, the Company may from Time to Time raise by the Creation of new Ordinary or new 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 Fourteen thousand Pounds.

New Shares not to issue until One Fifth paid up.

24. The Company shall not issue any such Share, nor shall any such Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Limits of Dividends on new Capital.

25. The Company shall not in any Year make out of their Profits any larger Dividend on the additional Capital of Fourteen thousand Pounds than Seven Pounds in respect of every One hundred Pounds actually paid of such Capital on Ordinary Shares, or Six Pounds in respect of every One hundred Pounds actually paid of such Capital on Preference Shares.

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

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

Power to borrow on Mortgage.

27. The Company may from Time to Time, under the Powers of this Act, borrow on Mortgage any Sums not exceeding Six thousand Pounds, and also the additional Sum of Three thousand Pounds when the additional Capital of Fourteen thousand Pounds by this Act authorized to be raised shall have been subscribed for *bonâ fide*, issued, and accepted, and One Half thereof shall have been paid up; but no Part of the said Sum of Three thousand Pounds shall be borrowed until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies' Clauses Consolidation Act, 1845," before he so certifies, that all of the said additional Capital of Fourteen thousand Pounds has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proofs aforesaid have been given, which Certificate shall be sufficient Evidence thereof.

28. The

Arrears may be enforced by the Appointment of a Receiver.

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

Power to create Debenture Stock.

29. The Company may create and issue Debenture Stock, and may attach thereto a fixed preferential Interest not exceeding Five Pounds *per Centum per Annum*.

Application of Monies.

30. All Money raised under this Act by the Company, whether by Shares, Debenture Stock, or borrowing, shall be applied only for the Purposes by this Act authorized.

First and other Meetings.

31. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year.

Quorum of General Meetings.

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

Number of Directors.

33. The Number of Directors shall be Five.

Qualification of Directors.

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

Quorum.

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

First Directors.

36. The Persons who at the Time of the passing of this Act are Directors of the Company shall be the First Directors of the Company.

Power to purchase Lands.

37. The Company may for the Purposes of their Undertaking purchase, take, and hold (by Agreement, but not otherwise,) any Lands and Hereditaments which they may require, provided they do not hold more at any One Time than Fifteen Acres: Provided always, that no Lands shall be used by them for the Purpose of manufacturing Gas excepting the Lands at present occupied by the Company for that Purpose, and which are specified in Schedule (A.) to this Act, and the Land specified in the Schedule (B.) to this Act; and the Company shall not construct any Works for the storing of

Gas

Gas (except upon the Lands now used by them for the Purpose of manufacturing Gas, and upon the Land specified in the Schedule to this Act,) within Three hundred Yards of any Dwelling House.

Powers as to Construction of Gasworks, &c.

38. Subject to the Provisions of this Act, the Company may from Time to Time maintain, alter, improve, enlarge, and extend their existing Gasworks, and they may from Time to Time make, erect, lay down, provide, and maintain additional and other Gasworks, Retorts, Gasometers, Receivers, Drains, Sewers, Mains, Pipes, Meters, Lamps, Lamp Posts, Burners, Stopcocks, Machinery, and other Works and 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 they may make, store, and supply Gas accordingly, and may manufacture, sell, provide, supply, and deal in Coke, Coal, Breeze, Tar, Pitch, Asphaltum, Ammoniacal Liquor, Sulphate of Ammonia, Oil, and other Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, and also Meters, Fittings, Tubes, Pipes, and other Articles and Things in any way connected with Gasworks, or with the Supply of Gas, as they from Time to Time think fit: Provided that nothing in this Act contained shall prevent the Company from being liable to an Indictment for Nuisance or to any other legal Proceedings to which they may be liable in consequence of any such Operations.

Works connected with Rochester Bridge to be executed under Inspection.

39. All new Works to be executed under the Authority of this Act on or connected with the Bridge across the River *Medway* at *Rochester*, or any of the Works connected with the same or the Approaches thereto, under the Jurisdiction or Control of the Wardens of the new Bridge of *Rochester* in the County of *Kent*, and the Commonalty of the Lands contributory to the Repair and Support of the same Bridge (in this Act called "the Wardens and Commonalty"), shall be executed and from Time to Time maintained and supported according to a Plan to be approved by such Wardens and Commonalty, and to be deposited at their Office, and such Works shall be executed and from Time to Time maintained and supported to the Satisfaction of the Engineer for the Time being of such Wardens and Commonalty; and after such Works are executed the Company shall, at their own Cost, make all such Alterations in those Works which relate to the Portion of the Bridge which forms a Swing Bridge as the Wardens and Commonalty may from Time to Time require, and all such Alterations shall be made to the Satisfaction of the Engineer for the Time being of the Wardens and Commonalty: Provided that in the event of the Company being dissatisfied with the Requirements of the Wardens and Commonalty in respect to such Plan, the Company may, at their own Expense, refer

refer the Matter at issue to an Officer appointed, on the Application of either Party, by the Board of Trade, whose Decision shall be final; provided also, that in no Case shall the Company acquire any Right to lay their Pipes or construct their Works so as to interfere with or disturb the Surface of the Roadway or Pavement of any Portion of the said Bridge across the River *Medway*.

Penalty for Delay in executing Works connected with Swing Bridge.

40. If the Company cause any unnecessary Delay in executing any Works relating to the Portion of the Bridge which forms a Swing Bridge, they shall forfeit a Sum not exceeding Ten Pounds, and the further Sum of Ten Pounds for each Day such Delay shall continue after receiving Notice thereof.

Saving Rights of Bridge Wardens.

41. Nothing in this Act contained shall extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Wardens and Commonalty, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing of this Act the Wardens and Commonalty did or might lawfully claim, use, or exercise.

Power to contract with Local Board, &c. for Supply of Gas.

42. The Company or their Directors may from Time to Time enter into or make any Contract or Agreement with any Body or Bodies Politic or Corporate, Local Board of Health, Highway Board of any District, Surveyors, Commissioners, or other Person or Persons having the Control, Direction, or Management of any Street, Road, Cemetery, or Bridge, or of any Building or Clock belonging to any Public Body within the Limits of this Act, for lighting or supplying the same or any Part thereof with Gas, or for providing the same with Lamp Pillars and Posts, Lamp Brackets, Lamps and Glass, and for the Repair thereof respectively, and also from Time to Time may make and enter into any Contract or Agreement with any Body Corporate or Person for lighting or supplying with Gas any Church, Chapel, Shop, Inn, Tavern, Dwelling House, Mill, Manufactory, Warehouse, or other public or private Building, in such Manner and under such Conditions and upon such Terms as shall be agreed upon between the Company and the respective Body or Bodies Politic or Corporate, Board, Surveyors, Commissioners, or other Persons respectively: Provided always, that the Company shall be bound to supply Gas for the public lighting of Streets at a Price not exceeding the lowest Price charged to the largest private Consumer.

Power to lay Pipes against Buildings.

43. 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 Purposes of lighting it, and may, with the like Consent, provide and set up any Apparatus necessary for securing

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to such Building a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply, and may from Time to Time, with the like Consent, repair, replace, alter, or discontinue and remove any such Pipe, Branch, or Apparatus.

Consumers may be required to consume by Meter.

44. Every Consumer of Gas supplied by the Company shall, on being required by the Company so to do, consume such Gas by Meter.

Power to Company to let Meters.

45. The Company may let for Hire any Meter for ascertaining the Quantity of Gas consumed or supplied, and any Fittings thereto, for such Remuneration in Money, and on such Terms with respect to the Repair of such 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 Rents or Sums due to the Company for Gas.

Register of Gas Meter to be primâ facie Evidence.

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

Power to remove Meters and Fittings.

47. The Company, after Twenty-four Hours Notice in Writing, under the Hand of the Secretary of the Company, to the Occupier, or, if unoccupied, then to the Owner or Lessee of any Land, House, or Building in which any Pipes, Mains, Meters, or Fittings belonging to the Company are laid or fixed, and through or in which the Supply of Gas shall from any Cause other than the Neglect or Default of the Company be discontinued, may enter such Land, House, or Building between the Hours of Eight in the Morning and Six in the Afternoon for the Purpose of removing and may remove such Pipes, Meters, or Fittings, repairing all Damage caused by such Entry or Removal; and every such Notice shall be served by being delivered to the Person for whom it is intended, or left at his usual or last known Place of Abode, or sent by Post addressed to such Person: Provided that if the Owner or Lessee of any such unoccupied House or Building be unknown to the Company upon due Inquiry, the Notice may be given by affixing it for Three Days to some conspicuous Part of the House or Building.

Fraudulently injuring Meters, &c.

48. If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Pipes, Mains, Meters, or Fittings, or other Things connected therewith, belonging to the Company, or shall alter the Index to any Meter, or fraudulently alter any Part of such Meter, or any Pipes connected therewith, or in any way

way willfully, fraudulently, or knowingly prevent such Meter from duly registering the Quantity of Gas supplied, or by any Means fraudulently abstract, consume, or use the Gas of the Company, every Person so offending shall for every such Offence forfeit to the Company any Sum not exceeding Five Pounds, and the Company may, in addition thereto, recover the Amount of any Damage sustained by them which shall not be satisfied by the Amount of the Penalty recovered, and may also discontinue, until the Act complained of is remedied, but no longer, the Supply of Gas to the Person or Company so offending, and notwithstanding any Contract previously existing; and the Existence of artificial or irregular Means for causing such Alteration or Abstraction, when such Meter shall be under the Custody or Control of the Consumer, shall be *primâ facie* Evidence that the same has been wilfully, fraudulently, and knowingly caused by the Consumer using such Meter: Provided always, that this Enactment shall not prejudice any Right of the Company to institute any Criminal Proceedings in reference to such Offence in any Case where they shall not proceed summarily under this Act.

Limit of Price for Gas.

49. The maximum Price at which Gas shall be sold by the Company to all Persons who shall burn the same by Meter shall not exceed Four Shillings *per* Thousand Cubic Feet.

Incoming Tenant not liable for Arrears of Gas Rate.

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

Quality of Company's Gas.

51. All the Gas supplied by the Company shall be of such Quality as to produce from an Argand Burner having Fifteen Holes and a Seven-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 to the Pound burning One hundred and twenty Grains *per* 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 those Tests are exposed for One Minute to a Current of Gas issuing under a Pressure of Five Tenths of an Inch of Water.

Company to erect a Meter to test illuminating Power of Gas.

52. The Company shall, within Six Months after the passing of this Act, cause to be erected in some convenient Place at the Works of the Company an Experimental Meter furnished with an Argand Fifteen-hole Burner and a Seven-inch Chimney capable of consuming Five Cubic Feet of Gas *per* Hour, with other necessary Apparatus

Apparatus for testing the illuminating Power of all the Gas of the Company, and shall at all Times keep and maintain the Experimental Meter and Apparatus in good Repair and working Order.

Power to test the illuminating Power of the Gas.

53. It shall be lawful for Two Justices of the Peace from Time to Time, by Order in Writing, on the Requisition in Writing of any Five or more Persons, being Consumers of the Gas of the Company, to appoint some competent Person, not being an Officer or Servant of the Company, to test the illuminating Power and Purity of the Gas; and the Person so appointed may at any reasonable Hour in the Daytime, on producing the said Order, enter on the Premises of the Company, and in the Presence of the Manager or other Officer of the Company make Experiment of the illuminating Power and Purity of the Gas by means of such Experimental Meter and other Apparatus, and the Company and their Officers shall afford all reasonable Facilities and Assistance to the making of such Experiment; and if it shall be proved to the Satisfaction of any Two Justices, not being Shareholders of the Company, after hearing the Parties, that the illuminating Power or Purity of the Gas supplied by the Company did not when so tested as aforesaid equal the illuminating Power or Purity 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.

Cost of Experiment by whom to be paid.

54. The Costs of and attending such Experiment, 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 the Justices, and in the event of any Penalty being imposed on the Company shall be paid, together with such Penalty, by the Company, but in the event of no such Penalty being imposed on the Company then those Costs shall be ascertained by the Justices, and shall be paid by the Persons signing the Requisition.

Recovery of Charges for Gas, &c.

55. If any Person shall neglect to pay any Sum or Sums of Money due to the Company for the Supply of Gas, or for the Hire or fixing of Meters or Fittings, after Demand made thereof (such Demand being in Writing, and served personally, or by leaving the same with some Inmate of the usual Place of Abode of the Defaulter), the Company or the Directors, or any Person acting under their Authority, may summon the Party in default before a Justice, and the Justice may order that the Sum so due, or any Part thereof, may be levied by Distress and Sale of the Goods and Chattels of the Person neglecting to pay the same, wherever such Goods and Chattels may be found, the Surplus, if any, being rendered

to the Person so neglecting to pay, after Deduction of the necessary Charges for such Distress and Sale, and the Justice shall issue his Warrant accordingly.

Contents of Warrant.

56. 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 shall include Costs.

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

Recovery of Sums due to Company.

58. Whenever any Person neglects to pay any Gas Rate, Meter Rent, or other Sum due to the Company, the Company may recover the same, with full Costs of Suit, 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 in that Behalf.

Penalties not cumulative.

59. 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 therewith shall be deemed several Acts.

Liability to Gas Rate not to disqualify Justices.

60. No Justice or Judge of any County Court or Quarter Sessions shall, except as is by this Act otherwise provided, be disqualified from acting in the Execution of this Act by reason of his being liable under this Act to any Gas Rate, Meter Rent, or other Charge under this Act, or of his being a Shareholder of the Company.

Expenses of Act.

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

SCHE-

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

	A.	R.	P.
The Site of the Works at Rochester, situate in the Parish of Saint Nicholas, bounded on the North-east and North-west by the River Medway, and containing about - - - -	3	3	24
The Site of the Works at Gillingham, and the several Messuages, and the Land thereto adjoining, abutting on the South-west Side to Gillingham Lane, and containing about - - - -	1	1	3
Saltings in the Rear thereof, containing about - - -	2	2	0
The Site of the Gasholder, and the Buildings, Yard, Garden, and Ground thereto adjoining, situate at the East End of Chatham High Street in the Parish of Gillingham, having a Frontage to the high Road from Chatham to Canterbury, and containing about - - - - - - - - -	0	2	2

SCHEDULE (B.)

That Part of Chalk Hole Field in the Parish of Rainham which is bounded as follows:—on the North by the London, Chatham, and Dover Railway for a Distance of Two hundred and sixty-four Feet, measuring along the Fence of the Railway from the North-west Corner of the Field; on the East by an imaginary Line drawn a Distance of Three hundred and thirty Feet at Right Angles from the Easternmost Point of the Northern Boundary; on the South by an imaginary straight Line drawn a Distance of Two hundred and sixty-four Feet at Right Angles from the Southernmost Point of the Eastern Boundary; and on the West by a Field belonging to Saint Catherine's Hospital, and occupied by William Walter.

LONDON:
Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1867.