CHAP. xix.

An Act for better supplying with Gas the township of Westhoughton and other places adjacent thereto, in the county of Lancaster; and for other purposes. [25th May 1871.] A.D. 1871.

WHEREAS the population and house property within the township of Westhoughton in the county of Lancaster have of late years greatly increased and are still increasing, and new mills, manufactories, and works have been erected:

And whereas the Westhoughton Gas Company, Limited, was constituted and established under a memorandum of association, dated the twenty-eighth day of June one thousand eight hundred and sixty-nine, for the purpose of making and supplying gas to Westhoughton and its neighbourhood, and for providing meters and other fittings, and the doing all such other things as are incidental or conducive to the attainment of the above object, with a capital of ten thousand pounds, divided into two thousand shares of five pounds each:

And whereas the said Westhoughton Gas Company, Limited, have not erected any works for the manufacture of gas:

And whereas "The Westhoughton Consumers Gas Company, Limited," in this Act referred to as the Consumers Company, was constituted and established under memorandum and articles of association, dated the twelfth day of April one thousand eight hundred and seventy, with the object of purchasing or leasing lands, the erection of gasworks at or near Westhoughton in the county of Lancaster, and for the purpose of carrying on all the usual business of a gas company for the supply of Westhoughton and district with gas, and the doing of all such other things as are incidental or conducive to the attainment of the above objects, with a capital of ten thousand pounds, divided into one thousand shares of ten pounds each, and with powers to borrow money, and, if thought expedient, to increase their capital:

And whereas it is expedient for the better supplying of the townships of Westhoughton and Over-Hulton in the county of Lancaster

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with gas that gasworks upon lands suitable to such purpose should be provided:

And whereas plans showing the lands which it is proposed to purchase or take for the purposes of this Act, and a book of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of those lands, have been deposited with the clerk of the peace of the county of Lancaster, at his office at Preston, which plans and book of reference are herein-after referred to as the deposited plans and book of reference:

10 & 11 Vict. c. 15. (*Pub.*)

And whereas it is expedient that the provisions of "The Gasworks Clauses Act, 1847," should be made applicable to the undertaking of the Consumers Company, and for that purpose that the Consumers Company should be dissolved and their proprietors be re-incorporated, and that for enabling them to carry on the said undertaking effectually, such powers should be conferred upon them and such provisions in that respect should be made as are in this Act contained:

And whereas it is expedient that the limits within which the Company incorporated by this Act may supply gas should be defined:

And whereas it is expedient that the Company incorporated by this Act should have power to purchase the undertaking of the said Westhoughton Gas Company, Limited:

And whereas the objects aforesaid cannot be accomplished 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 "The Westhoughton Gas Act, 1871."

Provisions of general Acts herein named incorporated.

2. "The Companies Clauses Consolidation Act, 1845," Parts I., II., and III. of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," and "The Gasworks Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company" shall mean the Company incorporated by this Act; and in construing such Acts respectively in connexion

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with this Act, and also in construing this Act, the expression "the Consumers Company" shall mean the Westhoughton Consumers Gas Company, Limited, as constituted prior to the passing of this Act; the expression "the special Act" shall mean this Act; the expression "the works," or "the gasworks," or "the undertaking," shall mean and include the gasworks and works connected therewith by this Act vested in or authorised to be made by the Company, or any works they may construct or acquire under the powers of this Act; 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, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute; the term "local authority" in this Act shall mean and include any local board, town council, body corporate, commissioners, trustees, vestry, or other body or persons upon whom is imposed the duty of lighting public roads or streets within the limits of this Act; and the term "district," in relation to a local authority, shall mean the area within the limits of this Act within which the duty of lighting public roads or streets is imposed upon such local authority.

Dissolution of Consumers Company.

4. The Consumers Company is by this Act dissolved, and their memorandum and articles of association are by this Act cancelled and annulled.

Company incorporated.

5. The several persons who immediately before the passing of this Act were shareholders in the Consumers Company, and all other persons who from time to time become entitled to shares of the capital of the Company, and their respective executors, administrators, successors, and assigns, are by this Act united into a company for making and maintaining gasworks, and making and supplying gas, coal, and coke, and carrying on the business of a gas and coke company, and for other the purposes authorised by this Act, and for those purposes are incorporated by the name of "The Westhoughton Consumers Gas 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 of this Act.

Gasworks, &c. vested in Company

6. All the undertaking, moneys, credits, property, effects, choses in action, claims, and demands whatsoever of or to which the Consumers Company were in any way whatsoever immediately before the passing of this Act seised, possessed, or in any way entitled at law or in equity, or otherwise howsoever, with their respective rights, members, and appurtenances, are by this Act

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vested in the Company as their undertaking, property, and effects, but subject to all charges and incumbrances thereon, and all debts, liabilities, and engagements of the Consumers Company in respect thereof.

Company to represent dissolved Company.

7. Except only as is by this Act otherwise expressly provided, the Company shall, with respect to their undertaking, property, and effects, and all matters connected with the same respectively, represent the Consumers Company, as if the Consumers Company and the Company had originally been and had continued without intermission to be one and the same body corporate.

General saving of rights.

8. Notwithstanding the dissolution of the Consumers Company and the cancelling and annulling of their memorandum and articles of association, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed by or under the said articles of association shall be as valid as if the dissolution, cancellation, and annulling had not happened, and the dissolution, cancellation, and annulling and the operation of this Act shall accordingly be subject and without prejudice to everything so done, suffered, and confirmed, and to all rights, liabilities, claims, and demands, both present and future, which, if the dissolution, cancellation, and annulling had not happened, would be incident to or consequent on any and every thing so done, suffered, and confirmed; and with respect to everything so done, suffered, and confirmed, and all such rights, liabilities, claims, and demands, the Company shall to all intents and purposes represent the Consumers Company: Provided that the generality of this provision shall not be restricted by any of the other provisions of this Act.

Contracts, &c. preserved.

9. Notwithstanding the dissolution, cancellation, and annulling aforesaid, all purchases, sales, conveyances, mortgages, bonds, deeds, securities, and contracts with any company, corporation, or person, before the passing of this Act made or entered into by, to, or with respect to the Consumers Company, or any person on their behalf, shall continue and be as effectual to all intents for, against, and with respect to the Company as if the same had been made or executed by, to, or with respect to the Company instead of the Consumers Company, and may be proceeded on and enforced by and against the Company accordingly.

Actions not to abate.

10. Notwithstanding the dissolution, cancellation, and annulling aforesaid, any action, suit, prosecution, or other proceeding commenced either by or against the Consumers Company before the passing 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 like manner to all intents and purposes as the same might continue and take effect in favour of or against the Consumers Company, save only that when necessary the Company shall be substituted therein for the Consumers Company.

Judgment in respect of existing liabilities may be enforced against individual shareholders.

11. If any judgment, decree, or order be at any time after the commencement of this Act obtained against the Company in respect of any debt or liability owing or incurred, or in respect of any contract made or tort committed by the Consumers Company, before the commencement of this Act, and be not fully satisfied out of the property of the Company, then and in every such case the judgment, decree, or order may be enforced and execution thereon issued against the property and effects of any person who was a member of the Consumers Company immediately before the commencement of this Act, or at the time when the contract was made or the tort was committed in respect of which the debt or liability accrued or was incurred, and legally responsible in respect of such debt or liability to the same extent as if this Act had not been passed.

Reimbursement of shareholders in such case.

12. Every person against whom or against whose property or effects any such judgment, decree, or order is enforced shall be entitled to recover against the Company all loss, damage, costs, and charges which he incurs by reason of the execution, and shall be entitled to contribution for so much thereof as remains unsatisfied from the several other persons against whom execution on the judgment, decree, or order might have been issued, and the contribution may be recovered in like manner as contribution in ordinary cases of copartnership.

Debts to be paid.

13. Notwithstanding the dissolution, cancellation, and annulling aforesaid, all persons who immediately before the passing of this Act owed any money to the Consumers Company, or to any person on their behalf, shall pay the same, with all interest (if any) due and payable or accruing for the same, to the Company; and all moneys which immediately before the passing of this Act were owing by or recoverable from the Consumers Company, 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.

Books, &c. continued evidence.

14. Notwithstanding the dissolution, cancellation, and annulling aforesaid, all documents, books, and writings which if the dissolution, cancellation, and annulling had not happened would be receivable in evidence, shall be admitted as evidence in all courts of law and equity and elsewhere accordingly.

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Officers continued.

15. All officers of and persons employed by the Consumers Company in office at the passing of this Act shall hold their respective offices and employments, and be deemed to be officers of or persons employed by the Company, and they and their respective sureties shall be liable as if they respectively had been appointed and had become bound under this Act.

Capital.

16. The capital of the Company shall be fifteen thousand pounds, divided into one thousand five hundred shares of ten pounds each.

Appropriation of shares.

17. Every person who was the holder of one or more than one share of ten pounds of the capital of the Consumers Company immediately before the passing of this Act shall in substitution for each such share be entitled to one share of the capital of the Company: Provided always, that every such holder of any such share of the capital of the Consumers Company which has not been fully paid or called up shall be and continue liable to pay up the unpaid or uncalled balance on said share when and as the same is demanded or called up by the Company, and the same shall be payable and recoverable in like manner as if the said share was a share subscribed for and issued under this Act.

Shares so vested to be subject to same trusts, &c. as shares of dissolved Company.

18. All persons to and in whom any share of the Company's capital is by this Act appropriated and vested shall be possessed of and interested in the share so appropriated and vested, upon the same trusts, and subject to the same powers, provisions, charges, and liabilities (if any) as the trusts, powers, provisions, charges, and liabilities upon and to which their respective shares of the capital of the Consumers Company in respect whereof the share of the Company's capital is so appropriated and vested were immediately before the passing of this Act held and subject, and the several shares so appropriated and vested shall accordingly pass so as to give effect to and not to revoke any will or other instrument disposing of or affecting those respective shares of the capital of the Consumers Company.

Company to call in and cancel existing share certificates, and issue new certificates in lieu thereof.

19. The Company shall call in and cancel the existing certificates of shares in the Consumers Company, and issue in lieu thereof certificates of the substituted shares, in the form and under the conditions prescribed by "The Companies Clauses Consolidation Act, 1845," but the holders of such existing certificates of shares shall not be entitled to any certificates of proprietorship under this Act until they 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.

Shares not to issue until one fifth paid up.

20. The Company shall not issue any share created under this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of the share shall have been paid in respect thereof.

Creation and issue of new shares.

21. Subject to the provisions of this Act, the Company may from time to time, by order of an ordinary or extraordinary meeting, raise by the creation and issue of other shares of the nominal value of ten pounds each, as the Company may from time to time determine, such additional capital as they think fit, not exceeding in the whole twenty thousand pounds.

Limit of dividend on new capital.

22. The Company shall not in any year make out of their profits any larger dividend on the additional share capital to be raised under the powers of this Act than seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital, or six pounds in respect of every one hundred pounds actually paid of such capital or of any part thereof as may be issued as preference capital.

Power to divide shares.

23. Subject to the provisions of this Act, the Company, with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, may from time to time divide any share in their capital into two half shares, of which one shall be called "preferred half share" and the other shall be called "deferred half share:" Provided always, that the Company shall not divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up, and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon), and the residue to the credit of the preferred half share.

Dividends on half shares.

24. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following; (that is to say,) first in payment of dividend after such rate, not exceeding six per centum per annum, as shall be determined at a general meeting of the Company specially convened for the purpose, on the amount for the time being paid up on the preferred half share, and the remainder (if any) in payment of dividend on the deferred half share, and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

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Dividend on preferred shares to be paid out of the profits of the year only.

25. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid, in priority to the deferred half share bearing the same number; but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year, no part of the deficiency shall be made good out of the profits of any subsequent year, or out of any other funds of the Company.

Half shares to be registered and certificates issued.

26. Forthwith after the creation of any half shares the same shall be registered by the directors, and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued, and the directors shall issue certificates of the half shares accordingly, and shall cause an entry to be made in the register of the entire shares of the conversion thereof: Provided always, that the directors shall not be bound to issue a certificate of any half share until the certificate of the existing share be delivered to them to be cancelled, unless it be shown to their satisfaction that the certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated in certificates.

27. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred shares.

28. The provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the forfeiture of shares for nonpayment of calls shall apply to all preferred half shares to be created under the authority of this Act, and every such preferred half share shall for that purpose be considered a whole share distinct from the corresponding deferred half share: Provided always, that until any forfeited preferred half share shall be sold by the directors of the Company, all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof, and of the arrears of calls for the time being due thereon, with interest.

Preferred shares not to be cancelled or surrendered.

29. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares to be half shares in capital.

30. The several half shares under this Act shall be half shares in the capital of the Company, and every two preferred or deferred half shares held by the same person shall confer such right of voting at meetings of the Company, and (subject to the provisions hereinbefore contained) shall confer and have all such other rights, qualifications, privileges, liabilities, and incidents, as attach and are incident to an entire share.

Receipts of guardians, &c.

31. Where any money is payable to a shareholder being an infant or a lunatic, the receipt of his guardian or of the committee of his estate (as the case may be) shall be a sufficient discharge to the Company for the same.

Power to borrow on mortgage.

32. The Company may, when seven thousand pounds of the capital of the Company has been bonâ fide subscribed for, issued, and accepted, and one half thereof has been paid up, from time to time borrow on mortgage any sum or sums of money not exceeding in the whole one thousand seven hundred and fifty pounds, as may from time to time be authorised to be borrowed by order of a general meeting of the Company, and when each further sum of two thousand pounds beyond the said amount of seven thousand pounds of the capital of the Company has been bonâ fide issued and accepted, and one half of the amount respectively has been paid up, the Company may borrow on mortgage such further sum or sums of money not exceeding in the whole the sum of five hundred pounds in respect of each such amount of two thousand pounds as may from time to time be authorised to be borrowed as aforesaid; but in none of the before-mentioned cases shall any part of the said sum of one thousand seven hundred and fifty pounds or of the said several sums of five hundred pounds respectively be borrowed until the Company 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 all the shares in respect of which the power to borrow one thousand seven hundred and fifty pounds and such sums of five hundred pounds respectively hereby granted is then sought to be exercised have 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 and acceptance thereof, and that such shares were issued bonâ fide and are held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proofs aforesaid have been given, which certificate shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

33. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver, and in order to authorise the appointment of a receiver in respect of principal, or principal and interest, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less in the whole than five hundred pounds of the then mortgage debt of the Company.

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Priority of existing mortgages.

34. All mortgages granted by the Consumers Company, and which shall be subsisting at the time of the passing hereof, shall during the continuance of such mortgages have priority over any mortgages to be granted by virtue of this Act.

Debenture stock.

35. The Company may create and issue debenture stock.

Application of moneys.

36. All moneys raised under this Act, whether by shares, by stock, or by borrowing, shall be applied for the purposes of this Act only.

First ordinary meeting.

37. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Number of directors.

38. The number of directors shall not exceed seven, nor be less than five.

Qualification of directors.

39. The qualification of a director shall be the possession in his own right of not less than five shares.

Quorum.

40. The quorum of a meeting of directors shall be three.

First directors.

41. Thomas William Stears, Joseph Heald, Richard Baxendale, Richard Holmes Entwisle, William Barker, James Tyrer, and Charles Butler Holmes shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being if qualified eligible for re-election; and at the first ordinary meeting in every year after the first ordinary meeting, the shareholders present in person or by proxy shall (subject to the provisions in this Act contained as to the number of directors) elect persons to supply the places of the directors then retiring from office in accordance with the provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several persons elected at any such meeting, being neither removed or disqualified nor having resigned, shall continue to be directors until others are elected in their stead in manner provided by that Act.

Election of directors.

Limits of Act.

42. The limits of this Act shall comprise and include the townships, parishes, and places following; (that is to say,) Westhoughton and Over-Hulton in the county of Lancaster.

Power to lay main along the Bolton and St. Helen's Road.

43. That subject to the provisions of this Act and of the several Acts incorporated herewith, it shall be lawful for the Company to lay and maintain a main or service pipe along the Bolton and St. Helen's turnpike road in the township of Middle Hulton in the said county of Lancaster.

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Representation of the Company in cases of bankruptcy.

44. In all proceedings against the estate of any bankrupt or petitioner under the present or any future Bankruptcy Act, or under any sequestration, any person purporting to be appointed for that purpose by the directors of the Company may represent the Company and act in their behalf in all respects as if the claim or demand of the Company against such estate were the claim or demand of such person, and not of the Company.

Purchase of undertaking of Westhoughton Gas Company, Limited.

45. The Westhoughton Gas Company, Limited, shall sell, and the Company shall purchase, all the gas mains, pipes, meters, fittings, plant, and effects of the Westhoughton Gas Company, Limited (except their book debts), together with all their rights and easements, and the benefit of all their contracts and agreements, for the sum of one thousand eight hundred pounds, to be paid by the Company to the Westhoughton Gas Company, Limited, on or before the first day of August next, and upon such payment the said property, effects, rights, easements, contracts, and agreements (except book debts) shall vest in the Company absolutely, subject nevertheless to the liabilities of the said Westhoughton Gas Company, Limited, under the said contracts and agreements accruing after the completion of the said purchase.

Westhoughton Gas Company, Limited, to carry on their undertaking until completion of purchase.

46. That the Westhoughton Gas Company, Limited, shall retain possession of and continue to carry on their undertaking until the completion of the said purchase, and that the said Westhoughton Gas Company, Limited, shall receive all gas rents, accounts, and book debts, and pay all their liabilities up to the time of such completion.

In default of payment powers to cease.

47. In default of such payment of one thousand eight hundred pounds on the said first of August next, all rights and powers acquired by the Company under this Act of supplying gas to Westhoughton shall absolutely cease: Provided always, that it shall not be necessary for the Company (except as between themselves and the said Westhoughton Gas Company, Limited) to give evidence of such payment in any proceedings by or against the Company.

Company may purchase certain lands;

48. Subject to the provisions of this Act, the Company may enter upon, take, and use the lands described in the schedule to this Act, or any of them.

and take additional lands by agreement.

49. The Company may from time to time for the purposes of this Act purchase by agreement any lands in addition to the lands described in the schedule to this Act, and may hold the same, not exceeding in the whole at one time three acres.

Company may take easements, &c. by agreement.

50. Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release lands, may, if they think fit, subject to the provisions of that Act and of "The Lands Clauses

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Consolidation Acts Amendment Act, 1860," grant to the Company any easement, right, or privilege in, over, or affecting any such lands, and the provisions of the last-mentioned Acts with respect to lands and rentcharges, as far as the same are applicable in this behalf, shall extend and apply to such grants, or to such easements, rights, or privileges as aforesaid.

Company may make and supply gas within limits of Act, &c.

51. Subject to the provisions of this Act, the Company may make and supply gas within the limits of this Act, and may convert, manufacture, sell, and dispose of coke, coal tar, pitch, asphaltum, and ammoniacal liquor, oil, and all other products, refuse, or residuum arising, remaining, produced by, or obtained from the manufacture of gas by them, or the materials used therein, and may manufacture and sell such articles as can be produced from or by means of the several matters and things aforesaid, and may, but only for the purposes of the undertaking, within the limits of this Act, contract or take and use any leave, license, or authority to work, use, exercise, or put in practice any invention or inventions under any letters patent at any time heretofore made or hereafter to be made, granting any right or privilege of working, using, exercising, or vending any invention in relation to the manufacture and distribution of gas, or the utilization of the residual products arising from the manufacture of gas, or otherwise in relation thereto, but not so as to acquire an exclusive right to the working, use, exercise, or putting in practice of any such invention or inventions; and may also manufacture and sell, let, or deal in gas fittings, tubes, meters, pipes, and all other articles and things in any way connected with gasworks, or with the supply of gas to the consumers thereof, in such manner as the Company may think proper, and generally carry on the business usually carried on by gas companies, or which is or may become incident thereto: Provided that nothing in this Act contained shall prevent the Company from being liable to an indictment for nuisance, or to any other legal proceeding to which they may be liable in consequence of any such operations.

Company may erect and maintain gasworks on lands described in schedule.

Prohibition against manufacture of gas, &c. except on such lands.

52. On the lands described in the schedule to this Act the Company may erect and maintain, and from time to time alter and enlarge, retorts, gasholders, receivers, meters, apparatus, and works for the manufacture and storing of gas, and of coke and other residual products obtained in the manufacture of gas, and matters producible therefrom: Provided always, that the Company shall not manufacture gas, or any such residual products, except upon the said lands, and the Company shall not store gas except upon those lands, without the previous consent in writing of the owner, lessee, and occupier of every dwelling-house situate within three hundred yards of the limits of the site where such gas is intended to be stored.

Company may supply gas within limits of Act.

53. Subject to the provisions of this Act, the Company may supply and sell gas for public and private consumption within the limits of this Act, and light or contract for the lighting of streets and public buildings within those limits, and sell and dispose of, at the works and elsewhere, coke, coal, tar, and ammoniacal liquor and other residual products obtained in the manufacture of gas, and matters producible therefrom; but the Company shall not be exempt from liability to indictment or to any other legal proceedings to which they may be liable in consequence of anything done by them under this Act.

Company to supply gas in certain cases at request of owner or occupier.

54. The Company shall, at the request in writing of any owner or occupier of any premises within the limits of this Act, and which are within twenty-five yards of any main gaspipe of the Company, furnish to him a sufficient supply of gas for such premises, together (if so required) with a meter and so much service pipe as shall be necessary to communicate between the main pipe of the Company and such meter: Provided that the expense of so much of the service pipe as shall be laid upon the property of such owner or occupier, or in any other case as shall be laid beyond thirty feet in length, and the cost of such meter, shall be defrayed by such owner or occupier; and provided further, that the Company shall not be bound to furnish such supply of gas or meter or service pipe unless such owner or occupier shall enter into a written contract to continue to receive and pay (the payment to be also secured as by this Act provided) for a supply of gas for a period of at least two years, and to an amount not being less than twenty pounds per centum per annum on the outlay incurred by the Company in providing such service pipe; and if the Company shall, after such contract being entered into as aforesaid, and seven days notice in writing requiring them so to do being served on them, by their wilful default fail to supply the gas within a reasonable time after such notice, then on proof of such default the Company shall be subject to a penalty not exceeding forty shillings.

Security for payment of rate.

55. 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 such service pipes and meter provided and fixed, or to have a supply of gas) give to the Company such security for the payment to them as he and the Company agree on, or as in default of agreement shall be determined as by this Act provided; and the Company shall be liable to a penalty not exceeding forty shillings if they shall discontinue the supply of gas to any person then having a supply, unless such person shall have failed to give to them such security for seven days after the same shall have been demanded by the Company, or there are any arrears due in

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respect of gas supplied, or any security herein-before provided for has run out or ceased to remain in force.

Justices may determine nature of security.

56. Where any such person and the Company do not agree on the security to be given, the same shall be determined by two justices, and such justices shall on the application of the person and the Company, or either of them, determine the nature and amount of security to be given, and the security may, as the justices think fit, be the deposit with the Company, or the prepayment to the Company, of a sum of money, or any other security which the justices think sufficient and reasonable, and the determination of the justices shall be binding on all parties.

Company may supply gas fittings, &c.

57. The Company may manufacture, purchase, supply, hire, sell, let, lay down, place, and maintain gas fittings, meters, pipes, pillars, lamp posts, lamps, burners, and other articles and things connected with gasworks, or with the supply of gas for public or private consumption, in such manner as they think proper, and generally may carry on such operations and business as are for the time being usually carried on by gas companies.

Company may lay pipes against buildings.

58. The Company, with the consent of the owner and occupier of any building, may lay any pipe, branch, or other necessary apparatus from any main or branch pipe into, through, or against such building, for the purpose of lighting it, and may, with the like consent, provide and set up any apparatus necessary for securing to such building a proper and complete supply of gas, and for measuring and ascertaining the extent of such supply, and may from time to time, with the like consent, repair, replace, alter, or discontinue and remove any such pipe, branch, or apparatus.

Limiting the price of gas.

59. The price to be charged by the Company for gas supplied to persons who shall burn the same by meter shall, for the space of five years from the passing of this Act, not exceed five shillings for every thousand cubic feet, and after that time such price shall not exceed four shillings and sixpence for every thousand cubic feet.

Local authority may agree for lamps.

60. Any local authority may contract with the Company for providing and keeping in repair the public lamps, lamp posts, burners, brackets, and irons, and for lighting and extinguishing public lamps within the district; and with respect to any public lamp posts, lamps, and fittings belonging to the Company, such lamp posts, lamps, and fittings shall not be removed except at the instance or with the consent of the local authority, or in the event of the lighting of any lamp being discontinued; but the Company shall be entitled to receive for providing and maintaining such lamp posts, lamps, and fittings such reasonable annual or other

remuneration as may be mutually agreed upon, or as in case of difference shall be settled in manner herein-after mentioned.

Penalty for failure in supplying public lamps.

61. 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 be liable to a penalty not exceeding forty shillings for each default.

Price of gas supplied to public lamps.

62. The Company shall supply gas to public lamps in such quantities as the local authority may in writing under the hand of their clerk or other duly authorised officer from time to time require to be supplied, and the price to be charged by the Company and to be paid to them for all gas so supplied to or for any such public lamps shall always be calculated and fixed at and according to the lowest price for the time being charged by the Company to any other consumer or consumers within the limits in which such public lamps shall be situated.

As to consumption of gas supplied to the public lamps.

63. The gas supplied to the public lamps shall be consumed either by meter or otherwise, at the option of the local authority, and in case of its being consumed by meter the meter shall be provided and fixed by the Company at the expense of the local authority, but neither party shall, except as herein-after provided, be entitled to require that a meter be affixed to more than one in every twelve lamps then supplied with gas under this Act: Provided that the Company shall be at liberty, if they think fit, to have a meter affixed to any additional number of lamps, they providing such meters, and paying to the local authority the additional expense of providing and adjusting the lamps, lamp posts, and other things necessary for their reception and use: Provided always, that if the gas shall, under the provisions of this Act, be supplied to the public lamps by average meter indication, the Company shall, for securing uniformity of consumption between metered and unmetered lamps, from time to time provide the public lamps, under the control of the local authority, with proper self-acting pressure regulators and burners to the satisfaction of the local authority.

As to meters for public lamps.

64. The average amount of the indications of all the meters attached to the public lamps under the control of the local authority shall, except as herein-after mentioned, be deemed to be the amount consumed by each such lamp.

As to testing accuracy of meters.

65. If either the Company or the local authority shall dispute the accuracy of the registration of any meter used for measuring the gas supplied to the public lamps, then such meter shall be tested in the manner provided by the Act passed in the session of Parliament held in the twenty-second and twenty-third years of the reign of Her present Majesty, intituled "An Act for regulating Measures used in the Sales of Gas," and if found to register erro-

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neously within the meaning of the said Act, or in case any such meter shall be shown to have at any time ceased to register, notwithstanding gas may have passed through it to the burners, and notwithstanding such meter shall on being submitted to the test then act correctly, it shall not be deemed to be one of the meters from which the average aforesaid shall be determined.

As to supply of gas to public lamps.

66. The gas supplied to any such public lamps shall be permitted to pass unrestricted to and from such self-acting regulator for the whole of the period during which any such public lamps shall be lighted.

For settlement of differences between the Company and the local authority.

67. Any difference which may arise under any of the provisions herein-before contained with respect to the local authority, between the Company and any such local authority, shall be from time to time settled by arbitration in manner provided by "The Lands Clauses Consolidation Act, 1845," with respect to the settlement of disputes by arbitration.

Consumers may be required to consume by meter.

68. Every consumer of gas supplied by the Company shall, on being required by the Company so to do, consume such gas by meter, and all such meters shall be subject to the provisions of the Act for regulating measures used in sales of gas; and until a meter be examined and stamped under the provisions of that Act it shall be approved by the Company, and may from time to time be examined and tested by them.

Consumer may provide his own meter.

69. 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, and provided that the capacity of such meter shall be proportionate to the number of lights proposed to be supplied through it.

Notice to be given to Company of altering meters.

70. Before any person shall connect or disconnect any meter through which any of the Company's gas is intended to be or has been registered, he shall give not less than twenty-four hours notice in writing to the Company of his intention so to do.

Repair, &c. of meters by consumers.

71. Every consumer of gas supplied by the Company shall at all times, at his own expense, keep all meters belonging to him whereby any gas of the Company is registered in proper order for correctly registering such gas, in default whereof the Company may cease to supply gas through such meters; and the Company shall at all reasonable times have access to and be at liberty to take off, remove, test, inspect, and replace any meter belonging to a consumer, such taking off, removal, testing, inspecting, and replacing to be done at the expense of the Company if the meter be found in proper order, but otherwise at the expense of the consumer.

Company may let meters and fittings.

72. 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 thereof to the Company, as may be agreed upon between the hirer and the Company, and such remuneration shall be recoverable in the same manner as the rents or sums due to the Company for gas, and such meters and fittings shall not be subject to distress, or to the landlord's remedy for rent of the premises where the same may be used, nor to be taken in execution under any process of a court of law or equity, or any proceedings in bankruptcy against the person in whose possession the same may be.

Register of meter to be primâ facie evidence of gas consumed.

73. 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: Provided always, that if any meter becomes defective, or if in any case the Company have reason to believe that the quantity of gas appearing by the register to have been consumed is not the quantity actually consumed, the Company may charge and recover in respect of the quantity actually consumed; and if the Company and the customer differ as to the quantity, such difference shall be determined, upon the application of either party, by two justices, who may also order and direct by which of the parties the costs of and relating to the proceedings before them shall be paid.

Company may remove meters and fittings where supply of gas is discontinued.

74. The Company may, after forty-eight hours notice in writing 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, enter such land, house, or building, between the hours of nine in the morning and four in the afternoon, for the purpose of removing and may remove such pipes, mains, meters, or fittings, repairing all damages 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 if such person or his address be not known to the Company after due inquiry, then by being affixed on some conspicuous part of such land, house, or building.

Penalty for fraudulently injuring meters, &c.

75. Every person who shall wilfully, fraudulently, or by culpable negligence injure or suffer to be injured any meter or fittings belonging to the Company, or shall fraudulently alter the index to

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any meter, or shall prevent the index of any meter from duly registering the quantity of gas supplied, shall, without prejudice to any other right or remedy for the protection of the Company or the punishment of the offender, for every such offence forfeit and pay to the Company a sum not exceeding five pounds, and the Company may in addition thereto recover the amount of any damage by them sustained, and the Company may also discontinue the supply of gas to the person so offending until the injury is remedied and the amount of the damage is paid, and notwithstanding any contract previously existing; and the existence of artificial means for causing such alteration or prevention, when such meter shall be under the custody or control of the consumer, shall be primâ facie evidence that the same has been fraudulently, knowingly, and wilfully caused by the consumer using such meter.

Remedy of Company in cases of fraud and waste of gas.

76. If and whenever any person supplied with gas by the Company wilfully does, or causes or suffers to be done, anything in contravention of any of the provisions of this Act, or wilfully fails to do anything which under this Act ought to be done for the prevention of 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 in any court of competent jurisdiction from every person so offending the amount of all loss, damage, or injury which the Company may sustain by reason of any such thing or failure, and the remedies of the Company under this enactment shall be in addition to their other remedies in that behalf.

Recovery of charges for gas.

77. In case any person who shall have been supplied with gas by the Company, or who shall be liable to payment in respect of a supply of gas under or by virtue of the provisions of this Act, shall neglect or refuse to pay the amount due in respect of such supply for the space of fourteen days after demand thereof by the Company, their agent or collector, any justice may issue his summons to such person, requiring him to appear at a time and place named therein, and then and there to show cause why the sum so demanded should not be paid; and if on the appearance of such person, or, in default of appearance, after proof of the service of the summons, either personally or at the last known place of abode or of business of such person, no sufficient cause can be shown to the contrary, any justice may issue his warrant of distress for the seizure and sale of the goods and chattels of such person for the recovery of the amount which may be proved before such justice to be due from such person, together with such costs, including the costs of cutting

off the gas, if the same shall have been cut off by the Company, as to such justice shall seem just and reasonable.

As to summonses and warrants under this Act.

78. 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 of distress shall include costs.

79. Any justice who issues a warrant of distress for any of the purposes of this Act may order that the costs of the proceedings for the recovery of the money to be levied shall be paid by the person liable to pay such money, and such costs shall be ascertained by the justice, and shall be included in the warrant of distress for the recovery of such money.

Recovery of sums due to Company.

80. Whenever any person neglects to pay any rent or sum due and payable by him to the Company, the Company may recover the same in any court of competent jurisdiction for the recovery of debts of the like amount, and the remedies of the Company under this enactment shall be in addition to their other remedies for the recovery of such rent or sum.

Incoming tenants not liable to pay arrears of gas rents, &c.

81. In case any consumer of the gas of the Company shall leave the premises where such gas has been supplied to him without paying to the Company the gas rent or meter rent due from him, the Company shall not be entitled to require from the next tenant of such premises the payment of the arrears left unpaid by the former tenant, unless such incoming tenant shall have undertaken with the former tenant to pay or exonerate him from the payment of such arrears.

Quality of gas to be supplied by Company.

82. 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 sixteen sperm candles of six in the pound, burning one hundred and twenty grains per hour, and shall be so far pure from sulphuretted hydrogen as not to discolour moistened test-paper imbued with acetate or carbonate of lead when such test-paper is exposed for one minute to a current of gas issuing under a pressure of five tenths of an inch of water, and shall not contain more than five grains of ammonia, or more than twenty grains of sulphur, of any form, in one hundred cubic feet of gas.

Company to maintain an experimental meter to test illuminating power of gas.

83. The Company shall always maintain at their works 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 for testing the illuminating power, and also all necessary apparatus for testing the purity of all the gas of the Company, and all such several apparatus shall be so situate as to test the whole of the gas from time to time

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supplied by the Company, and the Company shall at all times keep and maintain the experimental meter and several classes of apparatus in good repair and working order.

Quality of gas may be tested by person appointed by two justices.

84. Two justices may, on the application of any consumers of the gas of the Company, not being less than five in number, by order in writing appoint some competent person to proceed to the works of the Company, 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 superintendent or other officer of the Company make experiment of the illuminating power and purity respectively of the gas by means of the experimental meter and other apparatus respectively before mentioned, and the Company and their officers shall afford all reasonable facilities and assistance for the making of such experiment.

Test for ascertaining amount of sulphur in gas.

85. In ascertaining and estimating for the purposes of this Act the amount of sulphur in the Company's gas, the process to be adopted shall be that known as Dr. Letheby's sulphur test, the description of which is as follows; (that is to say,) the gas shall be burnt from a Leslie's burner at the rate of not more than one cubic foot of gas per hour, and the products of the combustion of the gas shall be conveyed, together with an excess of the vapour of ammonia, into a glass receiver, where the condensible products shall be condensed, and the sulphur therein estimated as sulphate of baryta, according to the recognised chemical method of thus estimating sulphur: Provided always, that the Company and the local authority of any district within the limits of this Act may from time to time agree upon any other mode or test by which to ascertain the purity of the gas, or may vary the amount of ammonia or sulphur allowed; and the Company shall be liable during the continuance of every such agreement to have the purity of their gas tested in the manner prescribed by the agreement, instead of in the manner prescribed by this Act; and the production of a document purporting to be an agreement between the Company and the local authority of any district within the limits of this Act shall be primâ facie evidence of the substituted test or variation of amount of ammonia or sulphur allowed.

Penalty on Company if gas below prescribed illuminating power, &c.

86. If it shall be proved to the satisfaction of any two justices, after hearing the parties, that the illuminating power and purity respectively of the gas supplied by the Company did not, when so tested as aforesaid, equal the illuminating power and purity respectively by this Act prescribed, or that the Company or their officers, on being thereunto reasonably requested, wilfully refused to afford such reasonable facilities as aforesaid, or wilfully hindered or pre-

vented the making of such experiment, in any such case the Company shall forfeit such sum not exceeding twenty pounds as the justices shall determine under the circumstances of the case.

Costs of experiment how to be paid.

87. The costs of and attending such experiment, including the remuneration to be paid to the person making the same and the cost of the proceedings before the justices, shall be ascertained by such justices, and in the event of any penalty being imposed on the Company shall be paid, together with such penalty, by the Company, but in the event of no penalty being imposed the costs shall be in the discretion of the justices.

As to works affecting London and North-western Railway Company.

88. Any works to be constructed, laid down, or executed in exercise of the powers conferred by this Act in any way affecting the Bolton and Leigh Railway of the London and North-western Railway Company, or any of the bridges or works thereof, shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of that Company, and according to plans to be reasonably approved by him before any such works are begun, but in all things at the expense of the Company, and so as to cause no injury to any such railway bridges or works, or interruption to the passage or conduct of traffic over such railway, or at any station thereof, and if any injury shall arise to such railway bridges or works, or interruption to such traffic, the Company shall make full compensation to that Company in respect of such injury or interruption.

Liability to gas rent not to disqualify justices from acting.

89. No justice or judge of any county court or quarter session shall be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any gas rent or other charge under this Act.

Protection of Bridgwater trustees against damage to Company's mains and escape of gas.

90. And whereas the trustees of the will of the late Francis Duke of Bridgwater are, or claim to be, owners of considerable estates within the said townships of Westhoughton and Middle Hulton, under which there are extensive mines, therefore neither the said trustees, nor any lessee, occupier, or worker of any of the said mines of the said trustees within those townships respectively, shall be liable for or to make good to the Company any damage occasioned by the fracture of the mains or pipes of the Company, or by the escape of gas therefrom, which shall be occasioned by working in the usual and ordinary course pursued in those townships respectively any of those mines.

Expenses of Act.

91. All the costs, charges, and expenses of and incident to the passing of this Act, and preparatory thereto, shall be paid by the Company.

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SCHEDULE to which the foregoing Act refers.

SCHEDULE.

(B.) A close of land, part of Clough's Farm, situate in and abutting upon the westerly side of Kearsley Lane, in the township of Westhoughton in the parish of Dean in the said county, containing two roods twenty-four perches or thereabouts, statute measure, belonging or reputed to belong to John Shakeshaft, and in the occupation of Thomas Unsworth, and bounded on the easterly side thereof by Kearsley Lane aforesaid, on the north-west side by the cartway to Clough's Farm, and on all other sides thereof by other portions of the said Clough's Farm, and in the occupation of the said Thomas Unsworth.

(C.) A piece or parcel of land, portion of the Damshead Fields, situate and abutting upon the westerly side of Cow Lee Lane, in the said township of Westhoughton, belonging or reputed to belong to Ellen Seddon, and now in her occupation, and measuring on the easterly and westerly sides thereof respectively fifty yards, or thereabouts, and on the northerly and southerly sides thereof respectively one hundred yards, or thereabouts, bounded on the northerly side thereof by the centre of the brook or watercourse running through the said Damshead Fields, and thence under Cow Lee Lane aforesaid, on the easterly side thereof by Cow Lee Lane aforesaid, and on both the other sides thereof by other portions of the said Damshead Fields, belonging or reputed to belong to the said Ellen Seddon, and in her occupation.

(D.) A close of land, situate on the easterly side of Cow Lee Lane aforesaid, containing three acres and three roods or thereabouts, statute measure, belonging or reputed to belong to the Right Honourable Lord Skelmersdale, and now in the occupation of James Gregory, bounded on the westerly side thereof by Cow Lee Lane aforesaid; on the north-easterly side thereof by land belonging or reputed to belong to William Ford Hulton, Esquire, and in the occupation of John Hodgkinson; on the south-easterly side thereof by other land belonging or reputed to belong to the said Lord Skelmersdale, and in the occupation of the said James Gregory; and on the south-westerly side thereof by other land belonging or reputed to belong to the said Lord Skelmersdale, and in the occupation of Mary Clough.

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