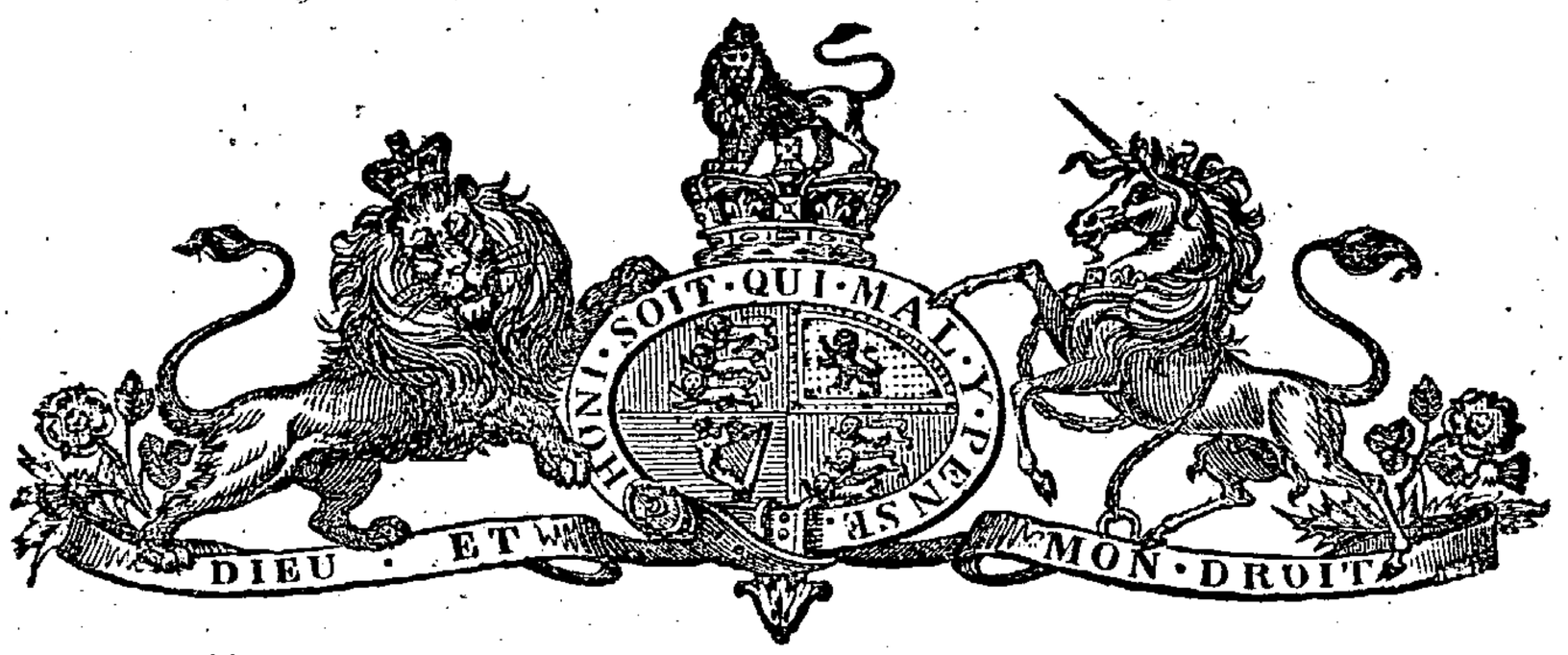


ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. ciii.

An Act for incorporating the *Weymouth* Gas Consumers Company, Limited, and to make further Provision for lighting with Gas the Parishes of *Weymouth*, *Melcombe Regis*, *Wyke Regis*, and *Radipole*, in the County of *Dorset*.

[20th *June* 1867.]

WHEREAS in the Year One thousand eight hundred and sixty-six a Copartnership was formed under the Name of the *Weymouth* Gas Consumers Company, Limited, for the Purpose of supplying the Parishes of *Weymouth*, *Melcombe Regis*, *Wyke Regis*, and *Radipole*, in the County of *Dorset*, with Gas: And whereas the Company were incorporated under the Provisions of the Acts relating to Joint Stock Companies with limited Liability, and the Affairs of the Company are now regulated by a Memorandum and Articles of Association bearing Date the Twenty-sixth Day of *January* One thousand eight hundred and sixty-six: And whereas the Capital of the Company is Twenty thousand Pounds divided into Two thousand Shares of Ten Pounds each: And whereas it is expedient to make Provision for the better lighting of the said Parishes of *Weymouth*, *Melcombe Regis*, *Wyke Regis*, and *Radipole* with Gas:

And whereas it is expedient that the Company should be empowered to purchase the Undertaking of the *Weymouth and Melcombe Regis* Gas Company: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Weymouth* Consumers Gas Act, 1867."

8 & 9 Vict. cc. 16., 18., and 20., 10 & 11 Vict. c. 15., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares), Part II. (relating to additional Capital), Part III. (relating to Debenture Stock), of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act Amendment Act, 1860," and Section 17 of "The Railways Clauses Consolidation Act, 1845," and Sections 13 to 19 (both inclusive) of "The Railways Clauses Act, 1863," and "The Gasworks Clauses Act, 1847," are (except where expressly varied by this Act) incorporated with and form Part of this Act; and for the Purposes of this Act the Words "Work" or "Railway" in the said Sections of "The Railways Clauses Consolidation Act, 1845," and "The Railways Clauses Act, 1863," shall mean the Works of the Company.

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" means the Company incorporated by this Act:

The Expression "the dissolved Company" means the *Weymouth* Gas Consumers Company, Limited:

The Expression "the Undertaking" means the Undertaking by this Act authorized:

The Expression "Local Board" or "Local Board of Health" shall mean the Local Board of Health for *Weymouth* and *Melcombe Regis*:

The Expression "Superior Courts" or "Courts 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 such Expressions are used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

4. From

Old Company dissolved.

4. From and after the passing of this Act "the *Weymouth* Gas Consumers Company, Limited," shall be dissolved.

Limits of Act.

5. The Limits of this Act for the Supply of Gas by the Company shall be the Parishes of *Weymouth*, *Melcombe Regis*, *Wyke Regis*, and *Radipole*, in the County of *Dorset*.

Incorporation of Company.

6. *Rowland Thomas*, *James Eaton Robens*, *Joseph Cosens*, *Joseph Drew*, *George Julius Vertue*, *John Lundie*, *Robert Damon*, *Thomas Abbott*, *James Robertson*, *Arthur Mason*, and all other Persons and Corporations who immediately before the passing of this Act were Proprietors of Shares in the dissolved Company, and all other Persons and Corporations who have subscribed or shall hereafter subscribe to the Undertaking of the Company, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of supplying Gas within the Limits of this Act, and for acquiring, maintaining, making, and using Gasworks for that Purpose, with proper Works and Conveniences connected therewith respectively, according to the Provisions in this Act and in the Acts incorporated herewith contained, and for other the Purposes of this Act; and such Company shall be incorporated by the Name of "the *Weymouth* Consumers Gas Company," and by that Name shall be a Body Corporate, with perpetual Succession, and may sue and be sued, and have a Common Seal, and Powers to hold, purchase, and dispose of Lands for the Purposes of the Undertaking.

Present Property of dissolved Company vested in Company.

7. From and after the passing of this Act all the Lands, Tenements, Hereditaments, Works, Machinery, Pipes, Property, Monies, Rights, Claims, Easements, and Privileges, and all Goods, Chattels, Effects, Bonds, Deeds, Books, Writings, Maps, Plans, and Personal Estate and Effects of the dissolved Company shall be and the same are hereby vested in and transferred to the Company; and all Persons and Corporations who immediately before the passing of this Act owed any Sum of Money to the dissolved Company shall pay the same, together with all Interest, if any, due or to accrue due for the same, to the Company; and all Debts which immediately before the passing of this Act were due and owing by the dissolved Company shall be paid, with all Interest, if any, due and to accrue due thereon, by the Company; and all Rates or Rents which immediately before the passing of this Act were due and payable or then accruing due to the dissolved Company shall be and become due and payable to the Company, and shall and may be collected and received by the same Ways and Means, and under the same Restrictions and Regulations, and with the same Penalties in respect thereof, as the Rates and Rents by this Act made payable to the Company.

8. Subject

Memorandum and Articles of Association cancelled.

8. Subject to the Provisions of this Act, the Memorandum and Articles of Association of the dissolved Company shall, as to any future or prospective Operation thereof, from and after the passing of this Act be cancelled, and the several Persons who have executed or are acting under the same, and their Heirs, Executors, Administrators, and Assigns, shall immediately from and after the passing of this Act stand and be by virtue of this Act released and discharged from any future Obligation to perform or abide by, fulfil, or conform to the said Memorandum and Articles, or any Part thereof.

Saving previous Rights and Liabilities.

9. Notwithstanding the Dissolution of the dissolved Company and Incorporation of the Company by this Act, and excepting as is by this Act otherwise expressly provided, everything before the passing of this Act done or suffered by or with reference to the dissolved Company, or the Shareholders therein in that Capacity, shall be as valid as if that Company had not been dissolved, or the Company had not been incorporated, and such Dissolution, Incorporation, and Avoidance by this Act respectively shall accordingly be subject and without Prejudice to anything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the dissolved Company had not been dissolved, and the Company had not been incorporated, and this Act had not been passed, would be incidental to or consequent on any and every thing so done or suffered; and with respect to all such Rights, Liabilities, Claims, and Demands the Company shall to all Intents and Purposes represent the dissolved Company and the Shareholders therein in their Capacity of Shareholders: Provided always, that the Generality of this Enactment shall not be restricted by any other of the Clauses and Provisions of this Act;

Conveyances, Leases, &c. to remain in force.

10. All Purchases, Sales, Conveyances, Leases, Mortgages, Bonds, Debentures, Contracts, Agreements, Transfers, Securities, Orders, Resolutions, Proceedings, and other Acts and Things before the passing of this Act made, done, entered into, executed, or instituted by, from, with, to, for, or on behalf of the dissolved Company shall be good, valid, and effectual to all Intents and Purposes whatsoever for, against, or with reference to the Company in like Manner and to the same Extent as but for the passing of this Act they would have been good, valid, and effectual for, against, or with reference to the dissolved Company, and may be enjoyed, proceeded on, and enforced accordingly.

Actions, &c. not to abate.

11. No Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the dissolved Company previous to the passing of this Act shall abate or be discontinued or prejudicially affected by this Act, but on the contrary the same shall continue to take

take effect either in favour of or against the Company in the same Manner in all respects as the same would have continued and taken effect in relation to the dissolved Company if this Act had not been passed; and also all Penalties incurred for any Offence previously to the passing of this Act may be sued for, and all Offences which may have been committed before the passing of this Act may be prosecuted, in such or the like Manner to all Intents and Purposes as the same might have been sued for and prosecuted respectively if this Act had not been passed, the Company being in reference to the Matters aforesaid in all respects substituted in the Place of the dissolved Company.

Rates to continue payable.

12. All Rates or Charges which at the Time of the passing of this Act shall be due and payable or accruing due and payable, or if this Act had not been passed would have been due and payable or would have accrued due and payable, to the dissolved Company, shall continue to be payable until the same shall be altered or reduced under the Authority of this Act, and may be collected and received by such Means and under such Restrictions and Regulations as any Rates, Rents, or Charges to be received in pursuance of this Act may be collected or received.

Books to be Evidence.

13. All Books and other Documents whatsoever which the dissolved Company were authorized or directed to keep shall, notwithstanding the Dissolution of such Company, be admitted as Evidence in all Courts whatsoever.

Present Officers continued until removed.

14. All Clerks, Officers, and Persons appointed previously to the passing of this Act shall hold and enjoy their respective Offices and Employments, together with the Salaries or Emoluments thereunto belonging, until they shall resign the same or be removed therefrom by the Company or the Directors; and all such Clerks, Officers, and Persons 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 Pains and Penalties, and to the like Powers of Removal, and to the like Rules and Regulations, in all respects whatsoever as if they had been appointed by virtue of this Act.

Capital.

15. The Capital of the Company shall be Thirty thousand Pounds divided into Three thousand Shares of Ten Pounds each.

Shares not to issue until One Fifth paid up.

16. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Calls.

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

Shareholders in dissolved Company to be entitled to Shares in Company.

18. Every Shareholder in the Capital of the dissolved Company shall, in substitution for every Share of Ten Pounds each held by him, be entitled to One Share of Ten Pounds each in the Capital of the Company, and the said Shares are hereby vested in such Shareholders accordingly, and the said Shares shall be accepted in full Discharge and Satisfaction of all Interest of the Shareholders in the dissolved Company.

Calls on Capital of dissolved Company.

19. Provided always, That the Shareholders shall be liable to pay to the Company the Amount of Money still remaining unpaid in respect of Calls and of uncalled Capital upon the Shares held by them in the dissolved Company.

Original Capital to be subject to same Trust as Shares.

20. All Persons or Corporations in or to whom any Part of the said original Capital shall be vested as aforesaid shall stand and be possessed thereof upon the same Trusts, and subject to the same Powers, Provisoes, Declarations and Agreements, Charges and Incumbrances, as the Trusts, Powers, Provisions, Declarations and Agreements, Charges and Incumbrances, upon or to which the Share or Shares in the Capital of the dissolved Company in respect of which such Share or Shares was or were so vested was or were subject and liable immediately before the passing of this Act, so as to give effect to and not revoke any Will or other Testamentary Instrument disposing of or affecting such Share or Shares.

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

21. The Company may call in and cancel the existing Certificates of the Shares of the dissolved Company, and issue in lieu thereof (free of Expense) Certificates of Shares in the Form and under the Conditions prescribed by "The Companies Clauses Consolidation Act, 1845," and "The Companies Clauses Act, 1863;" but the Holders of such existing Certificates of Shares shall not be entitled to any Certificates for Shares under this Act until they shall have delivered up to the Company to be cancelled the Certificates of Shares, or shall have proved to the reasonable Satisfaction of the Directors of the Company the Loss or Destruction thereof.

Receipts of Guardians and Committees to be good Discharges.

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

Power to borrow on Mortgage.

23. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole, together with any Monies borrowed

borrowed by them on Mortgage, Seven thousand five hundred Pounds, but no Sum shall be borrowed by them on Mortgage until the authorized Capital of Thirty thousand Pounds has been subscribed for, issued, and accepted, and One Half thereof has been paid up, and until the Company shall prove to the Justice who is to certify under the Provisions contained in the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the said Capital 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 fit, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

24. The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than One thousand Pounds in the whole.

Application of Monies.

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

Monies borrowed on Mortgage to have Priority.

26. All Monies to be borrowed upon Mortgage under this Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts to be incurred or Engagements to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rentcharge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Act Amendment Act, 1860," or in respect of any Rent or Sum reserved by or payable under any Lease or Grant to be granted or made to the Company by "the *Weymouth and Melcombe Regis* Gas Company" in pursuance of this Act, nor shall anything hereinbefore contained prejudice or affect any Claim or Lien in respect of any Land taken, used, or occupied by the Company for the Purpose of

of the Undertaking hereby authorized, or injuriously affected by the Construction thereof, or by the Exercise of any of the Powers by this Act conferred on the Company.

Debenture Stock.

27. The Company may create and issue Debenture Stock.

Company to purchase Works of Weymouth and Melcombe Regis Gas Company.

28. Whereas the Town of *Weymouth* and *Melcombe Regis* is now supplied with Gas under the Authority of "The *Weymouth* Gas Act, 1856," by the Works of the *Weymouth and Melcombe Regis* Gas Company (whereof *William Wharton Burdon* is the principal Proprietor): Therefore the Company shall purchase, and the said *Weymouth and Melcombe Regis* Gas Company and the said *William Wharton Burdon* respectively shall sell to the Company, the Undertaking, with the Lands, Tenements, Hereditaments, Gasworks, Engines, and other Machinery, Tunnels, Mains, Pipes, Retorts, Tanks, Gasholders, and other Apparatus, Goods, Chattels, Property, and Effects of the *Weymouth and Melcombe Regis* Gas Company, together with the Piece of Land adjoining to the North End thereof now belonging or claimed to belong to the said *William Wharton Burdon*, and containing Half an Acre more or less, bounded on the North by the Backwater and Land belonging to Lord *Ilchester*, on the East by the said Backwater, on the South by the Gasworks and Backwater, and on the West by Land called or known as *Croker's Folly*, at and for such Sum and upon such Terms and Conditions as shall be agreed upon between the said Parties, or in case no Agreement as to the Amount of such Purchase Money and as to such Terms and Conditions be come to within One Month after the passing of this Act, then at and for such Sum of Money and upon such Terms and Conditions as shall be ascertained and determined by Arbitration in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for settling by Arbitration Questions of disputed Compensation: Provided always, that the Company shall not be required to purchase or take any Lands which may have been acquired or agreed to be acquired by the said *Weymouth and Melcombe Regis* Gas Company or the said *William Wharton Burdon* since the First Day of *January* One thousand eight hundred and sixty-seven: Provided also, that notwithstanding the Award of the Arbitrators or Umpire not having been made, the Company shall enter into or be deemed to have been in possession of the said Undertaking, with the Lands, Tenements, Hereditaments, Gasworks, Engines, and other Machinery, Tunnels, Mains, Pipes, Retorts, Tanks, Gasholders, and other Apparatus, Goods, Chattels, Property, and Effects of the *Weymouth and Melcombe Regis* Gas Company, together with the said Piece of Land herein-before described, as from the Twenty-ninth Day of *June* One thousand eight hundred and sixty-seven, and shall from that Date take upon themselves all the Duties and Responsibilities of the said

Weymouth

Weymouth and Melcombe Regis Gas Company in reference to the public and private lighting of the Borough of *Weymouth* and *Melcombe Regis;* and until the said Purchase Money for the said Undertaking, with the Lands, Tenements, Hereditaments, Gasworks, Engines, and other Machinery, Tunnels, Mains, Pipes, Retorts, Tanks, Gasholders, and other Apparatus, Goods, Chattels, Property, and Effects, and the said Piece of Land herein-before described, has been paid, the Company shall pay to the said *Weymouth and Melcombe Regis* Gas Company and the said *William Wharton Burdon* Interest at the Rate of Five Pounds *per Centum per Annum* on the Purchase Money for the Time being unpaid, and the said *William Wharton Burdon,* who is now represented to be the largest Shareholder in and the sole Director of the *Weymouth and Melcombe Regis* Gas Company, may, on behalf of the Company and the *Weymouth and Melcombe Regis* Gas Company, collect and receive all Gas and Meter Rents and Charges for Gas supplied by the Company until the said Purchase Money is fully paid: Provided always, that nothing herein contained shall prejudice the Powers of the *Weymouth and Melcombe Regis* Gas Company and the said *William Wharton Burdon* to enforce compulsory Payment of the Purchase Money: Provided also, that the Monies to be received by the said *Weymouth and Melcombe Regis* Gas Company and the said *William Wharton Burdon* as aforesaid shall be applied by them and him in Payment of such Sums as may for the Time being be due for Interest on the said Purchase Money as aforesaid, and in Payment of the Expenses of the Collection at the Rate of Four Pounds *per Centum* on the Amount collected, and then in or towards Payment of the Amount for the Time being due of the said Purchase Money, and as to any Balance after such Payments as aforesaid the said *Weymouth and Melcombe Regis* Gas Company and the said *William Wharton Burdon* shall pay the same unto the Company.

After Sale Powers of Weymouth and Melcombe Regis Gas Company to cease.

29. From and after the Sale by the *Weymouth and Melcombe Regis* Gas Company to the Company of their said Undertaking, with their said Lands, Tenements, Hereditaments, Gasworks, Engines, and other Machinery, Tunnels, Mains, Pipes, Retorts, Tanks, Gasholders, and other Apparatus, Goods, Chattels, Property, and Effects, the Power and Obligation of the "*Weymouth and Melcombe Regis* Gas Company" to manufacture, sell, and supply Gas shall absolutely cease and determine, and the Company may thereafter use and maintain the Undertaking, Lands, Tenements, Hereditaments, Gasworks, Engines, and other Machinery, Tunnels, Mains, Pipes, Retorts, Tanks, Gasholders, and other Apparatus, Goods, Chattels, Property, and Effects purchased by them as Part of their Undertaking.

Purchase Money to be divided

30. The Purchase Money to be paid by the Company to the *Weymouth and Melcombe Regis* Gas Company for the Purchase of their

among Shareholders.

their Undertaking, with the Lands, Hereditaments, Plant, and Property, shall, after satisfying the Debts and Liabilities of that Company, be divided by the Directors thereof amongst the Shareholders thereof in proportion to the Amount of the Capital respectively held by them in that Company, and from and after such Division the *Weymouth and Melcombe Regis* Gas Company shall be dissolved.

Power to the Company to manufacture on the Site of the Weymouth and Melcombe Regis Gas Company.

31. The Company may, after the Purchase by them of the Undertaking, with the Lands, Tenements, and Hereditaments, Gasworks, Machinery, Tunnels, Mains, Pipes, and Apparatus of the *Weymouth and Melcombe Regis* Gas Company, use and maintain such Undertaking, with the Lands, Tenements, and Hereditaments, Gasworks, Machinery, Tunnels, Mains, Pipes, and Apparatus, and may manufacture and store Gas, and exercise all such Rights and Powers in respect of the Manufacture of Gas on the present Site of the *Weymouth and Melcombe Regis* Gas Company and distribute the same as are by this Act authorized to be exercised on the Lands and Hereditaments comprised in the said Schedule.

First and other Meetings.

32. The First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings shall be held in the Months of *February* and *August* in every Year, on such Day and at such Place within the Limits of this Act as the Directors from Time to Time appoint.

Quorum of General Meetings.

33. The Quorum of any General Meeting of the Company shall be Fifteen Shareholders holding Shares of the aggregate Amount of not less than One thousand Pounds in the Capital of the Company.

Extraordinary Meetings may be convened by Shareholders.

34. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Fifteen holding in the aggregate not less than Two thousand Pounds in the Capital of the Company.

Number of Directors.

35. The Number of Directors shall be Ten, but the Company may from Time to Time reduce the Number, provided that the Number be not less than Five.

Qualification of Directors.

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

Quorum.

37. The Quorum of a Meeting of Directors shall be Five, and if the Number of Directors be reduced to Five, Three.

First Directors.

38. *Rowland Thomas, James Eaton Robens, Joseph Cosens, Joseph Drew, Thomas Abbott, George Julius Vertue, John Lundie, James Robertson,*

Robertson, Robert Damon, Arthur Mason shall be the First Directors of the Company, notwithstanding any of them may not have the Qualification herein-before required, 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 to be held in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall elect Persons to supply the Place of the Directors then retiring from Office agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the same Act.

Director to signify Consent.

39. No Person shall be elected a Director at any Meeting of the Company unless he shall have signified his Intention or Consent to become a Candidate by Notice in Writing left at the Office of the Company Forty-eight Hours previously to the Day of Election.

Auditors.

40. The Auditors need not hold Shares or Stock in the Company.

Powers as to Supply of Gas.

41. Subject to the Provisions in this and the said incorporated Acts contained, the Company may enter upon, take, and use for the Purposes of this Act the Lands described in the Schedule to this Act, and may erect, use, and maintain Machinery, Buildings, and Apparatus and other Works and Conveniences for the Manufacture and storing of Gas thereon, and may alter, improve, or discontinue the same, and from Time to Time make, construct, lay down, maintain, alter, or discontinue such Retorts, Gasholders, Receivers, Drains, Sewers, Tunnels, Machinery, and other Works and Apparatus, and also such Houses and Buildings and Approaches thereto, upon the Lands hereby authorized to be held or purchased by them, and do all such other Acts as they shall think proper consistently with the Provisions of this Act for supplying Gas within the Limits of this Act.

Powers as to Gasworks, &c.

42. Subject to the Provisions of this Act, the Company may do all such Acts as they think proper for manufacturing Gas, and for storing Gas, and for supplying Gas, within the Limits of this Act, and may manufacture, store, and supply Gas accordingly, and may lay down, construct, maintain, continue, and renew any Mains, Tunnels, Pipes, Meters, Lamps, Lamp Posts, Burners, Stopcocks, and other Works in or under any of the Roadways, Streets, Lanes, Courts,

Courts, Yards, Canals, tidal Rivers, Backwater, Railway Bridges, and Thoroughfares within the Limits of this Act, and may do all such Things as are necessary for such Purposes, and may manufacture, sell, provide, supply, and deal in Coke, Coal, Lime, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and all other Products and Residuum of any Materials employed in or resulting from the Manufacture of Gas, or which can or may be compounded or produced from the Coal or other Materials employed in the Manufacture of such Gas, 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; but nothing in this Act contained shall prevent the Company from being liable to an Indictment for a Nuisance or to any other legal Proceeding to which they may be liable in consequence of making or supplying Gas, or doing such other Acts as by this Section they are authorized to do.

No Gasworks except on Lands in Schedule.

43. Provided always, That the Company shall not manufacture or store Gas save on the Lands described in the Schedule to this Act.

Power to lay Pipes against Building.

44. Subject to the Provisions in this Act, the Company may, with the Consent of the Owner and Occupier of any Building, lay any Pipe, Branch, or other necessary Apparatus from any Main or Branch Pipe into, through, or against any Building for the Purpose of lighting the same, and with the like Consent may 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.

Power to Company to use patented Inventions.

45. The Company may take and hold any Licence or Authority under any Letters Patent to use any Invention relative to the Manufacture or Distribution of Gas, or the Utilization of the residual Products obtained in the Manufacture of Gas: Provided always, that the Company shall not obtain an exclusive Right for the Use of any Invention.

Maximum Price of Gas.

46. 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 and Sixpence *per* Thousand Cubic Feet.

Consumers may be required to consume by Meter.

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

Incoming Tenant not to pay Arrears of

48. In case any Consumer leave the Premises where Gas was supplied to him without paying to the Company the Rate or Meter Rent due from him, the Company shall not require from the next Tenant of

of the Premises Payment of the Arrears so left unpaid, unless the incoming Tenant agreed with the defaulting Consumer to pay the Arrears. outgoing Tenant unless by Agreement.

49. All the Gas supplied by the Company shall be of such illuminating Power at the Place of testing such Gas as to produce from an Argand Burner having Fifteen Holes and a Seven-inch Chimney, and consuming Five Cubic Feet of Gas *per* Hour, a Light equal in Intensity to the Light produced by Fourteen Sperm Candles of Six in the Pound burning One hundred and twenty Grains *per* Hour. As to Quality of Company's Gas.

50. All Gas supplied by the Company shall be of such Purity that the Gas will not discolour Turmeric Paper or Paper imbued with Acetate of Lead when such Paper is exposed to a Current of Gas issuing for One Minute from an Orifice One Fourth of an Inch in Diameter at a Pressure of not less than Half an Inch of Water. Purity of Gas.

51. Gas supplied by the Company shall not contain more than Twenty Grains of Sulphur in any Form in One hundred Cubic Feet of Gas. Absence of Sulphur from Gas.

52. The Company shall, within Twelve Months after the passing of this Act, cause to be erected in some convenient Place in 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, for testing and so placed as to test 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. Company to erect a Meter to test illuminating Power of Gas.

53. Any Two Justices of the Peace from Time to Time may, by Order in Writing, and on the Requisition in Writing of any Five or more Persons being Consumers of the Gas of the Company, 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 and Purity of the Gas supplied by the Company did Power to test the illuminating Power of the Gas.

not, when so tested as aforesaid, equal the illuminating Power by this Act prescribed, or that the Company or their Officers refused to afford such reasonable Facilities as aforesaid, or hindered or prevented the making of such Experiment, in any such Case the Company shall forfeit such Sum not exceeding Twenty Pounds as the Justices shall determine.

Costs of Experiments to be paid according to Event.

54. The Costs of and attending such Experiments, including the Remuneration to be paid to the Person making the same and the Costs of the Proceeding 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 in equal Shares.

Lands for additional Purposes.

55. The Company may purchase by Agreement and hold any Quantity of Land, not exceeding Two Acres, which they may require for their Gasworks, in addition to the Lands described on the deposited Plans and in the deposited Book of Reference.

Power to Company to let Meters.

56. 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.

Consumer to keep his own Meter in Order.

57. Every Consumer of Gas 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 and of sufficient Size for correctly registering such Gas, and in default thereof the Company may cease to supply Gas, as the Case may be, through such Meter.

Company to have Access to and Power to remove and examine Meters.

58. The Company shall at all Times between the Hours of Nine in the Morning and Four in the Afternoon be entitled to have Access to and to test and inspect all Meters, whether belonging to themselves or to the Consumer, in order to ascertain whether the same are in proper Order for correctly measuring and registering Gas, and for that Purpose to take off and remove such Meters, and afterwards to replace the same, and such taking off, Removal, testing, inspecting, and replacing shall be done so as to cause as little Inconvenience to the Consumer or Interruption to his Business as may be, and at the Expense of the Company, unless the Meter shall be

be the Property of the Consumer, and it shall appear on such testing and Inspection that the same was not in proper Order, or of a proper Capacity for correctly measuring or registering Gas, in which Case such Expenses shall be borne and paid by the Consumer, and the Company may recover the Amount thereof from him in the same Manner as any Sum due from such Consumer for Gas supplied to him may be recovered by them.

Fraudulently injuring Meters, &c.

59. If any Person shall wilfully, fraudulently, or by culpable Negligence injure or suffer to be injured any Pipe, Main, Meter, or Fittings, or other Thing 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 fraudulently, wilfully, 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, the Supply of Gas to the Person so offending, and that 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 knowingly, wilfully, and fraudulently 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.

Power to remove Meter and Fittings.

60. The Company may, after Forty-eight Hours Notice in Writing under the Hand of the Secretary 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 be discontinued, 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 to 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 after due Inquiry, the Notice

may

may be given by affixing it for Three Days to some conspicuous Part of the House or Building.

Recovery of Charges for Gas, &c.

61. If any Person shall neglect to pay any Sum of Money due to the Company for the Supply of Gas, or for the Hire or fixing of Meters or Fittings, the Company may, in addition to or instead of any other Remedies, recover the Sum due in any Court of competent Jurisdiction.

Undisputed Rates may be recovered by Distress.

62. All Gas Rates or Rents due to the Company, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, and the Amount whereof shall not be disputed, may be levied by Distress after the Defaulter has been duly summoned before a Justice, provided that the Amount so to be levied from any One Person or Body Corporate shall not exceed Fifty Pounds, and any Justice on Application may issue his Warrant accordingly: Provided also, that if it be shown to the Satisfaction of the Justice that there is reasonable Ground to dispute the Amount due for such Rates and Rents, then such Justice shall refuse to adjudicate, and the Amount due shall be recoverable in any Court of competent Jurisdiction.

Register of Meter to be primâ facie Evidence.

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

Company to supply public Lamps when required.

64. The Company shall at all Times well and effectually supply with Gas all and every of the public Lamps in Streets within the Limits of this Act which the Mayor, Aldermen, and Burgesses of the Borough of *Weymouth* and *Melcombe Regis* or the Local Board from Time to Time may require to be lighted, and shall, according to the Terms and Provisions of this Act, supply the said Lamps with Gas at a Rate to be mutually agreed upon, but which shall not exceed the lowest Price charged by the Company to any private Consumer.

Contents of Warrant.

65. 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.

66. 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 the Money, and such Costs shall be ascertained by the Justice,

Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

Liability to Gas Rate not to disqualify Justices.

67. 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.

Shareholder not disqualified from being Member of Local Board.

68. No Shareholder of the Company shall be disqualified from being or acting as a Member of the Local Board of Health, or be liable to any Penalty as such, notwithstanding the Local Board may enter into any Contract with the Company, provided that no such Shareholder being such Member shall be entitled to vote in or concerning any such Contract.

Penalties not cumulative.

69. 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.

Expenses of Act.

70. All the Costs, Charges, and Expenses of and incident to the passing of this Act or incidental thereto shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act.

All that Piece or Parcel of Land situate and being in the Parish of Wyke Regis in the County of Dorset bounded on the East and South by Part of Weymouth Harbour called the Backwater, on the South or South-west by the Road between the Gasworks and the Salt Marshes, and on the North and West by Land adjoining the said Gasworks, and belonging or claimed to belong to William Wharton Burdon, Philip Dodson, and William Corney, or the Representative or Representatives of the said Philip Dodson and William Corney, and also such Parts of that adjoining Land not exceeding One Acre in Extent.

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